



SMITHFIELD TOWN COUNCIL AGENDA
August 4th, 2020 at 6:30 p.m.
Held at Smithfield Center, 220 N. Church Street

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. INFORMATIONAL SECTION:

1. Manager's Report

- a. Re-accreditation Award Presentation - Smithfield Police Department
- b. July Activity Report

D. UPCOMING MEETINGS AND ACTIVITIES:

- August 4 - 6:30 p.m. – Town Council Meeting
- August 6 - 6:30 p.m. – Rescheduled (July) Board of Historic and Architectural Review
- August 11 - 6:30 p.m. – Planning Commission
- August 18 - 6:30 p.m. – Board of Historic and Architectural Review
- August 24 - 3:00 p.m. – Town Council Committee Meetings (Consecutive)
 - Public Safety Committee
 - Water and Sewer Committee
 - Finance Committee
- August 25 - 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.

E. Public Comments:

In accordance with Governor Northam's Executive Orders issued to address the spread of the COVID-19 pandemic, the August 4th, 2020 Town Council Meeting, citizens are encouraged to submit any public comments to the Town Clerk at lking@smithfieldva.gov prior to the meeting so that it may be read into the record. 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

F. 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.

CONSENT AGENDA ITEMS

- C1. **Motion to Amend the Smithfield Design Standard to Add Section 5.2 - Wastewater Pumping Stations and Appendix F – Work in Town Rights-of-Way**
Water and Sewer Committee Chair, Michael G. Smith
- C2. **Motion to Authorize the Advertisement of a Public Hearing for the Refinancing of the 2017 Note**
Finance Committee Chair, Mr. Randy Pack
- C3. **Resolution Authorizing the Issuance and Sale of its General Obligation Refunding Bond, Series 2020A-1 in an Aggregated Principal Amount not to Exceed \$1,175,000 and the Execution and Delivery of Certain documents Prepared in Connection Therewith** **TAB # 1**
Finance Committee Chair, Mr. Randy Pack
- C4. **Invoices Over \$10,000 Requiring Council Authorization:**
Finance Committee Chair, Mr. Randy Pack
- | | |
|---|--------------|
| a. AllFirst LLC - (various valves, flow monitoring and software upgrades) | \$ 69,874.40 |
| b. Kimley Horn & Associates - (Intersection Improvement Project) | \$ 24,087.87 |
| c. Virginia Retirement system (Line of Duty Act Fund) | \$ 15,063.51 |
- C5. **Appropriation Amendment Resolution for FY 2019/2020 for Cares Act Funding Reimbursement in an Amount \$20,170.16** **(forthcoming)**
Finance Committee Chair, Mr. Randy Pack
- C6. **Appropriation Amendment Resolution for Projects not Completed in FY 2019/2020** **TAB # 2**
Finance Committee Chair, Mr. Randy Pack
- C7. **Resolution to Reclassify a Portion of Cedar Street from Limited Access Right-of-Way to the Urban Maintenance System** **TAB # 3**
Public Works Committee Chair, Ms. Beth Haywood
- C8. **Motion to Renew the Lease for 315 Main Street**
Public Buildings and Welfare Committee Chair, Ms. Valerie Butler
- C9. **Motion to Renew Demolition Contract with WACO, Inc**
Public Buildings and Welfare Committee Chair, Ms. Valerie Butler

ACTION SECTION

1. **PUBLIC HEARING: Zoning Ordinance Amendment– Home Occupation** **TAB # 4**
 - a. Staff Presentation, John Settle, Director of Planning & Community Development
 - b. Open Public Hearing
 - c. Close Public Hearing
 - d. Consideration by Town Council

2. **PUBLIC HEARING: Zoning Ordinance Amendment – Signage** **TAB # 5**
 - a. Staff Presentation, John Settle, Director of Planning and Community Development
 - b. Open Public Hearing
 - c. Close Public Hearing
 - d. Consideration by Town Council

3. **PUBLIC HEARING: New Line of Credit with Farmers Bank for Utility Capital Needs**
 - a. Staff Presentation, Ellen Minga, Town Treasurer
 - b. Open Public Hearing
 - c. Close Public Hearing
 - d. Consideration by Town Council

4. **Motion to Accept Nominating Committees Recommendation to fill the Unexpired Term on the Board of Historic and Architectural Review**
[Mr. Randy Pack/ Mr. Wayne Hall](#)

5. **Motion to Approve the Town Council Summary Minutes of July 7th, -2020**
[William H. Riddick, III, Town Attorney](#)

6. **New Business:**

7. **Old Business:**
 - a. **Golf Carts – Request to Amend State Code**

8. **Adjournment:**

ACTIVITY REPORTS

July 31, 2020

TO: SMITHFIELD TOWN COUNCIL

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

SUBJECT: MONTHLY ACTIVITY REPORT – JULY 2020

TOWN MANAGER

- Attended the virtual VML Newly Elected Officials Training July 9th and 10th.
- Attended Pinewood Heights Management Team Meeting on July 14th.
- Met with Smithfield Fire Chief and Assistant Chief July 14th.
- Participated in VRSA Webinar – Communications Planning for COVID-19 on July 15th.
- Attended virtual Long Leaf Pine Project meeting on July 16th.
- Attended the Smithfield Rotary Club meeting on July 16th.
- Attended well 8A relining pre-construction meeting on July 27th.
- Attended Emergency Safety Committee Meeting on July 27th.
- Participated in the State’s Cigarette Stamp Workgroup July 28th.
- Attended ribbon cutting for Pearl’s Boutique on July 29th.
- Attended the virtual VML Finance Policy Committee meeting on July 30th.
- Met with County and Town of Windsor staff to discuss future CARES Act Funding July 31st.

DIRECTOR OF HUMAN RESOURCES

- Worked with various property claims with VRSA
- Worked with Workers Comp claims as appropriate
- Conduct recruiting efforts for the following positions:
 - Patrol Officer
 - Chief Deputy Treasurer
 - Museum Curator

- Museum Docent
- Participated in plans to safely reopen Town Hall and other Town facilities
- Conducted interviews for Museum Curator on July 8th, 10th & 23rd
- Filled Museum Curator position – new employee starts August 17th
- Participated in VRSA Webinar – Communications Planning for COVID-19 Reopening on July 15th
- Participated in Webinar regarding the new VOSH COVID-19 Emergency Temporary Standard
- Attended a Demo regarding DocStar HR on July 21st
- Conducted interview for Docent position on July 27th
- Participated in a virtual roundtable discussion regarding VOSH Emergency Temporary Standard for Cities, Towns & Counties (facilitated by VRSA)
- Participated in numerous conference calls regarding COVID-19 throughout the month.
- Continued work on the Emergency Procedures and Infectious Disease Prevention Program pertaining to COVID-19 per new pending regulations from the Department of Labor and Industry.
- Continued work on intranet for employees utilizing SharePoint.
- Held emergency Safety Committee Meeting on July 27, 2020 for the purposes of approving the Emergency Procedures & Infectious Disease Plan regarding COVID-19 into the Town's Workplace Safety Manual.
- Managed any personnel-related & benefits questions/issues as appropriate
- Participated in all weekly staff meetings

TOWN CLERK'S OFFICE:

- Transcribed and proofed the monthly minutes from Town Council, Planning Commission, Board of Historic and Architectural Review, Board of Zoning Appeals
- Prepared July Town Council Committee Agenda, and July Town Council Agenda
- Participated in online website training with Tim Bradshaw of Insercorp on July 13th
- Attended Pinewood Heights Management Team Meeting, July 14th
- Participated in DocStar's online Webinar for HR on July 21st
- Met with Lauren White of Summit Design and Engineering to prepare Pinewood Height files for DHCD Compliance Review
- Attended Town Council Committee meeting on July 27th and 28th and prepared summary reports.
- Continue to work on organizing town records and deposing of documents according to General Schedules of the Library of Virginia.

TREASURER'S OFFICE:

- Participated in status calls with Ricardo Mendez (MUNIS) on July 8, and July 17 regarding the Town's tax module implementation.
- Participated in online website training with Tim Bradshaw of Insercorp on July 13.
- Attended Pinewood Management Team meeting on July 14 at the Smithfield Center.
- Held a TCM check in call with Joe Martin of MUNIS on July 15 and scheduled implementation training for July 30.
- Met with Jeff Smith, Jessie Snead, and Wayne Griffin on July 15 to discuss inventory procedures.
- Participated in conference call with representatives from HRSD, City of Suffolk, Michael Stallings, and my staff to discuss possibly utilizing the HRUBS billing system as our billing and collections system as well. A demo has been scheduled for August 7 at the Smithfield Center.
- Participated in tax conversion training with Lester Garris on July 21 and July 22 (1/2 day total between the 2 days).
- Prepared a response to HRPDC on July 24 regarding utility delinquency trends.
- Attended Emergency Safety Committee Meeting via conference call on July 27 to discuss temporary emergency procedures in response to COVID.
- Attended conference call on July 28 regarding possible changes to the cigarette tax stamp procedures on a statewide level.
- Reconciled bank statements and started work on financial statements for year end June 30.

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. 205 Clay St. installed town side sewer clean out.
- D. 224 East St found town sewer clean out is broken which causes the sewer line to back up repair work is scheduled

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

4. Water Line Repairs and Maintenance

- A. Repaired water leaks at 120 Cockes Lane
5 Faye Dr.
924 Pocahontas Ct.
120 Riverview
31 Riverside Dr.
600 West Main St.

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.
- B. 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. Installed new Limit switches and O-rings on Church St. tank Cla-Valve.
- E. Vibration tech analyzed pumps.
- F. Installed new CA610 probe and rebuilt Fluoride Analyzer two times.
- G. THM, HAA and Split Fluoride sampling completed.

7. FOG/ Backflow/ Septic Pump Out Program

- A. FOG related visits to FSE's to ensure compliance
 - 1. Checking FSE's for HRFOG Certifications and Grease Maintenance Logs to ensure compliance of our ordinances.
 - 2. Returning of normal pump out schedules, with some adjustment as needed.
- B. Implementing the Backflow and Cross Connection Program to ensure compliance by:
 - 1. Annual reminders for Backflow Testing sent out with expectation of compliance by July 1, 2020.
 - 2. (3) Failed device notification sent out for the 2020 year thus far with expectation of repair/replacement within 30 days.

C. Maintaining of the Septic Pump Out Program

1. Septic Tank Pump-Out letters sent out for those due in the 2020 year, with expectation of Compliance within 90 days of the dated letter.

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.

COMMUNITY DEVELOPMENT & PLANNING

1. Planning Commission – July 14th, 2020

- A. *Public Hearing* Smithfield Zoning Ordinance (SZO) Section 2.U Text Amentment
- B. *Public Hearing* SZO Articles 3.L, 3.R & 10 Text Amendment
- C. *Discussion Item* SZO Section 2.Z Text Amendment
- D. *Discussion Item* SZO Articles 3.A, 3.B, 3.C, 3.D, 3.E, 3.F, 3.G & 3.H Text Amendment
- E. Entrance Corridor Overlay (ECO) Design Review Application – 13490 Bennis Church Blvd
- F. Major Site Plan Application – Lots 2, 3, 4 & 13A N Church St

2. Special Use Permit Applications under review

- A. 13458 Bennis Church Blvd – Miller Oil Co., Inc., Applicant

3. Subdivision and Site Plans under review

- B. Mallory Pointe/Scott Farm Rezoning Application

4. Subdivision and Commercial Sites Under Construction and Inspection

- A. Church Square, Phase I
- B. Cypress Creek Phase VI
- C. Cypress Creek Phase VII B&C
- D. 600 Cypress Creek Pkwy
- E. 803 S Church St

6. Board of Historic & Architectural Review – July 21st, 2020 (Canceled)
7. Board of Zoning Appeals – July 1st, 2020
 - A. BZA Bylaws Amendment

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 made several asphalt repairs on the following streets, Williamsburg Ave., Moonefield Drive, Riverside Drive and Azalea Drive. Contractor cleaned and repaired entrance and cross drain storm pipe on Talbot Drive.
3. Erosion & Sedimentation control field inspections for single family dwellings were performed at 29 locations throughout the Town and required reports were filed.
4. Smithfield Lake Dam; field inspections continue to be held this month involving the Smithfield Lake Dam. No structural deficiencies were noted this month on the Dam site. We have now submitted to DCR our application for Certificate of O & M renewal and have received approval for another two years.
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. Blair Brothers Contr. has completed installation of sanitary sewer laterals as noted on approved site plans. All required testing of the sanitary sewer system has been performed and approved. A walk thru of the project was completed and a punch list compiled which was forwarded to the contractor.
 - b. UPC: 110508 Benns Church / Route 258 / Route 10 Bypass Intersection – Alternative Analysis. After further review and discussion, it has been determined that the best utilization of the remaining funds allocated to this project would be to improve the existing left turn lanes and the existing right turn lane, followed by a mill and overlay of the intersection. Documents have been completed, signed and forwarded to VDOT in reference to this project. The engineer Kimley – Horn has begun the design of the project and now has submitted 30% plans and drainage documents to VDOT and the Town for our review and comment.

- c. UPC: 110509 Smithfield to Nike Trail Park – Segment 3 – Alternative Analysis. A public meeting was held, and several options were discussed and were under review. It has been decided that the South Church Street alternative route will be the route utilized for the segment 3 Bike Trail extension. Kimley – Horn is now continuing their engineering study along with details of the exact location that the trail will encompass.

- 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
JULY 2020**

Committees and Projects:

07/01 Department Head meeting – teleconference
07/07 Town Council meeting – Center
07/08 Department Head meeting – teleconference
07/27 Golf Cart meeting – Town Hall
07/27 Public Safety Committee meeting – Smithfield Center
07/27 CASA meeting – virtual
07/29 Department Head meeting - teleconference

Training

07/15 Color Guard training – PD – Lt. Meier, Sgt. Phillips, Officer Jones, Officer Hughes, Officer McGough, Officer Johnson (2 hrs.)
07/15 Axon Taser training – online – Sgt. Miller (1.5 hrs.)
07/20 – 24 Basic Crime Scene School – Suffolk PD – Officer Polk (40 hrs.)
07/22 Taser Training – PD – Officer Wooley; Officer Dedmon; Officer Hughes; Officer Johnson, Sgt. Adams; Officer Cooper (2 hrs.)
07/27 Taser Training – PD – Officer Polk; Officer Jones; Officer Norton (2 hrs.)
07/28 Taser Training – PD – Officer Owens (2 hrs.)
07/29 Driver Training with Command Vehicle – Smithfield Center – Chief Howell; Lt. Araojo; Lt. Meier; Sgt. Adams (2 hrs.)
07/29 Taser Training – PD – Sgt. Miller; Sgt. Powell (2 hrs.)

Community Relations

07/01 Visiting lemonade stand – South Church Street
07/01 Playing basketball with kids – Hill Street Worship Center
07/04 Fireworks – Isle of Wight County fairgrounds
07/23 Playing basketball with kids - Lakeside
07/26 Showing Birthday boy police vehicle – 8 Bayview
07/26 Fishing with kids – Clontz Park

Criminal Investigations Division

IBR#: 2020-00383
Offense: Breaking & entering, larceny
Location: 300 blk Edgewood Drive
Date: 6/26 - 7/1/2020

A resident reported that an unknown suspect entered her home and switched out their XBOX One with an older model XBOX. They had been away on vacation and had a teenaged relative house sitting. No forced entry was found and the sitter stated she had no guests over. No other property was found missing and no suspect information or evidence was obtained. Closed INACTIVE.

IBR# 2020-00382
Offense: Fraud
Location: Carl Point
Date: 07/01/2020

A resident reported being defrauded of \$2800. Her adult son received a call from a person claiming to be a police detective from South Carolina. The detective claimed her son had sent nude photos of himself to a female who turned out to be a juvenile. The son verified he sent nude photos to whom he believed was an adult on Instagram. The detective advised them the penalty was a \$2800 fine or 90 days in jail. They were advised not to pay the caller and that the matter would be investigated. While the Smithfield Police attempted to locate and contact the Columbia SC Police Department, the mother paid the fine with her credit card. The person she paid was determined not to be a law enforcement officer with Columbia Police. The resident was not able to cancel the payment. They were advised to also file a report with the FBI at the Internet Crime Complaint Center. Closed INACTIVE.

IBR#: 2020-00407
Offense: Brandish a firearm
Location: Battery Park Road
Date: 07/12/2020

A motorist reported a road rage incident. They had been traveling on Nike Park Rd when a white SUV started tailgating her. The SUV passed her on Battery Park Rd and then stopped in the roadway. She honked her car horn to get them moving when the SUV's front passenger exited the vehicle and pointed a firearm at her. The suspect then drove off. The victim was able to provide a vehicle and suspect description. No injuries were reported. ACTIVE.

Parks and Recreation Operation Update

July 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 7:00 AM - 5:00 PM SC MH 7:00 AM Smithfield North Plant Orientation 8:30 AM - 10:00 AM WCB Man House 8:30 AM Smithfield 2020	2	3 Fireworks	4 4th of July 9:00 AM - 10:30 AM WC Kayak Launch 9:00 AM Yoga
5	6	7 7:00 AM - 5:00 PM SC MH 7:00 AM Smithfield North Plant Orientation 5:00 PM - 7:00 PM SC Kitchen 5:00 PM Kitchen Dish Clean & Inventory 7:00 PM - 10:00 PM SC A&B 7:00 PM Town Council	8	9 7:00 AM - 5:00 PM SC MH 7:00 AM Smithfield North Plant Orientation 8:00 PM - 10:00 PM Parking Lot 8:00 PM Theater Show	10 8:00 PM - 10:00 PM Parking Lot 8:00 PM Theater Show	11 8:00 AM - 4:00 PM LSC Field 3, LSC Field 4 8:00 AM WT Rage 9U Tournament Summer Slam 8:00 AM - 8:00 PM LSC Field 1 8:00 AM Nations Tournament 9:00 AM - 10:30 AM WC Kayak Launch 9:00 AM Yoga 8:00 PM - 10:00 PM Parking Lot 8:00 PM Theater Show
12 8:00 AM - 4:00 PM LSC Field 3, LSC Field 4 8:00 AM WT Rage 9U Tournament Summer Slam 8:00 AM - 8:00 PM LSC Field 1 8:00 AM Nations Tournament 8:00 PM - 10:00 PM Parking Lot 8:00 PM Theater Show	13	14 8:00 AM - 5:00 PM SC C&D 9:00 AM Career Foundation Program Orientation and Farm to Fork 2:00 PM - 3:30 PM SC A&B 2:00 PM RAD Sports Meeting 6:00 PM - 8:00 PM SC A&B 6:00 PM Planning Commission 6:00 PM - 9:00 PM SC MH 6:00 PM Delta Ball Rehearsal	15 7:00 AM - 5:00 PM SC C&D 8:00 AM Career Foundation Program Orientation and Farm to Fork	16 7:00 AM - 5:00 PM SC C&D 8:00 AM Career Foundation Program Orientation and Farm to Fork 7:00 AM - 5:00 PM SC MH 7:00 AM Smithfield North Plant Orientation 8:00 PM - 10:00 PM Parking Lot 8:00 PM Theater Show	17 8:00 PM - 10:00 PM Parking Lot 8:00 PM Theater Show	18 9:00 AM - 10:30 AM WC Kayak Launch 9:00 AM Yoga 8:00 PM - 10:00 PM Parking Lot 8:00 PM Theater Show
19 1:00 PM - 11:00 PM SC MH 6:00 PM Delta Ball 8:00 PM - 10:00 PM Parking Lot 8:00 PM Theater Show	20 9:00 AM - 4:00 PM SC C&D 10:00 AM Top Guard Security Interviews	21 7:00 AM - 5:00 PM SC MH 7:00 AM Smithfield North Plant Orientation 6:00 PM - 8:30 PM SC A&B 6:00 PM BHAR/ BZA	22 2:00 PM - 9:00 PM SC MH 5:00 PM Russell Batten Memorial Service	23 7:00 AM - 5:00 PM SC MH 7:00 AM Smithfield North Plant Orientation 11:00 AM - 3:00 PM SC C&D 12:00 PM Public Works Meeting 5:00 PM - 7:00 PM SC MH 5:00 PM Tracz and Avery Reception 8:00 PM - 10:00 PM Parking Lot 8:00 PM Theater Show	24 10:00 AM - 4:00 PM LSC Field 1 10:00 AM Nations Tournament 10:00 AM - 12:00 AM SC MHSu 5:30 PM Tracz and Avery Reception 8:00 PM - 10:00 PM Parking Lot 8:00 PM Theater Show	25 8:00 AM - 5:00 PM LSC Field 1, LSC Field 2, LSC Field 3, LSC Field 4 8:00 AM Nations Tournament 9:00 AM - 10:30 AM WC Kayak Launch 9:00 AM Yoga 11:00 AM - 11:00 PM SC MHSu 4:00 PM Ergenbright and McNure Wedding and Reception 8:00 PM - 10:00 PM Parking Lot 8:00 PM Theater Show
26 8:00 AM - 5:00 PM LSC Field 1, LSC Field 2, LSC Field 4 8:00 AM Nations Tournament 8:00 PM - 10:00 PM Parking Lot 8:00 PM Theater Show	27 3:00 PM - 5:00 PM SC C&D 3:00 PM Committee Meetings	28 7:00 AM - 5:00 PM SC MH 7:00 AM Smithfield North Plant Orientation 3:00 PM - 5:00 PM SC C&D 3:00 PM Committee Meetings 5:00 PM - 9:00 PM SC A&B 5:00 PM IOW County Planning Commission	29	30 7:00 AM - 5:00 PM SC MH 7:00 AM Smithfield North Plant Orientation	31 9:00 AM - 10:30 AM SC A&B 9:00 AM Town-County CARES Act	

Special Events

Number of Special Events for Month	0	Staffing Hours by Police and Public Works for the Month	0
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Parks and Recreation Operation Update July 2020

Park Stats and Revenues

SMITHFIELD CENTER EVENTS							
Number of Events for month	27	Discounted Events for Month	7	Sales Totals for Month	\$6250	Total Event Attendance for month	2900
Revenue Totals for month based on 13 Events (includes deposits & final payments)		\$ 10,428.96		Notes: We held 3 private events this month that modified their guest count to follow the current governor's order and Smithfield Center policies			



WINDSOR CASTLE EVENTS							
Number of Events for Month	1	Discounted Events for Month	1	Sales Totals for Month	0	Total Event Attendance	10
Deposit Totals for month based on 0 Events (includes deposits & final payments)		\$ 0		Notes:			



Parks and Recreation Operation Update July 2020

Park Stats and Revenues

LUTER SPORTS COMPLEX

Sales Totals for Month	\$ 2025	Attendance for Month	10,500	Hours of Use for Month	161
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KAYAK RENTALS

Total Sales for Season	\$ 9950
Most popular rental item	Tandem Kayaks
2019 Sales as of last July 2019 *we are having an amazing season and if we keep this pace it will be the best season on record	\$ 6892

Windsor Castle Trail Doctor Hours for this Month	54	Types of Projects	<ul style="list-style-type: none"> Trail Repair Butterfly Garden Landscaping Tree Limbing and Pruning
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Smithfield/Isle of Wight Tourism Activity Report –JULY 2020

- Smithfield 2020 Meeting 7/1/20.
- VADMO Board Conference Call 7/1/20.
- County Agenda Review meeting 7/2/20
- Meeting w/ Michael Stallings 7/2/20.
- Tourism Staff meeting 7/6/20
- Town Council 7/7/20
- County Pre-Application meeting 7/8/20
- Town Staff Meeting by Conf. Call 7/1, 8, 15, 29/20
- VTC (Virginia Tourism) ZOOM meetings 7/9 and 7/13 and 7/27/20.
- Salty Southern Route SSR ZOOM meeting 7/9/20 and 7/22/20.
- Toast the Coast Bandwango meeting 7/9/20.
- Website Training for Town of Smithfield 7/13/20.
- The Spark Mill informational interview for Trinity UMC Comprehensive Plan 7/14/20.
- Colby Cook Nicole White scholarship Award event 7/14/20.
- DDA Webinar "Working Together as One Incredible Team". 7/15/20.
- \$10,000 VTC WonderLOVE Grant Awarded-July. Videos and photo shoots throughout month. ZOOM meeting 7/21/20.
- Tourism Docent Staff Meeting 7/16/20.
- 2020 Cost Free Community Showcase Conference Call with Michael Stallings 7/16/20.

- County TEAMS meeting 7/16/20.
- Smithfield VA Events SVAE board meeting 7/16/20.
- Tracey Neikirk, Museum Curator Send Off 7/17/20.
- County Staff Meeting 7/20/20.
- Met Kate from Smithfield Foods regarding Smithfield Times building rental 7/20/20.
- Supervisor Evaluation and Performance Planning Refresher webinar 7/20/20.
- CAO/PIO Covid-19 Regional Messaging meeting 7/21/20 and 7/22/20.
- Vintage Market cancellation for September. Vintage Market will return to Main Street on April 24th, 2021.
- GMODS (Genuine Merchants of Downtown Smithfield) ZOOM meeting 7/23/20.
- Chamber Student Leadership Institute meeting 7/23/20. Candidates selected. Schedule discussed.
- Historic St. Luke's Church & Museum Executive Board meeting 7/23/20.
- Advertising Plan conference call 7/24/20.
- Council Committee meetings 7/27-28/20.
- VDOT Conference Call regarding Golf Carts in Historic District 7/27/20.
- Director A/L 7/29, 30, 31/20.
- Farmer's Markets downtown at BSV Bank location 7/4, 11, 18, 25/20 with all social distancing and VDACS regulations in place. Port-a-potties still on site until the end of June. Hand washing and hand sanitizing stations set up. Lots of signage with COVID-19 reminders. Popular vendors had X's for line spacing. No consumption of food on-site. Limit of 24 vendors with preference given to Farm Product vendors for adequate spacing during Phase 1. Facemasks highly encouraged. All staff and vendors must wear facemasks on site. Mid-Week Carrollton Market began 7/8/20.
- VISITOR CENTER open throughout Month with abbreviated hours (10-4 Monday – Saturday and noon – 4 on Sunday) with many new protocols in place. Sneeze Guard installed at front desk, new brochure distribution system in place,

elimination of touch points for both front desk and restrooms, increased sanitation and hygiene, masks worn by all staff when public in the building, increased public restroom cleaning. Paper towels added to restroom (instead of blower fan). Touchless faucets and soap dispensers installed.

- Tourism website monthly SEO meeting 6/29/20.
- Continuation throughout month dealing with the affects of COVID-19 on tourism stakeholders and promotion on social media. Please see www.GenuineSmithfieldVa.com for further info or Visit Smithfield Va on Facebook.
- Tourism Facebook postings and tweets throughout month. Update website events and *Where the Locals Go* event promotion newsletter weekly. This e-newsletter features all events of interest to tourists.

ZONING PERMITS JUNE 2020

PERMIT #	CONSTRUCTION TYPE	PROJECT	ADDRESS	CONTRACTOR/ OWNER
7285	DECK		501 WILLIAMSBURG AVENUE	ROB STALLINGS
7286	FENCE		108 WINCHESTER PLACE	ROSENBAUM FENCE COMPANY
7287	FENCE		12 PLEASANT LANE	ROSENBAUM FENCE COMPANY
7288	DETACHED GARAGE		13 MOONE CREEK CIRCLE	DTW HOME IMPROVEMENTS / SPIVEY
7289	SHED		1402 B SOUTH CHURCH STREET	ANNA CHAPMAN
7290	REPAIR CONNECTION TO TOWN SEWER		223 SOUTH CHURCH STREET	NICHOLAS HESS
7291	FENCE		403 LAKEVIEW COVE	HAMMER CONTRACTORS / KATHY IMBIMBO
7292	PAVILION		600 CYPRESS CREEK PARKWAY	THOMAS DUERIG
7293	INTERIOR COMMERCIAL ALTERATION OF RESTAURANT		217 MAIN STREET	ASHETT CONSTRUCTION LLC / SMITHFIELD FOODS
7294	SHED AND SIDEWALK		909 MAGRUDER ROAD	ERIC SMITH
7295	DEMOLISH PORCH AND ERECT AWNING		319 MAIN STREET	MARK HALL
7296	DETACHED GARAGE		200 MERCER STREET	CHRIS SWINK
7297	SINGLE FAMIL RESIDENCE		233 ROYAL BIRKDALE	EAGLE CONSTRUCTION OF VA LLC
7299	INTERIOR COMMERCIAL ALTERATION		1913 SOUTH CHURCH STREET	ASHETT CONSTRUCTION LLC / SMITHFIELD FOODS
7300	POOL		2 FIELD DRIVE	MICHELLE RIVES
7301	INTERIOR COMMERCIAL REMODLE		930-A SOUTH CHURCH STREET	VERNON MASON
7302	SHED/BUILDING, PATIO, FENCE		803 SOUTH CHURCH STREET	DEREK JOYNER
6863 RE-ISSUED	DETACHED GARAGE		213 KESWICK PLACE	WILLIAM CAMPBELL
7279 AMENDED	WOODEN FENCE		205 JEFFERSON DRIVE	DAVID RICE

**COMMITTEE
SUMMARY REPORTS**

July 31, 2020

TO: SMITHFIELD TOWN COUNCIL

FROM: LESLEY G. KING
TOWN CLERK

SUBJECT: INFORMATIONAL REPORT FOR THE PUBLIC SAFETY COMMITTEE MEETING
HELD ON MONDAY, JULY 27TH, 2020

The Public Safety Committee met Monday, July 27th, 2020 at 3:00 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending were Mrs. Renee Rountree, Chair; Ms. Haywood and Mr. Wayne Hall. Other Council members present were Ms. Valerie C. Butler, and Mr. Michael Smith, Vice Mayor. Staff members present were Mr. Michael R. Stallings, Jr., Town Manager; Ms. Lesley King, Town Clerk; Ms. Ellen Minga, Town Treasurer; Mr. William H. Riddick, III, Town Attorney; Mr. Alonzo Howell, Police Chief; Mr. Wayne Griffin, Director of Engineering and Public Works; Mr. Jessie Snead, Superintendent of Public Works; Ms. Amy Novak, Director of Parks and Recreation; and Ms. Judy Winslow, Director of Tourism. Also, in attendance was Mr. David Rose of Davenport & Company, and Ms. Jackson. There was no media represented.

Public Safety Committee Chair, Mrs. Renee Rountree called the meeting to order.

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

1. Speed Limit Reduction to allow Golf Cart Connection to Historic District – Mrs. Rountree stated that this item was placed on the agenda at her request for discussion. She explained that she along with Town staff, Tourism, and VDOT representatives met to talk about golf carts. The Town Manager stated that Mrs. Rountree asked him to look into what hurdles are out there that would allow people to drive golf carts from Cypress Creek to downtown as well as from Moonefield to downtown. There are a couple of hurdles. The first hurdle is that State Code only allows for golf carts to be driven on roads of 25 mph or less. Both neighborhoods have a 35 mph stretch to get to downtown. The second hurdle, and this really only applies to Cypress Creek neighborhood, you are not allowed to cross a road with a speed limit higher than 35 mph. Crossing route 10 would be prohibited from Cypress Creek. After conversation from today's meeting with VDOT the speed limit is based on a criteria. VDOT would conduct a study and if the study meets the criteria of the road being 45 mph rather 35 mph then the speed limit will be changed based on the study. VDOT's representative did not think this study would be in the best

interest of the Town. The Town Manager explained that knowing the likelihood of VDOT lowering the speed limit was slim the next option would be to request the State Code be changed in two sections. The first change would be to remove the limitation of golf carts on roadways under 35 mph. We would also need an exemption to cross at any signalized intersection regardless of the posted speed limit. Mrs. Rountree has talked with Delegate Brewer and she is open to the possibility of carrying this legislation if the rest of Town Council is supportive. Additional item that the Town would need to work with VDOT is on signage to ensure safety and decrease a portion Great Springs Road to 25 mph. Mrs. Rountree also mentioned that they had discussed the route of going over the overpass at Fairway Lane; however, that would require going through the Commonwealth Transportation Board (CTB). The process for going through the CTB is extremely long. She explained that there are three reasons why the ability to connect golf carts to downtown makes sense. One is it would help with generating more revenue when citizens can drive their golf carts downtown. Two, the community is changing as more and more people are enjoying the use of golf carts. Three, Chief Howell reached out to the Chief of Police in Colonial Beach who has had these code exemptions in place since 2008 to see if they have had any accidents or issues with golf carts. Their Chief stated that they have had no accidents; however, they did have some issues of golf carts being left unattended and stolen in some cases. The Town Manager explained that the issue with golf carts coming over the overpass at Fairway Lane is that Route 10 is a limited access road. In order to get a break in access it would require approval from the CTB. Discussion was held on golf carts using Great Springs Road to connect to downtown; however it was determined that even if the speed limit at the end of Great Springs Road was reduced to 25 mph it would not be the best route due to safety concerns. Mr. Hall expressed concern that more golf carts on the road will require more enforcement from the Police Department. Vice Mayor Smith mentioned that he has some concerns over the safety of golf cart users. There are regulations for golf carts, but they are not being followed now. Ms. Butler stated that she would like to see additional research done on golf carts. She does have concerns about golf carts traveling across Route 10 as well as Great Springs Road. Mrs. Rountree asked from a Committee perspective if everyone was on board with her continuing to work with the Town Manager and the CTB to see if a golf cart connection can be made from Cypress Creek to downtown. She also asked about working with Delegate Brewer on the State Code exemption on the speed limit at the Cypress Creek Bridge that would allow golf carts to connect with downtown from Moonefield. The Town Manager stated that if the Town plans to go to the CTB to get a break in access there will need to be infrastructure improvements as well that the Town will be responsible for. This item will be placed on Town Council's August 4th agenda for further discussion with full Council.

The meeting adjourned at 3:26 p.m.

July 31, 2020

TO: SMITHFIELD TOWN COUNCIL

FROM: LESLEY G. KING
TOWN CLERK

SUBJECT: INFORMATIONAL REPORT FOR THE WATER & SEWER COMMITTEE
MEETING HELD ON MONDAY, JULY 27TH, 2020.

The Water & Sewer Committee held a meeting on Monday, July 27th, 2020 at 3:26 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee member attending were Mr. Michael Smith, Vice Mayor; and Mrs. Rountree. Council members also in attendance were Ms. Valerie C. Butler, Mr. Wayne Hall, and Ms. Beth Haywood. Staff members in attendance were Mr. Michael R. Stallings, Town Manager; Ms. Lesley King, Town Clerk; Mr. William H. Riddick, III, Town Attorney; Ms. Ellen Minga, Town Treasurer. Mr. Jessie Snead, Superintendent of Public Works; Mr. Wayne Griffin, Director of Engineering and Public Works; Ms. Amy Novak, Director of Parks and Recreation; Ms. Judy Winslow, Director of Tourism. Also, in attendance were Mr. David Rose of Davenport & Company, and Ms. Jackson. There was no media represented.

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

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

1. Smithfield Design Standard Amendments to Add Section 5.2 – Wastewater Pumping Stations and Appendix F – Work in Town Rights-of-Way - Mr. Griffin stated that staff has been working on updating our Design Standards over the last couple of years. It is a fluid document that needs to be tweaked from time to time. The addition of Section 5.2 Wastewater Pumping Stations will be helpful during site plan reviews that are done in-house as well as HRPDC standards. The Town's standards are a higher level than HRPDC's. With the addition of this Section there will be more details on what is required by the Town for a project. This guidance will give the Town a better-quality project in the end. Mr. Snead also stated the Design Standards also requires contractors to use a certain kind of pump because the Town has parts for these in their inventory. The addition of Appendix F – Work in Rights-of-Way applies to contractors that need to install something, such as waterlines or sewer laterals, in the Town's rights-of-way. It gives Town staff the opportunity to make sure contractors are doing what they are supposed to be doing based on the job at task. Committee thanked Mr. Griffin and Mr. Snead for the update and this item will be placed on Town Council's August 4th agenda for consideration.

Meeting adjourned at 3:32 p.m.

July 31, 2020

TO: SMITHFIELD TOWN COUNCIL

FROM: LESLEY G. KING
TOWN CLERK

SUBJECT: INFORMATIONAL REPORT FOR THE FINANCE COMMITTEE MEETING
HELD ON MONDAY, JULY 27TH, 2020

The Finance Committee met on Monday, July 27th, 2020 at 3:32 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members in attendance were Ms. Valerie Butler, and Mr. Michael Smith, Vice Mayor. Other Council members present were Ms. Beth Haywood, Mrs. Renee Rountree, and Mr. Wayne Hall. Staff members present were Mr. Michael R. Stallings, Jr., Town Manager; Ms. Lesley King, Town Clerk; Mr. William H. Riddick, III, Town Attorney; Ms. Ellen Minga, Town Treasurer; Mr. Wayne Griffin, Director of Engineering and Public Works; Ms. Amy Novak, Director of Parks and Recreation; and Ms. Judy Winslow, Director of Tourism. Also, in attendance were Mr. David Rose of Davenport & Company, and Ms. Jackson. There was no media represented.

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

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

1. Update from David Rose of Davenport & Company on 2015B Bond and 2017 Note Refinancing – Mr. Rose mentioned that as they started moving forward with the closings of the 2015B Bond and 2017 Note refinancing they discovered that we need to schedule a public hearing because the 2017 Note had not had a public hearing previously. A public hearing is a requirement to have the 2017 Note refinanced. It also needs to be done on a taxable basis. The new taxable rate is still considerably lower than the rate the Town is paying now; however, it will not be as low as we first thought. Mr. Rose explained that the current loan's interest rate changes every few years. This is a disadvantage because you do not know what the new interest rate will be in a few years. The new rate with the refinance will lock in a solid rate for the complete term of the loan. The Town Manager has the revised agreement that Chase Bank requires to be signed to

lock in the rate. Once signed the Town Council will need to authorize the advertisement of the public hearing at their August 4th meeting for September 1st, 2020. To implement the permanent tax-exempt refinancing of the 2015B Bond the Town Manager needs to sign the revised agreement and Town Council will need to approve the loan documents at their August 4th, 2020 meeting. There will also be a public hearing at the August 4th Town Council meeting for the new line of credit with Farmers Bank for Utility Capital needs. Committee thanked Mr. Rose for the update. These items will be placed on Town Council's August 4th agenda for consideration.

2. Invoices Over \$10,000 Requiring Council Authorization

a. AllFirst LLC - \$ 69,874.40

This invoice from AllFirst, LLC is for the purchase of various valves, pump station flow monitoring and software upgrades, and programming and installation of 10" display screen at Well # 8. Committee recommends sending invoice to Town Council for consideration at their August 4th meeting.

b. Kimley Horn and Associates \$ 24,087.87

This invoice from Kimley Horn and Associates is for continued work on the Benn's Church Boulevard at South Church Street Intersection Improvements through June 30th, 2020. Committee recommends sending invoice to Town Council for consideration at their August 4th meeting.

c. Virginia Retirement Systems \$ 15,063.51

This invoice from Virginia Retirement System is for participation in the Line of Duty Act Fund for the period of July 1st, 2020 to June 30th, 2021. Committee recommends sending invoice to Town Council for consideration at their August 4th meeting.

3. Appropriation Amendment for FY 2019/2020 for Cares Act Funding Reimbursement in an Amount of \$20,170 – Ms. Minga stated that the Town Manager has been working closely with Isle of Wight County on submitting invoices for reimbursement through the Cares Act Funding. We will most likely have more of these appropriations over the next few months as the Town continues to submit invoices associated with COVID-19 for reimbursement. Invoices have and will include the purchase of PPE items, modifications of office space to comply with social distancing for staff and public, and additional equipment to allow for teleworking when necessary. This item will be on Town Council's August 4th agenda for consideration.

4. Appropriation Amendment for Projects not Completed in FY 2019/2020 - Ms. Minga stated that typically we would include roll forwards in the appropriation resolution of the new budget; however, with COVID-19 some of the projects were slowed down. She explained that she met with Mr. Snead and Mr. Griffin last week to go over what

projects did not get finished, most of them are Capital Projects, and which ones would need to be addressed in the upcoming fiscal year. Attached is a list of the projects and the amounts that will need to be appropriated into the new budget. Committee recommends placing this item on Town Council's August 4th agenda for consideration.

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

1. May Financial Statements – Ms. Minga explained that typically she does not show June financial in July as there are still so many accruals that need to be done for the end of the fiscal year. She stated that she will give Committee a draft of the June Financials at the August Finance Committee because most of the numbers will be in by then. Ms. Minga briefly went through the May Financials. Real Estate and Personal Property have collected more than what was initially budgeted. This is good due to losses that we have had in other areas because of COVID-19. Other local tax is the area that the Town kind of took a hit. Franchise Tax will be \$41,000 lower than prior year. This is partly due to a refund to Truist Bank in the amount of \$21,681 for overpayments for prior years as directed by the Commonwealth of Virginia. Cigarette Tax will also fall short this year in the amount of \$21,135. The higher rate adopted at the beginning of the fiscal year increased revenues; however, sales still fell short of the budget. Transient Occupancy is collected quarterly. The last quarter was due July 20th and have been posted in the system. At this time, we have collected \$182,900 which is \$36,000 less than what was budgeted. Ms. Minga stated that as for Meals Tax we will end the year \$1,792,995 which is \$69,000 more than what was budgeted. Staff has collected over \$20,000 in business licenses in July and that will be accrued for the year due to the extension of the deadline because of COVID-19. Ms. Minga stated that overall, she is pleased where we have ended up with the impacts of COVID-19. Operating Reserves, expenses exceeded revenues by \$430,617 through May which was what was needed to balance; however, we budgeted for \$2,240,000 for the year. Part of this is due to large projects that did not advance as much as anticipated during FY 2019/2020.

2. June Cash Balances / VML Investment Pool Update — Ms. Minga stated that she was pleased with June cash balances. The Town is up from last year by \$468,823 in all funds. Of this, the Water Fund increased \$123,221. Sewer Fund increased by \$105,509. Highway decreased by \$43,519. General Fund had an increase of \$283,611. Ms. Minga stated that our year ending market value for the VML/VACo Investment Pool was \$552,621. This is an increase from last year of \$21,343. - Water = \$956,871.33; Water Debt Service = \$896,579.52; Water Capital Escrow Availability Fees = \$635,501.13; Water Treatment Plant Escrow = \$11,649.08; Water Deposit Account = \$95,762.56; Water Development Escrow = \$166,901.40; **Subtotal Water = \$2,763,265.02**. Sewer = \$335,173.64; Sewer Development Escrow = \$432,205.76 Sewer Capital Escrow

Availability Fees = \$1,168,923.69; Sewer Compliance = \$2,387,798.00; **Subtotal Sewer = \$4,324,101.09 Highway = \$447,542.94** General Fund = \$5,684,217.67; Payroll = \$20,004.06; Money Market General Fund Towne Bank = \$38,823.75; Business Super NOW-General Fund = \$35,129.76; General Fund Capital Escrow = \$217,861.05; Certificate of Deposit Police Dept (24 months) = \$37,187.97; Special Project Account = \$958,401.99; Pinewood Heights Escrow = \$56,119.42; SNAP Program = \$2,218.75; Museum Account = \$216,771.15; Windsor Castle Acct = \$12,537.17; **Subtotal General Fund = \$7,279,272.74. TOTAL ALL FUNDS = \$14,814,181.79**
VIP Investment Pool = \$552,621.24

Meeting Adjourned @ 4:02 p.m.

July 31, 2020

TO: SMITHFIELD TOWN COUNCIL

FROM: LESLEY G. KING
TOWN CLERK

SUBJECT: THE PARKS AND RECREATIONAL COMMITTEE MEETING - CANCELLED

The Parks and Recreational Committee scheduled for Tuesday, July 28th, 2020 at 3:00 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia was cancelled due to lack of agenda items.

July 31, 2020

TO: SMITHFIELD TOWN COUNCIL

FROM: LESLEY G. KING
TOWN CLERK

SUBJECT: INFORMATIONAL REPORT FOR THE PUBLIC WORKS COMMITTEE
MEETING HELD ON TUESDAY, JULY 28TH, 2020

The Public Works Committee held a meeting on Tuesday, July 28th, 2020 at 3:00 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending were Ms. Beth Haywood, Chair; Mrs. Renee Rountree and Mr. Michael Smith, Vice Mayor. Other Council members present were Mr. Wayne Hall, and Ms. Valerie Butler. Staff members present were Mr. Michael R. Stallings, Town Manager; Ms. Lesley King, Town Clerk; Mr. William H. Riddick, III, Town Attorney; Mr. Wayne Griffin, Director of Engineering and Public Works; and Mr. John Settle, Director of Community Development and Planning. Also, in attendance were Mr. Craig Wilson and Joel Webne of Summit Design and Engineering. There was no media represented.

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. Resolution to Reclassify a Portion of Cedar Street from Limited Access Right-of-Way to the Urban Maintenance System – Mr. Griffin stated that he had received communication from VDOT requesting to have a portion of Cedar Street reclassified. Currently, this portion of Cedar Street is in the Urban Maintenance System and the Town does receive maintenance funding; however, during a recent audit of their roadways it was discovered that this portion of Cedar Street was still classified as a limited access right-of-way. The adoption of a resolution by Town Council will clarify VDOT's paperwork. There will be no change in the funding the Town currently receives. Committee recommends placing this item on Town Council's agenda for consideration.

Meeting adjourned at 3:06 p.m.

July 31, 2020

TO: SMITHFIELD TOWN COUNCIL

FROM: LESLEY G. KING
TOWN CLERK

SUBJECT: INFORMATIONAL REPORT FOR THE PUBLIC BUILDINGS & WELFARE
COMMITTEE MEETING HELD ON TUESDAY, JULY 28TH, 2020

The Public Buildings and Welfare Committee held a meeting on Tuesday, July 28th, 2020 at 3:06 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members in attendance were Ms. Valerie Butler, Chair; and Mr. Wayne Hall. Other Council members present were Mr. Michael Smith, Vice Mayor; Ms. Beth Haywood, and Mrs. Renee Rountree. Staff members present were Mr. Michael R. Stallings, Town Manager; Ms. Lesley King, Town Clerk; Mr. William H. Riddick, III, Town Attorney; Mr. Wayne Griffin, Director of Engineering and Public Works; and Mr. John Settle, Director of Community Development and Planning. Also, in attendance were Mr. Craig Wilson and Mr. Joel Webne of Smith Design and Engineering. There was no media represented.

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

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

1. Lease Renewal for 315 Main Street – The Town currently leases the building at 315 Main Street to Ms. Nansi Strickland for \$9,300 per year. The current lease expired at the end of June 2020. Based on the informational report from the last time it was renewed in 2019 an increase of 2% was added to the renewed lease. This would increase the lease amount to \$9,486 per year. Mrs. Renee Rountree questioned why the increase was only 2%. Vice Mayor Smith stated that the Town had not increased the rent at all since she started her business there and felt 2% was a fair percentage to increase each year. He stated that sometimes when you raise things too quickly you end up with a vacant building. This contract is to be reviewed by Town Council each year. Committee recommends placing this item on Town Council's August 4th agenda for consideration.

2. Demolition Contract Renewal with WACO, Inc – The Town currently contracts with WACO, Inc. for demolition services, primarily as it relates to the Pinewood Heights Relocation Project. Town staff is pleased with WACO's work and would like to extend the contract for another year. There will be no increases to the current contract. Committee recommends placing this item on Town Council's August 4th agenda for consideration.

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

1. Presentation – Comprehensive Plan Update from Summit Design and Engineering – Mr. Settle stated as you may recall a few months back Summit Design and Engineering was selected to be our consultant to update the Town's Comprehensive Plan. The current plan was adopted by Town Council in 2009 and should be reviewed and update every five years. The current plan is also taking the Town in a different direction than we want to go. Mr. Craig Wilson of Summit Design stated that the purpose of today's meeting is to get ideas from Town Council on what they would like to see in the update Comprehensive Plan. A meeting was conducted earlier this afternoon with key staff members to get their input. Mr. Wilson explained that Virginia's law on comprehensive planning is very brief. The only two things that must be in a comprehensive plan is a future land use plan and a transportation plan. The state does list all the other things that you can include in a comprehensive plan, including economic development. Mr. Wilson stated that he likes that Virginia is flexible because it gives each locality the opportunity to make their comprehensive plan unique to their settings. This is the time to make your Comprehensive Plan the plan you want it to be. Mr. Craig asked the Council a number of questions to get their input. Questions and input are as follows:

As Town Council Members, when you look back over the last 10 to 15 years what changes have been positive?

- growth has been good
- Windsor Castle Park and Luter Sports Complex
- there are more restaurants in town
- Farmers Market
- successful festivals
- revitalization of Main Street & South Church Street
- bike trail
- Arts Center and the local Art Festival

What kind of change have you seen that has not been good over the last 20 years?

- increased traffic
- lack of affordable housing in the area
- upswing in crime
- diversity still needs to be improved upon
- internet speeds are slow – not able to keep up
- infrastructure needs
- bigger industries (fear of change in Smithfield Foods now that it has been sold to China)

What are the greatest challenges that need to be addressed in this Comprehensive Plan?

- roadways and infrastructure needs. (have to work with VDOT and this process is slow)
- mindset of change/clear vision (definitely need to look at Town Council's Vision Statement that was created in March 2019 while updating this comprehensive Plan)
- amenities that give youth things to do locally
- growth – manage vs. control
- secure funding streams so our reserves remain healthy

When you hear from continuants what do they want to see in Town?

- bike trail/pedestrian walkway along South Church Street
- golf carts downtown
- more trash cleanup along our roadways
- entertainment – (bowling alleys / movie theater)
- complain about speeding

- crime
- broadband
- sense of belonging no matter background
- department store

When facing decisions over recent months and years what holds you back?

- finances
- VDOT
- outgrowing our town limits

Is Smithfield growing at the right pace, too slow of a pace, or too fast of a pace?

- schools – slow growth (County function not a Town function)
- a lot of projects that books to happen. It would be fast if all happen at once. If could stagger them it would be just right.
- concerned that the older residents are leaving historic homes and selling to new younger couples where keeping property maintained will be a challenge.
- safe ways to travel through town.
- how will growth impact the volunteer organizations such rescue and fire.
- will growth require more shopping places
- encourage people to use vacant properties
- no DMV

In 10 to 20 years what would you like Smithfield to look like?

- maintain same small-town charm with a little more growth
- well maintained/visual appealing (requires in-house code enforcement)

- no drones flying all over town
- public transportation
- our population is aging, and we need facilities for them to socialize

If you were to pick what should be the priorities in the next Comprehensive Plan what would they be?

- the ability to be flexible to the changing economy for the excessive or lack of growth
- finish Pinewood Heights
- infrastructure on Grace Street
- Cypress Creek Bridge Closure for repairs
- completion of bike trail
- continue to invest in tourism
- close eye on financial stability so debt does not get out of control
- build community unity between all areas of town.

Mr. Wilson thanked Town Council for their time and information that will help them shape this Comprehensive Plan. Committee asked how long this process will take. The process should take approximately 18 months. Mr. Wilson mentioned that over the next month they will be putting together a survey that will be very widely distributed to citizens input. Committee requested to see the survey before it is posted for public input. Mr. Wilson stated that they would be working with Mr. Settle and would be glad to have Council review it prior to distribution.

The meeting adjourned at 4:08 p.m.

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SMITHFIELD, VIRGINIA, AUTHORIZING THE ISSUANCE AND SALE OF ITS GENERAL OBLIGATION REFUNDING BOND, SERIES 2020A-1 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$1,175,000, AND THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS PREPARED IN CONNECTION THEREWITH

WHEREAS, the Town of Smithfield, Virginia (the "Town"), has determined that it is advisable and in the interest of the Town to refinance its \$2,182,000 General Obligation Refunding Bond, Series 2015B, together with related administrative and financing costs of the refinancing ("the Project"); and

WHEREAS, the Town intends to finance the Project through the issuance of its general obligation bond under such terms, limitations and conditions as set forth in this Resolution; and

WHEREAS, the Council has previously received a proposal from Davenport Public Finance to solicit proposals from banking institutions and received a proposal from JPMorgan Chase Bank, N.A. (the "Purchaser") to purchase the Bond (as defined below); and

WHEREAS, after such solicitation, staff recommends the proposal from the Purchaser for the loan and the sale of the Town's general obligation bond to the Purchaser in accordance with the terms of a Bond Purchase and Loan Agreement between the Purchaser and the Town (the "Agreement"), the form of which has been presented to this meeting;

BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF SMITHFIELD, VIRGINIA:

1. Issuance of Bond and Use of Proceeds. Pursuant to the Constitution of the Commonwealth of Virginia and the Public Finance Act of 1991, as amended (the "Public Finance Act"), Title 15.2, Chapter 26 of the Code of Virginia of 1950, as amended (the "Virginia Code") and without regard to any requirements or restrictions contained in any charter or special act of the Town, the Council hereby authorizes the issuance and sale of a general obligation bond of the Town in an aggregate principal amount set forth below, together with other monies of the Town, to provide funds to finance the Project.

2. Authorization of Bond Purchase and Loan Agreement. The form of the Bond Purchase and Loan Agreement submitted to this meeting is hereby approved. The Mayor and the Town Manager, either of whom may act (each an "Authorized Signatory"), are authorized to execute the Agreement in substantially such form, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by such official, whose approval shall be evidenced conclusively by the execution and delivery thereof. The issuance and sale of the bond to the Purchaser shall be upon the terms and conditions of the Agreement. The proceeds of such bond shall be applied in the manner set forth in the Agreement. All capitalized

terms used but not otherwise defined herein shall have the same meaning as set forth in the Agreement.

3. Bond Details. The bond shall be issued as a single, fully registered bond, shall be designated “General Obligation Refunding Bond, Series 2020A-1” (the “Bond”), shall be numbered R-1, and shall be in substantially the form of Exhibit A to this Resolution as hereby approved, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the officers signing such Bond. The Council authorizes the issuance and sale of the Bond on such terms as shall be satisfactory to the Authorized Signatory; provided however, that the Bond (a) shall be in a principal amount not to exceed \$1,175,000; (b) shall mature no later than October 1, 2025; and (c) shall bear interest on the outstanding principal balance thereof at a rate of interest approved by the Authorized Signatory, with such rate to not exceed 1.20% (provided that default interest may be payable at a rate in excess thereof as provided in the Agreement and the rate may adjust as provided in the Bond and the Agreement), shall accrue certain other ongoing costs and expenses upon the terms and conditions described in the Agreement. As set forth in the Agreement, the Town agrees to pay any applicable late payment or similar costs and expenses described therein. Subject to the preceding terms, the Council further authorizes the Authorized Signatory to determine the final terms, purchase price, initial interest rate, interest rate adjustment provisions, maturity date, and amortization schedule of the Bond. No further action shall be necessary on the part of the Town so long as such provisions are within the limits prescribed in this Resolution.

4. Payment and Redemption Provisions. The principal of and premium, if any, and interest on the Bond shall be payable as set forth in the Bond and the Agreement. The Bond shall be subject to redemption on the terms set forth in the related Agreement. The principal of and premium, if any, and interest on the Bond shall be payable via wire transfer in lawful money of the United States of America, without presentation or surrender.

5. Execution and Form of Bond. The Bond shall be signed by the Mayor or Vice-Mayor and the Town’s seal shall be affixed thereon and attested by the Clerk or Assistant Clerk of the Town. The Bond shall be issued as a typewritten bond in substantially the form of Exhibit A, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the Authorized Signatory, whose approval shall be evidenced conclusively by the execution and delivery of the Bond.

6. Pledge of Full Faith and Credit. The full faith and credit of the Town are hereby irrevocably pledged for the payment of principal of and premium, if any, and interest on the Bond. Unless other funds are lawfully available and appropriated for timely payment of the Bond, the Council shall levy and collect an annual ad valorem tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all locally taxable property in the Town sufficient to pay when due the principal of and premium, if any, and interest on the Bond.

7. Preparation of Printed Bond; Mutilated or Destroyed Bond. The printed Bond may be executed by manual or facsimile signature of the Mayor or Vice-Mayor, the Town’s seal affixed thereto and attested by the Clerk or Deputy Clerk of the Town; provided, however, that if both such signatures are facsimiles, the bond shall not be valid until it has been authenticated by the manual signature of the Registrar and the date of authentication noted thereon. If the Bond has

been mutilated, lost or destroyed, the Town shall execute and deliver a new bond of like date and tenor in exchange and substitution for, and upon cancellation of, such mutilated Bond or in lieu of and in substitution for such lost or destroyed Bond; provided, however, that the Town shall so execute and deliver only if the registered owner has paid the reasonable expenses and charges of the Town in connection therewith and, in the case of a lost or destroyed Bond has filed with the Town an affidavit reasonably satisfactory to the Town that such Bond was lost or destroyed. The Bond surrendered in any such exchange shall be canceled.

8. Registration and Transfer of the Bond. The Town appoints the Town Treasurer as registrar (the "Registrar") and paying agent for the Bond and shall maintain registration books for the registration and registration of any transfer of the Bond. Upon surrender of the Bond at the office of the Registrar, together with an assignment duly executed by the registered owner or its duly authorized attorney or legal representative in such form as shall be reasonably satisfactory to the Registrar, the Town shall execute, and the Registrar shall authenticate and deliver in exchange, a new Bond or bonds having an equal aggregate principal amount, of the same form and maturity, bearing interest at the same rates and registered in such name as requested by the then registered owner or its duly authorized attorney or legal representative. Any such exchange shall be at the expense of the Town, except that the Registrar may charge the person requesting such exchange the amount of any tax or other governmental charge required to be paid with respect thereto.

The Registrar shall treat the registered owner as the person or entity exclusively entitled to payment of principal, interest and premium, if any, and the exercise of all other rights and powers of the owner, except that regular installments shall be paid to the person or entity shown as owner on the registration books on the fifteenth day of the month preceding each payment date.

9. Delivery of Bond. The Mayor or Vice-Mayor and Clerk of the Town are authorized and directed to take all proper steps to have the Bond prepared and executed in accordance with its terms and to deliver it to the Purchaser thereof as set forth in the Agreement.

10. Tax Provisions. The Town covenants that it shall not take or omit to take any action the taking or omission of which will cause the Bond to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and regulations issued pursuant thereto (the "Code"), or otherwise cause interest on the Bond to be includable in the gross income of the registered owner thereof under existing law. Without limiting the generality of the foregoing, the Town shall comply with any provision of law that may require the Town at any time to rebate to the United States any part of the earnings derived from the investment of the gross proceeds of the Bond, unless the Town receives an opinion of nationally recognized bond counsel that such compliance is not required to prevent interest on the Bond from being included in the gross income for federal income tax purposes of the registered owners thereof under existing law. The Town shall pay any such required rebate from legally available funds. The Authorized Signatories, either of whom may act, are authorized to execute a Tax Compliance Agreement or any related document (the "Tax Documents") on behalf of the Town, setting forth the expected use and investment of the proceeds of the Bond and covenants of the Town regarding compliance with provisions of the Code governing obligations the interest on which is excluded from gross income for purposes of federal income taxation. Further, the Town covenants that it shall at all times conduct or cause to be conducted the use of, or the expenditure of, the proceeds from the issuance

of the Bond so as not to permit more than the five percent (5%) for Nonexempt Uses, as that term is used in the Section 141 of the Code.

11. Bank-Qualification Designation. The Town designates the Bond as a “qualified tax-exempt obligation” for the purpose of Section 265(b)(3) of the Code. The Town represents and covenants as follows:

(a) The Town will in no event designate more than \$10,000,000 of obligations as qualified tax-exempt obligations in calendar year 2020, including the Bond, for the purpose of such Section 265(b)(3);

(b) The Town, all its “subordinate entities,” within the meaning of such Section 265(b)(3), and all entities which issue tax-exempt obligations on behalf of the Town and its subordinate entities have not authorized, in the aggregate, more than \$10,000,000 of tax- exempt obligations to be issued in calendar year 2020 (not including “private activity bonds,” within the meaning of Section 141 of the Code, other than “qualified 501(c)(3) bonds,” within the meaning of Section 145 of the Code), including the Bond;

(c) Barring circumstances unforeseen as of the date of delivery of the Bond, the Town will not issue tax-exempt obligations itself or approve the issuance of tax-exempt obligations of any of such other entities if the issuance of such tax-exempt obligations would, when aggregated with all other tax-exempt obligations theretofore issued by the Town and such other entities in calendar year 2020, result in the Town and such other entities having issued a total of more than \$10,000,000 of tax-exempt obligations in calendar year 2020 (not including private activity bonds other than qualified 501(c)(3) bonds), including the Bond; and

(d) The Town has no reason to believe that the Town and such other entities will issue tax-exempt obligations in calendar year 2020 in an aggregate amount that will exceed such \$10,000,000 limit;

provided, however, that if the Town receives an opinion of nationally recognized bond counsel that compliance with any covenant set forth in (a) or (c) above is not required for the Bond to be a qualified tax-exempt obligation, the Town need not comply with such covenant.

12. Tax and Other Documents. Each of the Authorized Signatories are authorized and directed to execute and deliver an IRS Form 8038-G in a form approved by such officers and the Town’s bond counsel.

13. Election to Apply Public Finance Act. Pursuant to Section 15.2-2601 of the Virginia Code, it is hereby elected to have the Public Finance Act apply to the Bond exclusively without regard to any charter or local act that might otherwise apply.

14. Limitation of Liability of Officials of Town. No covenant, condition or agreement contained herein shall be deemed to be a covenant, agreement or obligation of an officer, employee, member of Council, or agent of the Town in his or her individual capacity, and no officer of the Town or member of Council executing the Bond shall be liable personally on the Bond or be subject to any personal liability or accountability by reason of the issuance thereof. No officer, employee or agent of the Town shall incur any personal liability with respect to any other action taken by him or her pursuant to this resolution provided he or she acts in good faith.

15. Other Actions. All other actions of officials of the Town in conformity with the purposes and intent of this Resolution and the Agreement and in furtherance of the issuance and sale of the Bond are ratified, approved and confirmed. The officials of the Town are authorized and directed to execute and deliver on behalf of the Town such agreements and other instruments, documents or certificates, and to do and perform such things and acts, as they shall deem necessary or appropriate to carry out the transactions authorized by this Resolution or contemplated by the Bond or the Agreement, and all of the foregoing, previously done or performed by such officers of the Town, are in all respects approved, ratified and confirmed.

16. Headings. Any headings in this resolution are solely for convenience of reference and shall not constitute a part of the resolution nor shall they affect its meaning, construction or effect.

17. Constitutional Authority and Severability. The Bond shall be issued under the provisions of Article VII, Section 10(a) of the Constitution of Virginia. The principal of and interest on the Bond shall be payable from ad valorem taxes to be levied without limitation as to rate or amount on all property in the Town subject to taxation, to the extent other funds of the Town are not lawfully available and appropriated for such purpose. If any court of competent jurisdiction shall hold any provision of this Resolution to be invalid and unenforceable, such holding shall not invalidate any other provision hereof.

18. Filing of Resolution. The Authorized Signatory and Clerk to the Town are authorized and directed to see to the prompt filing of a certified copy of this Resolution in the Circuit Court having jurisdiction over the Town, in accordance with Sections 15.2-2607 and 15.2-2627 of the Public Finance Act.

19. Effective Date. This Resolution shall take effect immediately.

Adopted: August 4, 2020.

Mayor of the Town of Smithfield, Virginia

ATTEST:

Clerk of the Town of Smithfield, Virginia

**CERTIFICATE OF THE CLERK OF THE
TOWN OF SMITHFIELD, VIRGINIA**

The undersigned Clerk of the Town of Smithfield, Virginia (the "Town"), certifies that:

1. A meeting of the Council (the "Council") of the Town was held on August 4, 2020 (the "Meeting").

2. Attached hereto is a true, correct and complete copy of a resolution (the "Resolution") of the Council entitled "Resolution of the Town Council of the Town of Smithfield, Virginia, Authorizing the Issuance and Sale of its General Obligation Refunding Bond, Series 2020A-1 in a Maximum Principal Amount Not to Exceed \$1,175,000, and the Execution and Delivery of Certain Documents Prepared in Connection Therewith," as recorded in full in the minutes of the Meeting and duly adopted by a majority of the members of the Council present and voting during the Meeting.

3. A summary of the members of the Council present or absent at the Meeting, and the recorded vote with respect to the Resolution, is set forth below:

Member Name	Voting				
	Present	Absent	Yes	No	Abstaining
T. Carter Williams, Mayor	_____	_____	_____	_____	_____
Michael G. Smith, Vice Mayor	_____	_____	_____	_____	_____
Valerie C. Butler	_____	_____	_____	_____	_____
Wayne Hall	_____	_____	_____	_____	_____
Elizabeth Haywood	_____	_____	_____	_____	_____
Randy Pack	_____	_____	_____	_____	_____
Renee Rountree	_____	_____	_____	_____	_____

4. The Resolution has not been repealed, revoked, rescinded or amended, and is in full force and effect on the date hereof.

WITNESS my signature and the seal of the Town, this ____ day of _____, 2020.

(SEAL)

Clerk of Town of Smithfield, Virginia

TOWN OF SMITHFIELD, VIRGINIA

\$ _____,000

**GENERAL OBLIGATION REFUNDING BOND
SERIES 2020A-1**

BOND DOCUMENT TRANSCRIPT

August 7, 2020

1. Commitment of JPMorgan Chase Bank, N.A., July 7, 2020
2. Bond Purchase and Loan Agreement
3. Specimen Bond
 - (a) Debt Service Schedule
4. Closing Certificate of the Town, with Exhibits
 - (a) Bond Resolution adopted August 4, 2020
5. Certificate and Receipt of the Clerk of the Circuit Court
6. Certificate as to Legal Debt Limit
7. Certificate of Town Attorney
8. Certificate of Authentication
9. Receipt for Bond
10. Receipt for Bond Proceeds
11. Borrower IRS Form 8038-G and Evidence of Filing
12. Nonarbitrage Certificate and Tax Compliance Agreement
13. Opinion of Estes Law & Consulting, Bond Counsel
14. Closing Memorandum of Davenport Public Finance

BOND PURCHASE AND LOAN AGREEMENT

Between: JPMorgan Chase Bank, N.A. (the "Lender")
Mail Code DC2-2513
875 15th St NW, Floor 05
Washington, DC, 20005-2221
Attention: Business Banking - Government and Nonprofit
Telephone: (571) 264-9200

And: Town of Smithfield, Virginia (the "Issuer")
911 S. Church Street
P.O. Box 246
Smithfield, VA 23431
Attention: Ellen Minga, Town Treasurer
Telephone: : (757) 365-4200

Dated: As of August 1, 2020

This Bond Purchase and Loan Agreement (the "Agreement") is entered into as of the date set forth above between the Town of Smithfield, Virginia (the "Issuer") and JPMorgan Chase Bank, N.A. (the "Lender"). For and in consideration of the premises hereinafter contained, Issuer hereby agrees to issue and sell to the Lender, and the Lender agrees to purchase and accept, the Bond, as defined below, and make the Loan on the terms set forth herein.

ARTICLE I. DEFINITIONS

As used in this Agreement, the following terms will have the meanings indicated below unless the context clearly requires otherwise:

"**Agreement**" means this Bond Purchase and Loan Agreement executed between Issuer and Lender, including all exhibits, schedules and attachments attached hereto.

"**Authorizing Statute**" means the Virginia Public Finance Act of 1991 in the Code of Virginia, as amended.

"**Bond**" means the Issuer's \$_____,000 General Obligation Refunding Bond, Series 2020A-1, in the form substantially as attached hereto as Attachment 1.

"**Bond Counsel**" means Estes Law & Consulting.

"**Code**" is defined in Section 3.1(c).

"**Event of Default**" is defined in Section 6.1.

"**Issue Date**" is August 7, 2020.

"**Issuer**" means the entity identified as such in the first paragraph of this Agreement, and its permitted successors and assigns.

"**Lender**" means the entity identified as such in the first paragraph of this Agreement, and its successors and assigns.

"**Loan**" means the lending of proceeds of the Bond by the Lender, in exchange for the security of the Issuer's Bond and its execution of this Agreement, to the Issuer of funds to pay for the costs of the Project and the payment of related costs incurred in issuing the Bond.

“**Owner**” means, when used with reference to the Bond, any person who shall be the registered owner of the Bond as provided in the registration books of the Issuer.

“**Project**” means the refinancing of the Issuer’s \$2,182,000 General Obligation Refunding Bond, Series 2015B, together with administrative and financing costs.

“**Resolution**” means the resolution of the Council of Issuer adopted August 4, 2020, authorizing the execution and delivery of this Agreement and the issuance of the Bond.

“**State**” means the Commonwealth of Virginia.

ARTICLE II. PURCHASE OF BOND

Section 2.1 **Purchase and Form of Bond.** On the terms, and subject to the conditions set forth in this Agreement, Lender hereby agrees to extend credit as evidenced through its purchase of the Bond, at a price of 100 percent of the par amount thereof. The principal amount of the Bond shall be \$_____,000. The form of the Bond is attached hereto as Attachment 1. The Bond is issued pursuant to the Authorizing Statute and the Resolution.

Section 2.2 **Interest; Installments.** The Bond shall bear interest at the rate of 1.191% per annum, calculated on a 30/360-day basis. Issuer will repay the Bond by wire transfer to the Owner in accordance with written instructions delivered by the Owner, or by such other medium acceptable to the Issuer and to the Owner, in semi-annual installments, including principal on April 1 and October 1, beginning April 1, 2021, and interest on the outstanding principal balance on each April 1 and October 1, beginning October 1, 2020 and with all such payments ending October 1, 2025. Payments of principal and interest shall be made consistent with the Schedule I affixed to the Bond, which such Schedule is incorporated herein and made a part of this Agreement by this reference.

Section 2.3 **Application.** Any payments by Issuer to the Owner of the Bond shall be applied first to pay accrued interest, and second to pay principal.

Section 2.4 **Option to Prepay.** The Issuer shall have no option to prepay the Bond.

ARTICLE III. COVENANTS AND CONDITIONS

Section 3.1 **Covenants of the Issuer.** As of the Issue Date, Issuer represents, covenants and warrants for the benefit of Lender as follows:

- (a) Issuer is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to issue the Bond, and to enter into this Agreement and the transactions contemplated hereby and to perform all of its obligations thereunder.
- (b) Issuer will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a public body corporate and politic. To the extent Issuer should merge with another entity under the laws of the State, Issuer agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Issuer's rights and shall assume Issuer's obligations under the Bond and this Agreement.
- (c) Issuer has been duly authorized to issue the Bond and to execute and deliver this Agreement by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Bond and this Agreement. On the Issue Date, Issuer shall cause to be delivered an opinion of Bond Counsel as to the due authorization, validity and enforceability of the Bond, the federal and state tax exemption of interest on the Bond, the Bond is a qualified tax-exempt obligation under Section 265(b)(3) under the Internal Revenue Code of 1986, as amended (the “Code”), with such changes therein as may be approved by Lender.

- (d) Issuer will provide Lender with current financial statements and budgets and such financial or other information of Issuer as Lender may request, in such form and containing such information as may be requested by Lender. Within 270 days of the close of each fiscal year of the Issuer, the Issuer shall provide Lender the complete audited financial statements of the Issuer.
- (e) The Issuer will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including, without limitation, Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest on the Bond. The Issuer covenants and agrees that it will use the proceeds of the Bond as soon as practicable and with all reasonable dispatch for the purpose for which the Bond has been issued, and that no part of the proceeds of the Bond shall be invested in any securities, obligations or other investments except for the temporary period pending such use nor used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Bond, would have caused the Bond to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to obligations issued on the date of issuance of the Bond. In furtherance of the covenant contained in the preceding sentence, the Issuer agrees to comply with the tax compliance certificate delivered on the Issue Date and the provisions of Section 141 through 150 of the Code, as applicable.
- (f) The Issuer designates the Bond as a "qualified tax-exempt obligation" for the purpose of Section 265(b)(3) of the Code. The Issuer represents and covenants as follows:
- i. The Issuer will in no event designate more than \$10,000,000 of obligations as qualified tax-exempt obligations in calendar year 2020, including the Bond, for the purpose of such Section 265(b)(3);
 - ii. The Issuer, all its "subordinate entities," within the meaning of such Section 265(b)(3), and all entities which issue tax-exempt obligations on behalf of the Issuer and its subordinate entities have not authorized, in the aggregate, more than \$10,000,000 of tax-exempt obligations to be issued in calendar year 2020 (not including "private activity bonds," within the meaning of Section 141 of the Code, other than "qualified 501(c)(3) bonds," within the meaning of Section 145 of the Code), including the Bond;
 - iii. Barring circumstances unforeseen as of the date of delivery of the Bond, the Issuer will not issue tax-exempt obligations itself or approve the issuance of tax-exempt obligations of any of such other entities if the issuance of such tax-exempt obligations would, when aggregated with all other tax-exempt obligations theretofore issued by the Issuer and such other entities in calendar year 2020, result in the Issuer and such other entities having issued a total of more than \$10,000,000 of tax-exempt obligations in calendar year 2020 (not including private activity bonds other than qualified 501(c)(3) bonds), including the Bond; and
 - iv. The Issuer has no reason to believe that the Issuer and such other entities will issue tax-exempt obligations in calendar year 2020 in an aggregate amount that will exceed such \$10,000,000 limit; provided, however, that if the Issuer receives an opinion of nationally recognized bond counsel that compliance with any covenant set forth in (i) or (iii) above is not required for the Bond to be a qualified tax-exempt obligation, the Issuer need not comply with such covenant.
- (g) The issuance of the Bond and the execution, delivery and performance of this Agreement and compliance with the provisions thereof by Issuer does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Issuer is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Issuer or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Issuer or to which it is subject.

Section 3.2 **Representations and Covenants of Lender.** The Lender, as the initial registered Owner of the Bond, makes the following representations as the basis for its undertakings hereunder:

- (a) The Lender acknowledges that the Bond is being sold to the Lender in reliance on the registration exemption contained in Section 3(a)(2) of the Securities Act of 1933 and, as such, is not being registered with the Securities Exchange Commission. The Lender represents that the Bond is being acquired for the Lender's own account for investment; provided, however, the Lender acting as agent, and, further, acting on its own, without any expense or any liability to the Issuer, may place the Bond, or any portion thereof representing beneficial ownership interests therein, with qualified investors. In such event, notwithstanding anything to the contrary contained herein, the Lender shall be fully responsible for compliance with the Securities Act of 1933, including rules and regulations promulgated by the Securities and Exchange Commission thereunder, and any other applicable federal or state laws, in connection with dividing its participation with others or any resale or any distribution of all or any portion of the Bond, including any expenses, costs or other liabilities, and shall indemnify the Issuer for any losses incurred by it, including reasonable attorneys' fees, as a result of such placement. The Lender acknowledges and agrees that the Issuer shall not be responsible for, or have any liability or other expense in connection with any adverse effect, upon the tax-exempt status of the Bond in connection with the Lender's dividing its participation with others or any resale or any distribution of all or any portion of the Bond. Furthermore, the Issuer makes no representations as to the tax-exempt status of any "stripped" securities or other marketing by the Lender of the respective components of the Bond, and the Lender, as the initial registered Owner of the Bond, shall be responsible and liable therefor.
- (b) The Lender agrees that any future offer, sale, assignment or transfer of the Bond, if any, including any participation therein, that may occur in the future, would be undertaken only after notice to the Issuer and pursuant to applicable federal and state securities and tax laws.
- (c) The Lender agrees that before any future sale, assignment or transfer of the Bond, it shall indicate in writing upon the Bond the principal amount of all principal payments, if any, which have been made thereon and the last day to which interest has been paid. Nothing contained herein shall operate to postpone the date on which, or change the form in which, principal, premium, if any, or interest is payable under the terms of the Bond, or shall impair the obligation of the Issuer to make payments as required by the Bond, all in accordance with the terms and provisions thereof.

Section 3.3 **Conditions.** Lender's obligation to purchase the Bond on the Issue Date is subject to satisfaction of the following conditions:

- (a) Lender shall have received a certified copy of the duly authorized Resolution;
- (b) Lender shall have received an original of this Agreement and the Bond, duly executed by Issuer in accordance with the Resolution;
- (c) Lender shall have received an opinion of Bond Counsel, in form and substance satisfactory to Lender's counsel, to the effect that:
 - i. The Bond has been authorized and issued in accordance with the Constitution and laws of the State;
 - ii. the Resolution, this Agreement, and the Bond are valid and legally binding obligations of Issuer, enforceable against Issuer in accordance with their terms, except to the extent that enforceability may be limited by or rendered ineffective by (A) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally; (B) the application of equitable principles and the exercise of judicial discretion in appropriate cases; (C) common law and statutes affecting the enforceability of contractual obligations generally; and (D) principles of public policy concerning, affecting or limiting the enforcement of rights or remedies against governmental entities such as Issuer;
 - iii. the interest payable on the Bond is excludable from gross income under the Code;
 - iv. the Bond is not a "private activity bond" within the meaning of Section 141 of the Code, and

- v. the Bond is a qualified tax-exempt obligation under Section 265(b)(3)(B) of the Code;
- (d) Lender shall have received a certificate from its local counsel that the Issuer is not subject to any litigation that could have a material adverse impact on Issuer's financial condition, the validity and enforceability of the Bond, this Agreement or any of the transactions contemplated thereby.
- (e) Lender shall have received the certificate of a duly authorized representative of Issuer to the effect that:
 - i. there is no action, suit, proceeding, or investigation at law or in equity before or by any court or government, city or body pending or, to the best of the knowledge of Issuer, threatened against Issuer to restrain or enjoin the adoption of the Resolution or the execution and delivery of this Agreement or the issuance of the Bond, or the collection and application of funds as contemplated by this Agreement and the Bond, which in the reasonable judgment of Issuer, would have a material and adverse effect on the ability of Issuer to pay amounts due under the Bond, and
 - ii. the adoption of the Resolution and the execution and delivery of this Agreement and the Bond do not and will not conflict in any material respect with or constitute on the part of Issuer a breach of or default under any law, charter provision, court decree, administrative regulation, resolution, ordinance, or other agreement or instrument to which Issuer is a party or by which it is bound;
- (f) Lender shall have received such additional legal opinions, certificates, proceedings, instruments, or other documents as Lender or Bond Counsel may reasonably request to evidence compliance by Issuer with the legal requirements for adoption of the Resolution, execution and delivery of this Agreement, issuance of the Bond and the due performance or satisfaction by Issuer of all agreements then to be performed and all conditions then to be satisfied by Issuer.
- (g) Issuer shall have timely filed or caused to have filed a Form 8038-G memorializing the reporting information regarding the issuance of the Bond.
- (h) Issuer shall have satisfied all of Lender's required conditions precedent to closing.

ARTICLE IV. PAYMENT AND SECURITY

Section 4.1 **Payment of Bond.** Issuer shall promptly pay the principal of, and interest and premium, if any, on the Bond in lawful money of the United States of America, in such amounts and on such dates as described in this Agreement and the Bond, without presentation or surrender. Issuer shall pay the Owner a charge on any delinquent payments in an amount sufficient to cover all additional costs and expenses incurred by Lender from such delinquent payment. In addition, Issuer shall pay a late charge of five percent (5.00%) on all delinquent payments of principal of and interest and premium, if any, on the Bond, and interest on said delinquent amounts from the date such amounts were due until paid at the rate of nine percent (9.00%) per annum or the maximum amount permitted by law, whichever is less.

Section 4.2 **Tax Collection.** Until full payment and performance of all obligations of Issuer under the Bond and this Agreement, the Issuer will take all action necessary to ensure that a sufficient portion of its tax and other revenues collected during the current year are set aside or otherwise made available for payment of the Bond in accordance with its terms. Issuer certifies that the principal amount of the Bond does not exceed the anticipated taxes and revenues of Issuer for the current year.

Section 4.3 **Use of Proceeds.** Unless otherwise waived by the Lender, the Issuer shall only use proceeds for the purposes of the Loan.

Section 4.4 **Full Faith and Credit.** The full faith and credit of Issuer is irrevocably pledged for the payment of the principal of, and premium, if any, and interest on the Bond and all other payment obligations under this Agreement. Unless other funds are lawfully available and appropriated for timely payment of the Bond and all other payment obligations under this Agreement, Issuer shall levy and collect an annual ad valorem tax, over and above all other

taxes authorized or limited by law and without limitation as to rate or amount, on all locally taxable property in Issuer sufficient to pay when due the principal of and premium, if any, and interest on the Bond and all other payment obligations under this Agreement.

Section 4.5 **Obligations Absolute.** To the extent permitted by law, the obligations of Issuer to make the payments required under the Bond and this Agreement and to perform and observe the other agreements on its part contained in the Bond and this Agreement shall be absolute and unconditional and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner or to any extent whatsoever while any portion of the Bond remains unpaid regardless of any contingency, act of God, event or cause whatsoever. Issuer shall pay absolutely the amounts required to be paid hereunder and under the Bond, regardless of any rights of set-off, recoupment, abatement or counterclaim that Issuer might otherwise have against Lender, its successors or assigns or any other party or parties.

Section 4.6 **Agreement to Survive.** The provisions of this Agreement will survive the issuance of the Bond and the payment of the purchase price therefor. This Agreement will terminate upon the payment in full of all amounts due under the Bond and this Agreement, provided that any prepayment is undertaken in accordance with Section 4.5 of this Agreement and further provided that Section 5.3 of this Agreement will survive its termination.

ARTICLE V. ASSIGNMENT; RISK OF LOSS

Section 5.1 **Assignment by Owner.** The Issuer expressly acknowledges that this Agreement and the Bond, including (without limitation) the right to receive payments required to be made by the Issuer hereunder and to compel or otherwise enforce performance by the Issuer of its other obligations hereunder, may be transferred, assigned and reassigned in whole or in part to one or more assignees or subassignees by the Lender at any time subsequent to their execution without the necessity of obtaining the consent of the Issuer to (i) an affiliate of the Owner or (ii) banks, insurance companies or other financial institutions and their affiliates. Nothing herein shall limit the right of the Owner or its assignees to sell or assign participation interests in the Bond to one or more entities listed in (i) or (ii) of this paragraph. Any assignment by the Owner shall be deemed, without any further action, to assign the Owner's interest in this Agreement. Issuer agrees to execute all documents, including notices of assignment that may be reasonably requested by the Owner or any further assignee to evidence any such assignment or reassignment, including without limitation the issuance of a new Bond of like tenor registered in the name of the assignee upon surrender of the old Bond. If any Bond is lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to Issuer, and Issuer shall execute and deliver a new Bond of like tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen, upon receipt of a written request from the Owner reasonably satisfactory to Issuer.

Section 5.2 **Assignment by Issuer.** NONE OF ISSUER'S OBLIGATIONS UNDER THE BOND OR THIS AGREEMENT MAY BE ASSIGNED BY ISSUER FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF THE OWNER.

Section 5.3 **Risk of Loss Covenants.** To the extent permitted by law, Issuer shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Bond or this Agreement, including, but not limited to, the loss of federal tax exemption of the interest on the Bond, except that Issuer shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from the gross negligence or willful misconduct of the Lender.

ARTICLE VI. DEFAULT

Section 6.1 **Events of Default Defined.** Any of the following shall constitute an "Event of Default" under this Agreement:

- (a) Failure by Issuer to make any payment of principal of, or interest or premium on, the Bond, or other payment required to be paid under this Agreement, at the time specified therein;
- (b) Failure by Issuer to observe and perform any covenant, condition or agreement on its part to be observed or

performed with respect to the Bond or this Agreement, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Issuer by the Owner, unless the Owner shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, the Owner will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Issuer within the applicable period and diligently pursued until the default is corrected;

- (c) Any statement, representation or warranty made by Issuer in this Agreement or the Bond shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Issuer shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Issuer, or of all or a substantial part of the assets of Issuer, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Issuer in any bankruptcy, reorganization or insolvency proceeding;
- (e) Issuer shall default on any of its indebtedness issued (including any leases, liens, loans or other obligations subject to the annual appropriation of funds) whether or not on a parity basis with the Bond, which indebtedness remains uncured after any applicable cure period permitted by such indebtedness; or
- (f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Issuer or of all or a substantial part of the assets of Issuer, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

Section 6.2 Remedies on Default. If an Event of Default shall have occurred, the Owner may proceed against Issuer and its agents, officers and employees to protect and enforce the rights of the Owner under the Bond and this Agreement by mandamus or by other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained in the Bond or in this Agreement, or in an award of execution of any power herein granted for the enforcement of any proper, legal or equitable remedy as the Owner may deem most effectual to protect and to enforce its rights under the Bond or this Agreement, or to enjoin any act or thing which may be unlawful or in violation of any right of the Owner under the Bond or this Agreement, or to require Issuer to act as if it were the trustee of an express trust, or any combination of such remedies. While any Event of Default exists, the unpaid principal amount of the Bond shall bear interest at the rate of 9 percent (9.00%) per annum or the maximum rate permitted by applicable law, whichever is less.

Section 6.3 No Remedy Exclusive. No remedy conferred upon or reserved to the Owner in this Agreement or the Bond is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or the Bond now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Owner to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

Section 6.4 Costs and Attorney Fees. Upon the occurrence of an Event of Default by Issuer in the performance of any term of this Agreement or the Bond, Issuer agrees to pay to the Owner or reimburse the Owner for, in addition to all other amounts due hereunder, all of Lender's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Issuer, and shall bear interest at the rate of 9 percent (9.00%) per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement or the Bond, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

ARTICLE VII. MISCELLANEOUS

Section 7.1 **Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, or by overnight courier to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Issuer.

Section 7.2 **Anti-Money, Laundering, Bank Secrecy and Patriot Act Compliance.** The Issuer and its Registrar agrees to observe and comply, to the extent applicable, with all anti-money laundering laws, rules and regulations including, without limitation, regulations issued by the Office of Foreign Assets Control of the United States Department of Treasury and the Financial Crimes Enforcement Network of the U.S. Department of Treasury. The Issuer and its Registrar shall provide to the Owner such information as the Owner may require to enable the Owner to comply with its obligations under the Bank Secrecy Act of 1970, as amended ("BSA"), or any regulations enacted pursuant to the BSA or any regulations, guidance, supervisory directive or order of the New York State Department of Financial Services or Federal Deposit Insurance Corporation. To help the United States government fight funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account or enters into a loan/lease transaction. When an account is opened and from time to time as be required by the Owner's internal policies and procedures, the Owner shall be entitled to ask for such information that will allow it to identify relevant parties. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Owner may ask for documentation to verify its formation and existence as a legal entity. The Owner may also ask to see financial statements, licenses, identification, and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. The Parties acknowledge that a portion of the identifying information set forth herein is being requested by the Owner in connection with Title III of the USA Patriot Act, Pub.L. 107-56 (the "Act"), and the Issuer and its Registrar agree to provide any additional information requested by the Lender in its sole discretion in connection with the Act or any other legislation, regulation, regulatory order or published guidance to which the Owner is subject, in a timely manner.

Section 7.3 **Further Assurances.** Issuer agrees to execute such other and further documents and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of the Owner, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement.

Section 7.4 **Binding Effect.** This Agreement and the Bond shall inure to the benefit of and shall be binding upon the Owner and Issuer and their respective successors and permitted assigns.

Section 7.5 **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.6 **Waiver of Jury Trials.** Issuer and Lender hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to the Bond or this Agreement or the actions of Lender or Issuer in the negotiation, administration, performance or enforcement hereof.

Section 7.7 **Amendments, Changes and Modifications.** This Agreement may only be amended in writing by the Owner and Issuer.

Section 7.8 **Execution in Counterparts.** This Agreement hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.9 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 7.10 **Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 7.11 **No Fiduciary Relationship.** The Issuer acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm's length, commercial transaction between the Issuer and the Lender in which the Lender is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer; (ii) the Lender has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto; (iii) the only obligations the Lender has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (iv) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lender and Issuer have caused the Bond Purchase and Loan Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

Lender: JPMorgan Chase Bank, N.A.
By:
Name: Tasnim Segal
Title: Vice President

Address for Notice:
Mail Code DC2-2513
875 15th St NW, Floor 05
Washington, DC, 20005-2221
Attention: Business Banking –
Government and Nonprofit
Telephone: (571) 264-9200

Issuer: Town of Smithfield, Virginia
By:
Name: T. Carter Williams
Title: Mayor

Attest:
By:
Name: Michael R. Stallings, Jr.
Title: Town Manager

Address for Notice:
911 S. Church Street
P.O. Box 246
Smithfield, VA 23431
Telephone: (757) 365-4200
Attention: Town Manager

(Form of Bond)

Interest on this bond is intended by the issuer hereof to be exempt from gross income for federal income tax purposes.

REGISTERED

DATED DATE: August 7, 2020

R-1

MATURITY DATE: October 1, 2025

UNITED STATES OF AMERICA

COMMONWEALTH OF VIRGINIA

TOWN OF SMITHFIELD

\$ _____,000

**GENERAL OBLIGATION REFUNDING BOND
SERIES 2020A-1**

THE TOWN OF SMITHFIELD, VIRGINIA (the "Town"), for value received, acknowledges itself indebted and promises to pay to **JPMORGAN CHASE BANK, N.A.** (the "Lender"), its registered assigns or legal representative, the principal amount of:

THOUSAND DOLLARS (\$ _____,000)

on or before October 1, 2025, together with interest on the outstanding principal amount of this Bond at a rate of 1.191% per year, calculated on the basis of a 360-day year of twelve 30-day months, subject to adjustment as provided herein and in the Bond Purchase and Loan Agreement dated as of August 1, 2020 (the "Agreement"). Principal and interest on this Bond shall be payable in semi-annual installments. Principal and interest shall be payable in the amounts and on the dates set forth in Schedule I attached hereto which is incorporated herein by this reference.

If any installment of principal of and interest on this Bond is not paid to the registered owner of this Bond on its due date, the Town shall pay to the registered owner a late payment charge in an amount equal to five percent (5.00%) of the overdue installment. Principal and other sums hereunder are payable in lawful money of the United States.

Subject to the provisions of the Agreement, between the Lender and the Town, so long as this Bond is held by the Lender or its registered assigns or legal representative, principal and interest are payable (without presentation or surrender) by wire transfer, automated clearing house, check or draft sent to the registered owner of this Bond at the address that appears on the registration books kept by the Treasurer of the Town, who has been appointed registrar and paying agent, or any successor Lender or trust company (the "Registrar"). Principal of and premium, if any, and interest on this Bond shall be payable in lawful money of the United States of America.

In case any payment date on this Bond shall not be a Business Day (as defined below), then payment of principal, premium, if any, and interest need not be made on such date, but may be made on the next succeeding Business Day, and, if made on such next succeeding Business Day, no additional interest shall accrue for the period after such payment date. "Business Day" means any Monday, Tuesday, Wednesday, Thursday or Friday on which commercial banking institutions generally are open for business in New York and Virginia. If an Event of Default has occurred and is continuing under the Agreement, the unpaid principal amount of this Bond shall bear interest at the rate of nine percent (9.00%) per annum or the maximum rate permitted under applicable law, whichever is less.

This Bond has been authorized by a resolution adopted by the Council of the Town on August 4, 2020 (the "Bond Resolution") and is issued pursuant to the Constitution and the Public Finance Act of 1991 of the Commonwealth of Virginia, and the Agreement. Proceeds of this Bond will be used to provide funds to (a) refinance the Town's \$2,182,000 General Obligation Refunding Bond, Series 2015B, and (b) pay the issuance and financing costs incurred in issuing this Bond.

The full faith and credit of the Town are irrevocably pledged for the payment of principal of and interest and premium, if any, on this Bond and the performance of the Town's obligations under the Agreement. Unless other funds are lawfully available and appropriated for timely payment of this Bond, the Council of the Town shall levy and collect an annual ad valorem tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all locally taxable property in the Town sufficient to pay when due the principal of and interest and premium, if any, on this Bond.

The Bond is designated by the Town as a qualified tax-exempt obligation under Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended (the "Code"). Qualified tax-exempt obligations are commonly referred to as "bank qualified bonds." The Town covenants and agrees that it will comply with the exception to the provisions of Section 265 of the Code in order that the Bond may qualify as a qualified tax-exempt obligation.

Notwithstanding anything in this Bond to the contrary, in addition to the payments of the principal, premium, if any, and interest provided for by this Bond, the Town shall also pay such additional amounts, if any, which may be necessary to provide for payment in full of all amounts due under the Agreement.

This Bond may not be prepaid and may be redeemed only upon the terms and conditions set forth in the Agreement. Capitalized terms used herein and not defined shall have the meaning as set forth in the Agreement.

Transfer of this Bond may be registered upon the registration books of the Bond Registrar. The Registrar shall treat the registered owner as the person exclusively entitled to payment of principal, premium, if any, and interest on this Bond and the exercise of all other rights and powers of the owner; provided that the regular installment payments of principal and interest shall be made to the person shown as the owner on the fifteenth day of the month preceding each payment date.

The holder of this Bond shall not be required to present or surrender this Bond as a condition of receiving payment due hereunder.

All acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia to happen, exist or to be performed precedent to and in the issuance of this Bond have happened, exist and have been performed, and this Bond, together with all other indebtedness of the Town, is within every debt and other limitation prescribed by the Constitution and statutes of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the Town has caused this Bond to be signed by its Mayor and the seal of the Town to be affixed hereto and attested by the Clerk of the Town, and this bond to be dated the date first above written.

(SEAL)

Mayor of the Town of Smithfield, Virginia

ATTEST:

Clerk of the Town of Smithfield, Virginia

SCHEDULE I

**TOWN OF SMITHFIELD
GENERAL OBLIGATION REFUNDING BOND
SERIES 2020A-1**

Installment <u>Number</u>	Principal Installment <u>Amount</u>	<u>Due Date</u>
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[to be completed at closing]

**SUPPLEMENTAL APROPRIATION RESOLUTION
FISCAL YEAR 2020-2021**

WHEREAS, in order to provide for the operation of the government of the Town of Smithfield, the Town Council of the Town of Smithfield appropriate the funds budgeted for fiscal year 2020-2021, beginning July 1, 2020 at its regular council meeting on July 7, 2020; and,

WHEREAS, there are projects that were budgeted in Fiscal Year 2019-2020 that have not been completed; and,

WHEREAS, the Town Council finds it necessary to appropriate funds for expenditure in Fiscal Year 2020-2021.

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 the following 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, 2020, and ending on the 30th day of June, 2021:

A. From General Corporate Taxes and Revenue:

<u>Capital Outlay</u>	
For Community Development - Pinewood Heights	\$ <u>60,000.00</u>
Total Capital Outlay	\$ 60,000.00

B. From Water and Sewer Revenue

For Sewer:

Manhole inspections and rehab	\$59,869.50
Sanitary Sewer Inspection and TV lines	\$58,215.00
MOM Plan Review	\$49,410.00
Public Works vehicle (1/3 value)	\$ <u>12,500.00</u>
Total Sewer (Expenses)	\$179,994.5

For Water:

RO Plant BMP project	\$122,210.00
Hatch Door Replacement- maintenance	\$ 9,125.00
Flush valve – RO Plant	\$ 21,000.00
Public Works vehicle (1/3 value)	<u>\$ 12,500.00</u>
Total Water (Expenses)	\$164,835.00

C. Highway

Public Works vehicle (1/3 value)	<u>\$ 12,500.00</u>
Total Highway (Expenses)	\$ 12,500.00

These appropriations shall be effective as of July 1, 2020.

Adopted: August 4, 2020

T. Carter Williams, Mayor

Attest:

Lesley G. King, Clerk

RESOLUTION OF TRANSFER OF PRIMARY ROAD TO VDOT'S URBAN SYSTEM

CEDAR STREET - EXTENDED

The Town Council of The Town of Smithfield, during the regular meeting on August 4, 2020, adopted the following:

WHEREAS, the Virginia Department of Transportation constructed Cedar Street – Extended in conjunction with VDOT Project no. 7010-046-101-C501 / Route FR 659, and

WHEREAS, those segments identified on the project sketch serve local traffic and are desired to be transferred from the Primary System of State Highways to the local system of roads operated by the Town of Smithfield.

NOW THEREFORE, BE IT RESOLVED, the Town Council for the Town of Smithfield hereby requests the Commonwealth Transportation Board transfer those segments identified on the attached project sketch from the Primary System of State Highways to the Urban System of roads maintained by the Town of Smithfield pursuant to §33.2-315, Code of Virginia, and

BE IT FURTHER RESOLVED, this Board requests that, for those segments identified on the attached project sketch, the Virginia Department of Transportation renumber the segments to be included as part of the Urban System; and

BE IT FINALLY RESOLVED that a certified copy of this resolution be forwarded to the Resident Engineer of the Virginia Department of Transportation.

Adopted this 4th, day of August 2020.

TOWN COUNCIL OF THE
TOWN OF SMITHFIELD

By _____
T. Carter William, Mayor

ATTEST:

Clerk

TOWN COUNCIL STAFF REPORT: ORDINANCE AMENDMENT
PUBLIC HEARING: TUESDAY, AUGUST 4TH, 2020
SMITHFIELD ZONING ORDINANCE ARTICLE 2, SECTION U: HOME
OCCUPATIONS

In recent months, a number of Town residents in the Attached Residential (AR), Multi-Family Residential (MFR), and Residential Office (RO) zoning districts have inquired with Town staff about establishing “professional offices” in their homes. Professional offices are currently classified under Smithfield Zoning Ordinance (SZO) Section 2.U.15.f as home occupation uses.

Unfortunately, and pursuant to SZO Sections 3.E.C.13, 3.F.C.18, and 3.G.C.15, home occupation uses are only permissible in the AR, MFR, and RO districts following the successful acquisition of a Special Use Permit (SUP) from the Town Council.

In order to ease the burden on residents and prospective business owners, Town staff have initiated a text amendment to Article 2 of the SZO which would allow residents in all zoning districts to establish “professional offices” in their homes without having to obtain an SUP from the Town Council.

Additionally, by removing “professional office” from the uses listed in SZO Section 2.U.15 as requiring a home occupation permit, residents will now be able to establish professional offices in their homes without the additional hassle of obtaining a home occupation permit, provided they have acquired a business license from the Town Treasurer’s Office, and all other standards applied to home occupation uses are fulfilled. The bulk of the language proposed in this text amendment would appear as SZO Section 2.U.17, which would read:

Nothing in this Ordinance shall preclude an owner/occupant from having a professional office within their home. A professional office shall be excluded from obtaining a home occupation permit from the Planning and Zoning Administrator, so long as a business license is obtained from the Town, and all other applicable standards of this Section have been met.

At its Tuesday, July 14th, 2020 meeting, the Planning Commission favorably recommended this application to the Town Council, so long as the language “in excess of what is normally associated with a single-family dwelling” was removed from the proposed SZO Section 2.U.18. The requested change has been made.

Recommendation:

Town staff recommends approval as submitted.

For inquiries, contact John Settle at 1-(757)-365-4200 or jsettle@smithfieldva.gov.

shall have its permit revoked and the home occupation shall discontinue or correct operations within ten days upon notification.

14. Any person aggrieved by the action of the Planning and Zoning Administrator in granting, denying or revoking a home occupation permit or in stipulating conditions or corrections thereto may appeal the decision to the Board of Zoning Appeals.

15. Within the context of the above requirements, home occupation uses include, but are not limited to, the following:
 - a. Artist, sculptor or photographer.
 - b. Author or composer.
 - c. Computer programmer or internet service provider.
 - d. Home care provider
 - e. Tailor or seamstress.
 - ~~f. Professional office. (Repealed 2020-??-??)~~
 - g. Tutoring.
 - h. Salesperson, provided that no retail or wholesale transactions occur on premises.
 - i. Telephone answering service.
 - j. Music teacher, limited to two students at any one time.
 - k. Caterer.
 - l. Child day care provider (Babysitting for not more than 5 children; however a Special Use Permit may be an option for 6-11 children in some zoning districts.)

16. Specifically prohibited home occupation uses include, but are not limited to, the following:
 - a. Auto repair or auto paint shop.
 - b. (repealed 11-2014)
 - c. Gift shops.
 - d. Adult entertainment businesses and massage parlors.
 - e. Medical and dental clinics.
 - f. Veterinary activities and kennels.
 - g. Wrecking and towing service.
 - h. Welding and machine shop.
 - i. Beauty parlors.
 - j. Barber shops.
 - k. Nursing homes, convalescent homes, and adult care facilities.

- l. Child day care center.
- m. Eating establishments.
- n. Antique shops.
- o. Tourist homes.
- p. Fortune tellers.
- q. Small machinery repair shop.
- r. Other similar use.

~~(Ord. of 9-5-2000; Ord. of 11-4-2014)~~

- 17. Nothing in this Ordinance shall preclude an owner/occupant from having a professional office within their home. A professional office shall be excluded from obtaining a home occupation permit from the Planning and Zoning Administrator, so long as a business license is obtained from the Town, and all other applicable standards of this Section have been met.
- 18. Professional office home occupations may enjoy client visits to the property ~~in excess of what is normally associated with a single family dwelling~~ following the successful acquisition of a special use permit from the Town Council.

~~(Ord. of 2000-09-05; Ord. of 2014-11-04; Ord. of 2020-??-??)~~

V. Lot and Yard Requirements and Modifications

- 1. No structure or part thereof shall hereafter be constructed or moved on a lot which does not meet all of the minimum lot area and yard requirements established for the zoning district in which the structure is or is planned to be located.
- 2. The minimum lot width shall be measured at the minimum front yard setback line approved on the final subdivision plat. No portion of the lot between the front and rear yard setback lines shall be less than the minimum lot width required for the zoning district. Each lot must maintain a minimum street frontage of at least twenty-five (25) feet.
- 3. Pipestem lots (also known as “flag lots”) are not permitted in any residential district.
- 4. Cornices, awnings, eaves, ADA ramps, gutters, and other similar structural overhangs at least eight feet above grade may extend not more than three feet into any required yard.
- 5. Uncovered and unenclosed decks, porches, patios, terraces and other similar features not covered by a roof or canopy may extend or project into a front, side or rear yard setback line not more than four (4) feet.

TOWN COUNCIL STAFF REPORT: ORDINANCE AMENDMENT
PUBLIC HEARING: TUESDAY, AUGUST 4TH, 2020
SMITHFIELD ZONING ORDINANCE ARTICLES 3.L, 3.R & 10: SIGNAGE

Over the course of the past year, Town staff have been tasked with rigidly interpreting, administering, and enforcing the Town's sign ordinance. In particular, temporary signage has emerged as a high priority concern for Town staff, the Town Council, as well as the general public. Through this task, Town staff have had the opportunity to work with countless business owners, event organizers, political candidates, and an assortment of community figures- all of these interactions have assisted tremendously in forming Town staff's understanding of the strengths and weaknesses of the existing sign ordinance. Through the input of the aforementioned groups and individuals, Town staff became convinced that the existing sign ordinance was not only in need of revisions- it was in need of replacement altogether.

To better serve, enable, and protect the property owners, businesses, and residents of the Town, Town staff propose the complete repeal and replacement of the sign ordinance- Article 10 of the Smithfield Zoning Ordinance (SZO). Additionally, revisions are proposed for Articles 3.L & 3.R of the SZO. Collectively, these amendments to the SZO are intended to achieve the following:

- (1) The consolidation of all language regulating signage into Article 10 of the SZO. Currently, there are three different Articles (3.L, 3.R & 10) in which signage is regulated. This has proven problematic, as property owners in certain zoning districts and overlays seeking guidance on the permissibility of their proposed signage are caused to consult three different Articles for clarification. Articles 3.L & 3.R, the only Articles outside of the sign ordinance addressing signage, are also inconspicuously-named, causing the sign-related language contained therein to appear hidden or conniving. The proposed revisions to these Articles migrates this language into Article 10, effectively turning Article 10 into the "one stop shop" for Town signage regulations.
- (2) Another reason inspiring the replacement of the sign ordinance is the widespread duplication of language contained in the existing ordinance. In many cases, regulations that would apply to all sign types in all zoning districts is restated in each section outlining the restrictions in each zoning district. To shorten the overall length of the sign ordinance, and to make its use less arduous for both Town staff and residents alike, many sections of the old sign ordinance have been removed and noted in the "general requirements for all signs" section of Article 10. The most notorious example of this is the landscaping requirement for detached signs, which is currently referenced once in Article 3.R, and twelve times in Article 10. Under the proposed revisions, it appears only once throughout the SZO.
- (3) The proposed replacement Article 10 will bring the Town's sign ordinance into compliance with the *Reed, et al. v. Town of Gilbert, Arizona, et al. (2015)* decision. As a result of this United States Supreme Court case, sign ordinances are now prohibited from containing any language which may be considered content-based. This decision was decided (in part) to preserve the first amendment rights of Americans when expressing thoughts, opinions, etc. through signage. The most evident language contained in the proposed Article 10 that seeks to remedy the Town's noncompliance with this decision is

contained in the “purpose and intent” section of the ordinance. Additionally, any language throughout the ordinance which could be construed as being “content-based” was removed or replaced. The most prevalent example of this is the replacement of language referencing a type of sign’s content with the phrase “draws attention to”.

(4) Finally, and of the most interest to the general public is a sensical relaxation of Article 10, Section G- commonly referred to as the temporary sign ordinance. The proposed revisions to this section will result in the following sampling of relaxed standards:

- a. Applicants for temporary sign permits will no longer need to pay a ten dollar (\$10) fee, regardless of whether or not their proposed signage is for a business or a nonprofit.
- b. Temporary sign permits are only required in the instances in which the proposed signage conflicts with any of the standards contained within Article 10, Section G. This allows Town staff to review each proposed sign on a case-by-case basis to assess whether or not the proposed signage could be injurious to the health, safety, or welfare of the general public.
- c. Off-premises temporary sign permits are not required for the posting of signage at certain “high visibility” intersections in Town, so long as the property owner at that location provides their written consent to the applicant(s), and traffic safety visibility remains unobstructed, among other standards.
- d. Temporary signs may be erected for any duration of time, so long as that duration of time does not exceed a total of six months (continuously or cumulatively) in any calendar year. Under the current ordinance, temporary signs cannot be erected for more than thirty days- after which, the temporary sign must be removed for at least thirty days before a new temporary sign permit must be issued. This cycle cannot occur more than three times a year.
- e. Temporary sign permits are not required for temporary signage not visible from the public right-of-way. Under the current ordinance, these signs are not exempt.
- f. Temporary signs directing attention to matters of personal expression (i.e. political campaigns, religious beliefs, etc.) are finally and officially exempted from requiring a temporary sign permit. Under the current ordinance, these signs are not exempt.
- g. The temporary sign ordinance is now structured in such a way that restrictions are tailored towards specific uses (i.e. car dealerships, farming operations, downtown boutiques, etc.)- it is unfortunate that, from as early as 1998 onwards, the opposite has been a reality in Smithfield.

At its Tuesday, July 14th, 2020 meeting, the Planning Commission favorably recommended this application to Town Council, so long as the maximum allowable area for “event facility signs” is increased to six square feet. The Planning Commission’s requested change has been made through SZO Section 10.G.4.d.(1).

Recommendation:

Town staff recommend approval as submitted.

For inquiries, contact John Settle at 1-(757)-365-4200 or jsettle@smithfieldva.gov.

REDLINED ARTICLE 3.L

9. Where a lot is contiguous to property located in a residential district, all buildings shall have a minimum setback of 50 feet from common property lines. A landscaped buffer yard shall be provided, with landscape materials and placement subject to final plan approval. Fencing may be required in such cases with fence material and heights subject to final plan approval.

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

11. Refer to the Floodplain Zoning Overlay District, where applicable.

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

(Ord. of 2020-??-??)

Article 3.R:
Entrance Corridor Overlay District (ECO)

A. Purpose

The purpose for establishing these provisions is to protect the aesthetic and visual character of land in the Town of Smithfield adjacent to major existing and proposed highway corridors, as defined herein, and to provide for and promote their orderly development. The overlay district regulations are intended to supplement the regulations of the underlying zoning districts and to provide for compatibility of development along the identified corridors. All development proposed within this District shall be subject to the procedures, standards, and guidelines specified in the following Sections, in addition to those standards pertaining to the particular base zoning district in which the development occurs. In particular, the purpose of the Entrance Corridor District is to:

1. Encourage and better articulate positive visual experiences along the town's major existing and proposed highway corridors.
2. Provide for the continued safe and efficient use of these highway corridors.
3. Maintain natural beauty and scenic, cultural, and historical character of these corridors, particularly distinctive views, vistas, and visual continuity.
4. Protect existing natural vegetation and wildlife habitats along these corridors.
5. Discourage indiscriminate clearing, excessive grading, and clear cutting along these corridors.
6. Minimize cut and fill operations by placing emphasis on the retention of natural topography of these corridors.
7. Minimize intersections and individual site access points along these corridors.

The Planning Commission shall evaluate all proposed development activities within the Entrance Corridor Overlay District, with the exception of signage pursuant to Section L.2.a of ~~this~~ Article 10, which will include a review of the location, character and appearance of new development in the District. It is the purpose of such review to determine, in a cooperative fashion with the applicant, whether a proposed development plan meets the guidelines and other standards of this District.

(Ord. of 2019-01-08; Ord. of 2020-??-??)

B. Intent

The Entrance Corridor District shall include all lands within five-hundred (500) feet of each side of the following arterial rights-of-ways:

1. North Church Street/Business Route 10, extending from the town limits to the Pagan River Bridge.
2. West Main Street/United States Route 258, extending from the town limits to the intersection of United States Route 258 and United States Highway Route 10 Bypass.
3. South Church Street from Battery Park Road to the Cypress Creek Bridge.
4. South Church Street from the Bypass to Battery Park Road.
5. Bennis Church Boulevard/United States Highway Route 10 Bypass, extending the entire distance between the town corporate boundaries.
6. Battery Park Road from South Church Street to the Corporate Town Limits.

The boundary of the Entrance Corridor District may either follow a fixed distance as set forth in Section B of this Article or the defined boundaries of a natural or man-made feature as determined by the Planning Commission.

The boundary of the Entrance Corridor District shall be shown on the official Town of Smithfield Zoning Maps and shall be delineated as a surveyed line on any property proposed for development.

C. Affected Development

1. Review Required. All proposed development activities located within the Entrance Corridor Zoning District, with the exception of signage pursuant to Section L.2.a of ~~this~~ Article 10, shall be reviewed and approved by the Planning Commission. Any changes shall also receive such approval before proceeding. If a portion of the District will not be visible from the arterial highway once the project is completed, the Planning Commission may waive the special requirements of this Section for that portion. The Planning Commission may also review preliminary development plans or design development drawings at the request of the applicant.
2. Development activity permitted within the District. There shall be no alteration of the existing condition of the lands, uses or structures within the Entrance Corridor Overlay District from the date of enactment of this Article henceforth, except as provided for by this Section or by other sections of this Article.

3. Development activity prohibited within the District. These regulations are supplementary to the permitted uses and requirements for the appropriate underlying zoning district as contained in the Town of Smithfield Zoning Ordinances. Uses prohibited in the underlying zoning district are also prohibited in the Entrance Corridor Overlay District.

(Ord. of 2019-01-08; Ord. of 2020-??-??)

D. Tree Protection

1. Development of land for different uses and intensity of uses may necessitate the removal of trees to accommodate roads, parking, buildings, and facilities. It is the expressed intent of this Section that every effort be made through the design, layout, and construction of development projects to incorporate and preserve as many trees as possible.
2. No person shall cut, destroy, move, or remove any living, disease-free tree of any species having a trunk with a diameter at breast height (dbh) of six (6) inches or larger, in conjunction with any development of land governed by this Article unless and until such removal or destruction has been approved under the provisions of this Article.
3. No person shall cut or clear trees for the sole purpose of offering land for sale. Land may be underbrushed (“bushhogged”) in preparation for sale or development.
4. The clear-cutting of trees strictly in conjunction with timbering or silvicultural activities is permitted upon any lot, parcel, or tract of land located within the District except said clearcutting shall not occur within at least fifty (50) feet of any arterial right-of-way designated in Section B of this Article, unless otherwise permitted by the Town Council with a recommendation from the Planning Commission. Clear-cutting within fifty (50) feet of any arterial right-of-way designated in Section B of this Article shall require the planting of replacement trees in a like kind and quantity as were cut subject to the requirements of Section K of this Article.
5. A survey of all trees of applicable size shall be made and submitted in conjunction with the development plan. All trees proposed for removal shall be clearly noted. The tree survey shall be certified by either a licensed land surveyor, registered engineer, or landscape architect.
6. The requirement for a tree survey is waived in the case of golf course construction or when preliminary site evaluation by applicant reveals the ability to accomplish the proposed project without removal of any trees six (6) inches in diameter or larger. In the latter case, the

- c. Pedestrian and bicycle paths designed to provide continuous connection along the road corridor, provided they can be constructed without materially reducing the screening and visual softening capacity of the buffer yard.
- d. Lighting fixtures only for approved signs or if, for safety reasons, they cannot be placed outside the buffer and then only when electric utility lines serving these fixtures and necessary easements can be established and constructed without reducing the screening and visual softening capacity of the buffer yard.
- e. Signs in accordance with the Section L.2 of ~~this~~ Article 10 and the underlying zoning district.
- f. Clear sight distances at the permitted entrances and exits to any development as needed to provide for reasonable traffic safety, in accordance with accepted traffic engineering practices when recommended or required by the Virginia Department of Transportation.
- g. The addition of plantings, earthen berms, or other visual buffers which, in the opinion of the Planning Commission, would better achieve the purposes of this District.

(Ord. of 2019-01-08; Ord. of 2020-??-??)

H. Yard and Height Requirements

1. Yard requirements. The following yard requirements shall apply to any lot or parcel located within the Entrance Corridor District.
 - a. The visual buffer as required in Section E of this Article shall determine front yard setback for all structures and vehicular movement and parking areas. In no instance shall the setback for structures or vehicular parking areas be less than forty (40) feet. This minimum setback shall strictly apply on all portions of any lot or parcel abutting arterial public right-of-ways designated by this Article, including corner side yards.
 - b. Side yard setback for all structures and vehicular movement and parking areas shall be a minimum of ten (10) feet. The minimum corner side yard setback for any lot or parcel shall be forty (40) feet. One (1) foot shall be added to each side yard for each three (3) feet that the building height adjacent thereto exceeds forty-five (45) feet or three (3) stories, whichever is less.

L. **Signs** (~~Repealed 2020-??-??~~)

- ~~1. Purpose and intent. The purpose and intent of this Section is to regulate the use of publicly visible displays or graphics within the Entrance Corridor District; to protect and enhance the character of these arterial highways and surrounding areas; to prevent diminishing property values within these areas; to safeguard the public use and nature of these arterial highways; and, to minimize visual distractions to motorists along these arterial highways.~~
- ~~2. General regulations. The following shall apply to all signs within the District:~~
 - ~~a. Applicants for new or replacement signs in the District shall apply to the Zoning Administrator for review at the time of development plan review or as a separate submittal. The Planning and Zoning Administrator may approve any sign permitted in a residential district and/or any permitted sign not exceeding 150 square feet in area in a business or industrial district, if, in the opinion of the Planning and Zoning Administrator, such sign will not impair the character of the district.~~
 - ~~b. Signs shall meet all applicable requirements contained in Article 10 of the Town of Smithfield Zoning Ordinance.~~
 - ~~c. All signs shall meet the requirements of applicable State and Federal laws and/or regulations.~~
 - ~~d. The amount of information on signs shall be no more than is necessary to provide reasonable identification of the name and nature of the business to the passerby.~~
 - ~~e. Signs and advertising structures shall not obstruct any window, door, fire escape, stairway, ladder or opening intended to provide light, air or ingress and egress for any building or structure.~~
 - ~~f. No sign shall be used or permitted to portray information of an unlawful nature.~~
 - ~~g. Individual rate signs or price signs shall be prohibited. Motor vehicle fuel and service stations shall be allowed to integrate fuel and price information into a freestanding, detached business identification sign.~~
 - ~~h. No sign shall be higher than the roof line or parapet wall of any building for which the sign is proposed. A sign may be attached to the fascia of a pitched roof or structure, but may not be located so as to extend above the upper edge of the fascia of said roof. Also, a sign may be attached to the fascia of or located on the sloping roof of a structure, but may~~

~~not be located so as to extend more than four (4) feet above the lower edge of said sloping roof.~~

- ~~i. Temporary construction signs within the District shall comply with the design guidelines set forth in this Section and Article for colors and materials. In the case of multiple principals (for example, owner, developer, architect, engineer, contractor, or real estate or leasing agent), all information shall be contained on a single sign.~~
 - ~~j. Portable signs and off-premises business signs identifying seasonal signs shall be prohibited in the District.~~
- ~~3. Sign design standards. The following standards shall apply to all signs within the District:~~
- ~~a. A unified system of signage and graphics shall be required for each individual development within the Entrance Corridor District. The establishment of an integrated signage system for existing development within the District is strongly encouraged.~~
 - ~~b. These systems shall be reviewed for materials, colors, shapes, sizes, and compatibility with architecture, letter style, graphic display, and establishment of unity of design for the development.~~
 - ~~c. Materials, colors, and shapes of proposed signs shall be compatible with the related building(s). Size and proportions shall not be a dominant feature of the site and shall be judged by sizes and proportions of signs on adjacent and nearby properties that are compatible with Town character.~~
 - ~~d. Freestanding, detached signs shall be encased within a structure that is architecturally related to and compatible with the main building(s) and overall architectural design of the development.~~
- ~~4. Sign landscaping standards. The following landscaping standards shall apply to all signs within the District:~~
- ~~a. Landscaping shall be integrated with each individual freestanding, detached sign. Clustering of plant species shall be required to provide a pleasing composition mix of natural vegetation.~~
 - ~~b. All such landscaping shall be depicted on the landscaping plan as required in Section K of this Article.~~

~~5. Sign illumination standards. The following sign illumination standards shall apply to all signs within the District:~~

~~a. External lighting shall be limited to light fixtures utilizing white, not colored, lighting and shall not be blinking, fluctuating, or moving. Concealed and/or screened spotlight(s) or floodlight(s) shall provide external lighting. Spotlighting of signs shall be restricted to not more than one (1) 150-watt light per sign faces up to forty (40) square feet and no more than two (2) 150-watt lights per sign faces over forty (40) square feet. The sign base and/or proposed landscaping shall be designed to shield the light from on-coming motorists and to conceal the light fixture.~~

~~b. Internal illumination shall be limited to an internal white light contained within translucent letters and internal illuminated sign boxes, provided the background or field on which the copy and/or logos are placed, is opaque. The area illuminated is restricted to the sign face only.~~

~~6. Sign maintenance and abandonment.~~

~~a. Following project completion, all appearance features of signage required by the Planning Commission, the Planning and Zoning Administrator, or shown on an approved development plan shall be maintained in good condition by the owner and all subsequent owners of the property.~~

~~b. Any sign located on property that becomes vacant and is unoccupied for a period of sixty (60) days or more shall be deemed abandoned. The sign face or faces of an abandoned sign shall be removed by the owner of the sign or the owner or lessee of the property.~~

~~c. If the owner or lessee fails to remove the sign, the Zoning Administrator shall give the owner thirty (30) days written notice to remove the abandoned sign face or faces. Upon failure to comply with this notice, the Zoning Administrator may initiate such action as may be necessary to gain compliance with this Subsection.~~

~~7. Comprehensive sign plan.~~

~~a. Prior to erection of any sign, with the exception of temporary construction signs, noted herein, a comprehensive sign plan shall be submitted to the Zoning Administrator for review and approval if the proposed signage is in accordance with Section L.2.a of this Article.~~

~~b. The Plan shall provide the location and size of all proposed sign or signs within the development as well as proposed colors, sizes, lighting, location, etc.~~

~~(Ord. of 2019-01-08)~~

M. Exemptions to the Requirements of the Highway Corridor District

1. Single-family dwellings. The construction of detached single-family dwellings on individual lots or parcels within the Entrance Corridor District which are not located within a residential subdivision are exempt from this Article. Also construction of detached single-family dwellings on lots or parcels within a residential subdivision are exempt if the subdivision plat was legally recorded prior to adoption of this Article.
2. Agricultural structures. The construction of bona-fide agricultural structures required for on-premise farming operations involving the cultivation of crops or the raising and keeping of livestock and the preparation of land for cultivation of crops are exempt.

N. Development Plan Review

1. Applicability. All development proposed in the Entrance Corridor District and other applicable projects, with the exception of signage pursuant to Section L.2.a of ~~this~~ Article 10, shall submit a development plan to the Zoning Administrator for review by the Planning Commission.
2. Minimum requirements for development plan review. All development plans submitted for review shall be complete according to the requirements of this Article before being reviewed by the Planning Commission for conformance with all standards and guidelines of this Article. No development plan submitted for review shall be considered until the minimum items of submission required by this Article have been submitted in a format acceptable to the Zoning Administrator and the review fee as established by this Ordinance has been paid.
3. Content of development plan. A development plan submitted for review by the Planning Commission shall include clearly labeled plans, drawings, photographs and/or narratives depicting or presenting the following, unless deemed unnecessary by the Zoning Administrator due to the scope and nature of the proposed development:
 - a. Surveyed property lines.
 - b. Survey of existing topography and the location of trees and other vegetation meeting the preservation and/or protection provisions of this Article.

- c. A site development plan or plans depicting the dimensions and location of all structures (including rooflines), all site improvements with distances and dimensions, and the bufferyard requirements of Section E of this Article.
- d. Photographs or drawings of neighboring uses and architectural styles.
- e. Location of bordering public or private streets or roads and existing, proposed, and/or approved access points.
- f. Comprehensive sign plan prepared pursuant to Section L.2.g of ~~this~~ Article 10.
- g. Location, dimensions, and layout of all areas to be used for pedestrian movement areas and vehicular and parking areas.
- h. Architect's or artist's rendering of all proposed structures depicting the front, side and rear elevations including architectural treatment of all structural exteriors, including building materials and colors to be utilized.
- i. A landscaping plan prepared pursuant to Section K of this Article.
- j. Location and design of all proposed exterior site lighting within the proposed development.
- k. Location, size, and dimension of all yards and setbacks.
- l. A time-line or schedule as to the project start date, completion date, and occupancy date.

(Ord. of 2019-01-08; Ord. of 2020-??-??)

O. Development Plan Review Procedures

1. All development plans, with the exception of signage pursuant to Section L.2.a of ~~this~~ Article 10, shall be submitted and reviewed according to the following procedures:
 - a. A complete development plan shall be submitted to the Zoning Administrator.
 - b. After the complete development plan and related materials have been submitted, it shall be reviewed and processed by the Planning Commission and other affected governmental agencies for conformity to this Article and other applicable regulations.

The Planning Commission shall act upon a complete development plan and related materials as submitted by the applicant, or as modified by the development plan review process within thirty (30) days, unless extensive modification to the development plan or extenuating circumstances require additional time.

- c. Applicants shall be informed in writing of the outcome of their review including a list of required revisions, if necessary.
- d. Applicants shall be informed in writing of a final approval of the development plan.

(Ord. of 2019-01-08; Ord. of 2020-??-??)

P. Waivers

1. An applicant or owner may request a waiver, variation or substitution pursuant to the requirements and application of this article. A written request for a waiver, variation or substitution shall state the rationale and justification for such request together with such alternatives as may be proposed by the applicant or owner.
2. Such request shall be submitted to the Planning and Zoning Administrator with the filing of a preliminary or final site plan.
3. The Planning Commission, at its sole discretion, may accept the request for waiver, variation or substitution for any requirement in a particular case upon a finding that the waiver, variation or subdivision of such requirement would advance the purposes of this ordinance and otherwise serve the public interest in a manner equal to or exceeding the desired effects of the requirements of the ordinance. Alternately, the Planning Commission may recommend a conditional modification to the request or the Planning Commission may deny the request.
4. Approval or conditional approval of a waiver, variation, or substitution shall be accompanied by a statement from the Planning Commission as to the public purpose served by such waiver, variation, or substitution, particularly in regard to the purpose and intent of this article, this ordinance, the subdivision ordinance, and the Comprehensive Plan.
5. No such waiver, variation, or substitution shall be detrimental to the public health, safety or welfare, orderly development of the area, sound engineering practice, or to properties located within the project impact area.

Article 10:
Sign Regulations

A. Purpose and Intent:

The purpose of this article is to regulate the size, location, height and construction of all signs for public observance; to protect the public health, safety, convenience and general welfare; to facilitate the creation of a convenient, attractive and harmonious community, to protect property values; and to further the urban design and economic development objectives. To these ends, these regulations are intended to promote signs that are:

1. Compatible with the landscape/streetscape and architecture of surrounding buildings, including historic sites and structures;
2. Legible and appropriate to the activity to which they pertain;
3. Not distracting to motorists;
4. Constructed and maintained in a structurally sound and attractive condition; and
5. Pertaining to use or business that is in operation on the premises.

B. Sign Permit Requirement:

Except as provided hereinafter, no sign shall be erected, installed, used, altered, painted, relocated, replaced or reconstructed until a Sign Permit has been issued by the Administrator and approved by the Board of Historic and Architectural Review if applicable, and a building permit has been issued by Isle of Wight County. For the purpose of this Ordinance, all signs are considered accessory uses and, unless specifically qualified, shall be located on the same lot with the principal use to which they pertain.

(Ord. of 9-5-2000)

C. Sign Permit Procedures:

1. **Applicability:** A Sign Permit shall be required for all signs.

2. **Filing of Application and Fees:** Applications for Sign Permits shall be filed on a form provided by the Planning and Zoning Administrator, shall contain information required herein, and shall be accompanied by a fee to be established by the Town Council.

3. **Information Required:** All applications for Sign Permits shall be submitted on standard Town application forms and the applicant shall provide additional written or graphic exhibits to incorporate the following information:
 - a. Name, address, and telephone number of the sign erector, sign owner, and property owner.
 - b. Position of the sign with distances in relation to adjacent lot lines, buildings, sidewalks, setbacks, streets and intersections shown on a legal plat produced by a licensed surveyor or engineer.
 - c. Landscaping plan for proposed detached signs. Refer to Article 10, Section E, paragraph 6.
 - d. Type of sign and general description of structural design and construction materials to be used.
 - e. Purpose of the proposed sign.
 - f. Drawings of the proposed sign which shall contain specifications indicating the height, perimeter and area dimensions, means of support, method of illumination, colors, and any other significant aspect of the proposed sign.
 - g. Any other information requested by the Planning and Zoning Administrator in order to carry out the purpose and intent of these regulations.

(Ord. of 9-5-2000)

D. Sign Definitions:

For the purpose of this article, certain terms and words pertaining to signs are hereby defined. The general rules of interpretation contained in this article are applicable to these definitions.

1. **Abandoned Sign.** An existing sign that advertises a business that is no longer in operation.

2. **Accessory Sign.** A sign relating only to the uses of the premises on which the sign is located or products sold on the premises on which the sign is located, or indicating the name or address of a building, the occupants or management of a building on the premises where the sign is located.

3. **A-Frame Sign (Sandwich Board).** A sign which is made of an a-frame shaped structure, that is no greater than forty-eight inches (48") in height and thirty inches (30") in width and is not considered permanent signage for the purposes of this ordinance. A-frame signs can be permitted as temporary signs as per Article 10:G; 1, or they can be permitted for on-going use as per Article 10:G; 2.
4. **Animated Sign.** A sign utilizing any form of movement, including, but not limited to, animation, revolution, vertical or horizontal motion, whether electrical, mechanical, windblown, or through change in lighting.
5. **Awning Sign.** A sign painted or printed on, attached flat or sewn onto valance or body of any awning.
6. **Banner.** A piece of cloth, plastic or other flexible material on which words, letter, figures, colors, designs or symbols are inscribed or affixed for the purposes of advertisement, identification, display, or direction and which is suspended for display, typically from buildings or poles.
7. **Billboard Sign.** A sign used as an outdoor display for the purpose of advertising or promoting a business, service, activity or products which is not located on the premises on which a sign is situated.
8. **Canopy Sign.** A sign attached to or displayed on a canopy. For the purpose of this Article, a canopy is a permanent, roof-like structure of rigid materials either supported by and extending from a building or free-standing, including marquee or porte cocheres.
9. **Changeable Copy Sign.** A sign or part of a sign that is designed so that characters, letters, or illustrations can be changed or rearranged without altering the face or surface of the sign.
10. **Construction Sign.** A temporary sign which identifies the character of facilities being actively constructed or altered, the anticipated sale, lease or rental of those facilities, or the identity of the persons or firms engaged in the promotion, financing, design, construction, or alteration of such facilities.
11. **Detached Sign.** An on-site free-standing sign not attached to a building, but which is affixed to the ground. A sign attached to a flat surface such as a fence or wall that is not a part of a building shall be considered a detached sign.

12. **Directional Sign.** An on-premises sign giving directions, instructions, and/or facility information, but containing no advertising copy (e.g., parking, exit, or entrance signs).
13. **Directory Boards.** A subsidiary sign listing the names, uses, and/or location of various businesses conducted within a building or group of buildings.
14. **Double-Faced Sign.** A sign with two parallel, or nearly parallel, faces, back to back, and located no more than 24 inches from each other.
15. **Externally Illuminated Sign.** A sign which does not produce artificial light from within itself but which is opaque and illuminated by spotlights or floodlights not a part of or attached to the sign itself.
16. **Festoons.** A string of ribbons, tinsel, small flags, pennants, pinwheels, or similar devices.
17. **Flashing Sign.** An illuminated sign on which the artificial or reflected light is not maintained stationary and constant in intensity and color at all times when in use.
18. **Flat Sign.** A sign painted, on panels or individual letters mounted to a wall or cornice on exterior walls of a building and is supported throughout its length by such wall or building, not extending more than 18 inches from the building or wall.
19. **Gasoline Station Signs.** Signs for buildings and premises in which the primary source of revenue is the retail dispensing of motor fuels. This information must be verified by applicant prior to the issuance of sign permits.
20. **General Advertising Sign.** Any sign which is not an accessory sign or which is not specifically limited to a special purpose by these regulations.
21. **Internally Illuminated Sign.** Any sign designed to give forth artificial light from within itself.
22. **Marquee.** A permanent structure, awning or canopy projecting beyond a building wall at an entrance to a building or extending along and projecting beyond the building's wall and generally designed and constructed to provide protection against the weather.
23. **Marquee Sign.** Any sign attached to or hung from a marquee.

24. **Off Premises Directional Sign.** A sign which is not located on the same premises as the use to which it refers and which is intended to provide information as to the identity and location of use, but which does not otherwise qualify as an advertising sign.
25. **Off Premises Directional Open House Sign.** A temporary sign which is intended to provide information on the location of a real estate open house, and which is not located on the same premises as the dwelling unit to which it refers.
26. **Political Sign.** A temporary sign which pertains to an issue or candidate in a pending election.
27. **Projecting Sign.** A sign which is attached to and projects more than 18 inches from the face of a wall of a building.
28. **Realty Sign.** A temporary sign which advertises the sale, lease, rental, or display of the lot or building upon which such sign is displayed.
29. **Roof Sign.** A sign which is an integral part of the building design and is attached to, painted on, or supported by the roof of a building.
30. **Sign.** An identification, description, illustration, or device which is affixed to or represented directly or indirectly upon a building, structure, or land and which directs attention to a product, place, activity, person, institution, or business.
31. **Sign Area.** That area which outlines the outer extremities of all letters, figures, characters, and delineations, or within an area including the outer extremities of the framework or background of the sign, whichever includes the larger area. The support for the sign background, whether it be columns, a pylon, or a building or part thereof, shall not be included in the sign area. Only one side of a double-faced sign shall be included in a computation of sign area, if the faces are not more than 24 inches apart. For other signs with more than one face which are more than 24 inches apart, each side shall be included in a computation of sign area. The area of a cylindrical or spherical sign shall be computed by multiplying one-half of the circumference by the height of the sign.
32. **Sign Height.** The vertical distance from the street grade or the average lot grade at the front setback line, whichever produces the greater vertical distance, to the highest point of the sign.
33. **Temporary Sign.** A sign, banner, A-Frame, pennant, poster, or advertising display constructed of cloth, plastic, sheet, cardboard, wallboard, or other materials, intended to

be displayed for a limited period of time, and not permanently attached to a building or the ground.

34. **Wall Area.** The area of a structure that measures from the roof soffit to the ground. The roof of a structure, if on a different plane than the wall, shall not be included in the calculations of the wall area.
35. **Window Sign.** A sign painted onto or physically affixed to a building window including upper floor windows and the glazing of doors or signs legible from any vehicular public right-of-way through a building window, limited to 10 percent of the total glass area of the window in which they are placed.
(Ord. of 9-5-2000; Ord. of 5-4-2004; Ord. of 11-3-2009)

E. General Requirements for All Signs:

The following regulations shall apply generally to all signs and are in addition to the regulations that apply to signs in each district:

1. **Sign Information and Sign Erection:** All signs shall be erected within sixty (60) days from the date of issuance of the permit; otherwise, the permit shall become null and void and a new permit shall be required. Each sign requiring a permit shall be clearly marked with the permit number and name of the person or firm placing the sign on the premises. Fees for sign permits shall be in accordance with this article or as may be otherwise amended from time to time by the Town Council.
2. **Number of Signs:** Except as otherwise provided, these regulations shall be interpreted to permit one sign of each permitted type, in accordance with applicable regulations, for each street frontage, for each permitted use on the premises. For the purpose of this regulation, sign types are flat, detached, A-frame, projecting and marquee signs.
3. **Responsibility:** The owner and/or tenant of the premises and the owner and/or erector of the sign shall be held responsible for any violation of these regulations. Where a sign has been erected in accordance with these regulations, the sign company shall be relieved of further responsibility under these regulations after final approval of the sign by the Administrator.
4. **Maintenance:** All signs shall be maintained in good condition and appearance. Lights for illuminated signs shall be maintained in good working order. After due notice has been given as provided below, the Administrator may cause to be removed any sign which shows gross neglect or becomes dilapidated, at the owner's expense.

5. **Removal:** The Administrator shall remove or cause to be removed any sign erected or maintained in conflict with these regulations if the owner or lessee of either the site or the sign fails to correct the violation within 30 days after receiving written notice of violation from the Administrator. Removal of a sign by the Administrator shall not affect any proceedings instituted prior to removal of such sign.

6. **Landscaping:** All landscaping plans for any proposed detached signs shall be prepared by a qualified landscaped designer, nurseryman, horticulturalist or Certified Landscape Architect. Qualifications and/or certification shall be shown on the site plan or plat and must include the name, address and phone number of the person(s) that prepared the landscaping plan. The landscaping plan shall be submitted before any sign permit is issued. All landscaping shall be completed within sixty (60) days from the date of issuance of the sign permit. A landscaped planting area shall be provided around the base of any detached sign. The planting area shall contain a minimum of 2 times the area of the sign, be a minimum of 4 feet in width, be protected from vehicular encroachment, the detached sign shall be located approximately in the center of the planting area, and be landscaped with a combination of low-growing shrubs and groundcovers (other than grass), including a minimum of 4 shrubs. The quality and type of all new plant materials installed on a site shall be in accord with the specifications of the American Association of Nurserymen, provided that the transplanting of trees and shrubs may be done in accordance with accepted horticultural and silvicultural practices. The planting and placement of trees shall be done in accord with the standardized landscape specifications of the Virginia Society of Landscape Designers and the Virginia Chapter of the American Society of Landscape Architects. The landscaping shall be maintained in good condition and appearance.

7. **Changeable Message Signs:** For permanent signs with changeable message panels or zip tracks, the changeable message area of the sign shall not exceed 25 percent of the total sign area, except for gasoline price signs which shall not exceed 75 percent of the total sign area.

8. **Structural and Safety Characteristics:** Structural and safety features and electrical systems shall be in accordance with the requirements of the applicable codes and ordinances. No sign shall be approved for use unless the structural plans have been reviewed, a permit has been issued, and the plans are in compliance with all the requirements of this Ordinance and applicable technical codes. All signs which are electrically illuminated shall require a separate electrical permit and inspection by the Isle of Wight County Building Office.
(Ord. of 9-5-2000; Ord. of 11-3-2009)

F. Exempt Signs:

The following signs are exempted from the provisions of these regulations and may be erected or constructed without a permit but in accordance with the structural and safety requirements of the building code.

1. **Traffic Signs and Signals.** Signs erected and maintained pursuant to and in discharge of any federal, state, or county government function, or as may be required by law, ordinance, or governmental regulation including official traffic signs and signals, warning devices, and other similar signs.
2. **Changing of Message Content.** Changing a copy on a bulletin board, poster board, display encasement, marquee or changeable copy sign.
3. **Temporary, Non-Illuminated Window Signs.** Temporary, non-illuminated window signs in display windows in a business district, limited to 10 percent of the total glass area of the window in which they are placed.
4. **Temporary, Non-Illuminated Real Estate Signs.** Temporary, non-illuminated real estate signs advertising real estate for sale or lease shall be exempt from obtaining a sign permit with the following restrictions:
 - a. All real estate signs advertising commercial property or a residential subdivision of 10 lots or more shall be a maximum of 32 square feet and shall not exceed 24 months in use.
 - b. All real estate signs advertising single-family residential lots for sale or lease shall not exceed 4 square feet and be limited to one per lot.
 - c. There shall be no more than one real estate sign per road frontage and must be located on the property.
 - d. Off premises open house real estate signs advertising the sale, lease or rental of property shall be displayed only when the residential unit is open for public viewing, shall be limited to 4 square feet in size, and shall not be displayed for more than three (3) days in any seven (7) day period.
5. **Non-Illuminated Signs Identifying Official State Automobile Inspection Stations.** Non-illuminated signs identifying official state automobile inspection stations and the inspection number which is due, provided that such signs shall not exceed 10 square feet in area and shall be limited to one sign for each street frontage. Such signs shall not be

included in any computation of sign area. "A-frame" designs shall be considered as a single sign for the purposes of computing sign area.

6. **Temporary, Non-Illuminated Construction Signs.** Temporary non-illuminated signs not more than 32 square feet in area, erected in connection with new construction work and displayed on the premises during such time as the actual construction work is in progress, one such sign for each street frontage.
7. **Non-Illuminated Signs Warning Trespassers.** Non-illuminated signs warning trespassers or announcing property as posted, without limitations on number or placement, limited in area to two square feet.
8. **Mounted or Painted Sign On A Vehicle.** Mounted or painted signs on a truck, bus, or other vehicle shall be permitted while in use in the normal course of business and at the driver's residence.
9. **Directory Boards.** Directory boards which are detached or flat and designed as a outdoor means of providing information concerning the location of individual establishments or offices within an office, retail, or industrial complex, provided that such signs are not legible from any public right-of-way and do not exceed 16 square feet with a maximum width of 2 feet provided that only one such sign shall be permitted per building. (Ord. of 9-5-2000; Ord. of 5-4-2004)
10. **Temporary, Non-Illuminated Event Signs.** For event facilities, marquee or changeable copy/message signs are preferred as the principal form of signage to avoid the use of temporary, non-illuminated event signs. However, temporary, non-illuminated event signs shall be exempt from obtaining a sign permit with the following restrictions:
 - a. All temporary, non-illuminated event signs shall not exceed four (4) square feet.
 - b. Temporary, non-illuminated event signs must be located on event facility property.
 - c. Regardless of the number of events, and regardless of the event to which a sign pertains, there shall be no more than one (1) temporary, non-illuminated event sign per road frontage.
 - d. Where proposed, temporary, non-illuminated event signs are allowed for a period no earlier than six (6) days prior to the event, and must be removed within one (1) day following the event's conclusion- no temporary, non-illuminated event sign may be erected for a period exceeding seven (7) days. The seven (7) day time period may be extended following a written request to the Zoning Administrator or their designee, showing reasonable cause.

- e. Event facilities operating on Town property are exempt from these standards.
(Ord. of 2019-09-03)

G. Temporary Signs:

1. The Planning and Zoning Administrator may issue temporary sign permits or banner permits for the following signs and banners, when in his opinion, the use of such signs and displays would be in the public interest and would not result in damage to private property. The fee for a temporary sign or banner shall be \$10.00. This fee shall be waived for bonafide non-profit organizations. Temporary signs or banners listed in (a), (b) and (d), below, may be erected for no more than fourteen (14) days prior to the special event and must be removed no later than seven (7) days after the special event has concluded; and may be erected for a maximum of thirty (30) consecutive days, but the temporary sign or banner must then be removed for at least a thirty (30) consecutive day period and shall not be erected for more than a maximum of 3 months of any calendar year. For temporary signs listed in (c), below, the Zoning Administrator shall prescribe regulations and restrictions as deemed appropriate.
 - (a) Signs or banners not exceeding 32 square feet advertising a special civic or cultural event such as a fair, exposition, play, concert, or meeting, sponsored by a governmental, civic, non-profit, or charitable organization.
 - (b) Special decorative displays used for holidays, public demonstrations, or promotion for nonpartisan civic purposes.
 - (c) Signs displayed at recreational ball fields not exceeding 32 square feet per sign. The back of the sign shall be the same color as prescribed by the Zoning Administrator. The sign(s) shall be displayed only during the regular season of the individual sport.
 - (d) Banners when used in conjunction with a special sales promotion in a district where such sales are permitted, the opening of a new business, a special one-time auction of real or personal property in estate or bankruptcy sales, or an establishment going out of business in any commercial or industrial district. Limit one banner.
 - (e) Temporary portable signs, such as A-Frame signs, not exceeding 32 square feet in area, which are intended to identify or display information pertaining to an establishment for which permanent free-standing signage is on order as

evidenced by presentation of a copy of an executed order form for such permanent signage to the Administrator. Such permit shall expire and the portable sign shall be removed upon the arrival of the permanent sign or 30 days, whichever shall occur first.

- (f) Banners when used to announce the grand opening and initiation of sales or leasing of lots and/or dwelling units within a newly developing residential project have at least 10 lots or units. The cumulative area of all such banners erected for any single residential project shall not exceed forty (40) square feet. Banners shall not be illuminated. The duration of such permit shall not exceed thirty (30) days.
- (g) Political or campaign signs and posters shall not be placed on any public property, public right-of-way, or Virginia Department of Transportation right-of-way. Political signs can only be placed on private property and cannot create any sight distance problems for motorists.

2. A-frame signs (For on-going use)

- a. It shall be unlawful for any person to cause an A-frame sign to be placed in any right-of-way, sidewalk or other public property of the town without first obtaining an encroachment permit.
- b. Upon determination that an A-frame sign will not materially or unreasonably interfere with the use of any public right-of-way, sidewalk or other public property or constitute a hazard, the town council or its designee may issue an encroachment permit for an A-frame sign subject to the following conditions (A-frame signs to be placed on private property are subject to the same conditions):
 - 1) A-frame signs shall only be permitted in D, Downtown, HR-C, Highway Retail Commercial, PS-C, Planned Shopping Center, R-O, Residential Office, I-1, Light Industrial and I-2, Heavy Industrial Districts.
 - 2) Two sign faces shall be permitted per A-frame sign.
 - 3) A-frame signs shall be positioned to allow a five-foot clear sidewalk area for pedestrians. The sign shall be placed in the right-of-way, sidewalk, other public property or private property in a manner that shall meet all ADA standards.

- 4) A-frame signs shall only be permitted on the right-of-way, sidewalk, other public property or private property in front of the business which holds the permit.
- 5) There shall only be one A-frame sign allowed per business.
- 6) Colors shall blend with and compliment the overall color scheme of the street and shall not consist of obtrusive colors such as neon or day-glo. A-frame signs shall be non-illuminated.
- 7) The material for changeable messages may be chalk board or wipe down board.
- 8) The sign must be durable, sturdy and stable and shall be weighted sufficiently to withstand wind gusts or weather conditions. The sign must be constructed of substantial and quality materials.
- 9) The total size of an A-frame sign shall not exceed forty-eight inches (48") in height and thirty inches (30") in width.
- 10) A-frame signs must be removed from the right-of-way, sidewalk, other public property or private property at the end of each business day.
- 11) Notwithstanding the above, the Zoning Administrator shall have the authority to order that A-framed signs shall be removed in any case where the signage may produce distractions to motorists, threats to public safety, violent contrasts of materials or colors and intense and lurid colors or patterns, or details inconsistent with the ordinance or with the prevailing character of the surrounding neighborhood, the Historic District or the Entrance Corridor Overlay District.

(Ord. of 9-5-2000; Ord. of 5-4-2004; Ord. of 11-3-2009)

H. Prohibited Signs:

1. Off-premises signs, including billboards, unless otherwise specified in this ordinance.
2. Permanent pennants, banners, festoons, streamers, balloons and all other flutter, spinning, inflatable or similar type signs and advertising devices are prohibited except for the following: national flags, flags of a political subdivision of the United States and 2 decorative house flags per household. Flags of a bona fide civic, charitable, fraternal, and welfare organizations, during nationality recognized holiday periods, or during a special civic event, may be displayed by temporary permit as provided above in this Article, and further provided that the Administrator may approve special flags and flag poles when, in his opinion, they form an integral design feature of a building or group of buildings and not an ordinary advertising device.

3. Permanent advertising signs attached to fences in recreation areas are prohibited in all residential districts.
4. No sign which is not an integral part of the building design shall be fastened to and supported by or on the roof of a building and no projecting sign shall extend over or above the roof line or parapet wall of a building.
5. No sign shall be constructed erected, used, operated, or maintained which displays intermittent lights resembling, or seeming to resemble, the flashing lights customarily associated with danger or such as are customarily used by police, fire, or ambulance vehicles, or for navigation purposes.
6. No flashing signs shall be permitted in any district.
7. No sign shall be constructed, erected, or operated, or maintained which is so located and so illuminated as to provide a background of colored lights blending with traffic signal lights which may confuse a motorist when viewed from normal approaching position of a vehicle at a distance of 25 to 300 feet.
8. No sign shall be attached to trees, utility poles, or any other unapproved supporting structure.
9. No signs shall project over public right-of-way without express permission of the Town Council except for permitted flat signs which may project not more than 18 inches.
(Ord. of 5-4-2004)

I. Nonconforming Signs:

Any sign which was lawfully in existence at the time of the effective date of this Ordinance which does not conform to the provisions herein, and any sign which is accessory to a lawful nonconforming principal use, shall be deemed a lawful nonconforming sign, and may remain, subject to the following:

1. Permitted signs for a conforming business or industrial use in a residential district shall consist of those signs permitted in the HR-C, Highway Retail Commercial District.
2. A nonconforming sign must be kept in good repair and condition. However, any sign which is declared to be unsafe or unlawful by any authorized Town official because of its physical condition may not be restored, repaired or rebuilt, but must be removed.

3. In any zoning district, where any sign does not comply with the provisions of this ordinance, such sign and any supporting structures may be maintained in their existing condition. Nonconforming signs can be repainted or refaced so long as the height and landscaping requirements are met in the underlying zoning district. Nonconforming signs in the Historic District are still subject to review by the Board of Historic and Architectural Review. Nonconforming signs may not be enlarged, extended, moved, modified, reconstructed or structurally altered except in accordance with this section. No nonconforming sign shall be enlarged, extended, moved, modified, or structurally altered without first obtaining the necessary permits from the Town of Smithfield and Isle of Wight County.
4. A nonconforming sign must be removed if the structure, building or use to which it is accessory is destroyed, or demolished to an extent exceeding 50 percent of the appraised value of the principal structure, building or use.
5. A nonconforming sign which is destroyed or damaged to an extent exceeding 50 percent of its appraised value may not be altered, replaced, or reinstalled unless it is in conformance with this Article unless such restoration, repair, or replacement and use is approved as a special exception by the Planning Commission. If the damage or destruction is 50 percent or less of the appraised value, the sign may be restored within 60 days of the damage, but shall not be enlarged in any manner.
6. Applications for unusual signs or displays which give rise to questions of interpretation of these regulations may be referred by the Administrator to the Board of Zoning Appeals for the purpose of interpretation by the Board and recommendation for action on the application by the Administrator. If, in the opinion of the Board, the application is not adequately covered by these regulations, the Board may make recommendations for amendment of this Ordinance.
7. Supporting structures for nonconforming signs may continue in use for a conforming sign if said supporting structures comply in all respects to the applicable requirements of this ordinance and other ordinances of the Town of Smithfield.
(Ord. of 9-5-2000)

J. Abandoned Signs:

A sign, or message portion of the sign, including its supporting structure, anchors, brackets, or similar components, shall be removed or replaced with a blank "shell" of the same material as the rest of the sign by the property owner upon which the sign is located when the business it

advertises is no longer on the premises. Such sign, if not removed or properly replaced with a blank "shell" within sixty (60) days from the termination of occupancy by such business shall be considered to be in violation of this section, and the Planning and Zoning Administrator may cause the abandoned sign to be removed at the property owner's expense.

(Ord. of 9-5-2000)

K. Sign Requirements in Zoning Districts:

The following sign regulations shall apply to permitted signs in the respective zoning districts:

1. Permitted signs in Residential Districts:

C-C	Community Conservation District
N-R	Neighborhood Residential District
S-R	Suburban Residential District
DN-R	Downtown Neighborhood Residential District
A-R	Attached Residential District
MF-R	Multi-Family Residential District

The following accessory non-illuminated or externally illuminated signs shall be permitted in the Town's residential districts as listed hereinabove:

- a. Signs limited to 32 square feet in area for a church bulletin board or identifying a church, school, park, playground, library, museum, or other permitted public or semi-public use, recreational use or club. In the case of a detached sign, an additional area not exceeding 24 square feet may be devoted to architectural elements which serve as support or base for such sign and which are not part of the message portion of the sign.
- b. Detached signs shall:
 - (1) Have a maximum height of 8 feet; and not be located within 10 feet of any street right-of-way, other property line, alley or driveway intersecting a street.
 - (2) One detached sign per street entrance identifying a residential subdivision or manufactured home park, limited in area to 18 square feet. Two (2) such signs are permitted if erected in conjunction with a media (formal gateway entrance) and approved as part of the plan of development or subdivision application.

- (3) A name plate or directional sign, limited in area to two square feet, to identify the owner or occupant of a dwelling or building or a permitted home occupation.
 - (4) One sign not exceeding 32 square feet in area identifying a multi-family development, single-family attached development site, nursing home, day care centers, lodging house and similar permitted uses in the district. Such sign shall be attached flat against a main building or may be detached.
 - (5) Be landscaped in accordance with Section E.6 of this Article.
- c. Historic Preservation District (HP-O). In the HP-O District, the Board of Historic and Architectural Review shall approve the design compatibility of all signs in accordance with Article 10. All signs must meet the underlying zoning district sign regulations. The Board of Historic and Architectural Review may authorize an alternative signage plan or additional requirements that does not strictly adhere to the area, number, height and location criteria within the HP-O District if it is determined that the design is more consistent with the architectural character of the building to which it relates and other surrounding properties and as guided by the Town of Smithfield's Historic District Guidelines for signs.

2. Permitted Signs in the R-O, Residential Office District:

The following accessory illuminated or non-illuminated signs shall be permitted in the R-O, Residential Office District.

- a. Non-illuminated signs permitted in all residential districts, provided that signs identifying uses which are permitted in the residential districts shall be subject to the regulations set forth in that section.
- b. One non-illuminated or externally illuminated detached sign for identification of a bank, office building, funeral home, studio, or its occupants or similar uses permitted in the R-O district. Such sign shall meet the following conditions:
 - (1) The detached sign shall be limited in area to 32 square feet.
 - (2) No detached sign shall exceed a height of 10 feet.

- (3) No detached sign shall be located within the area of a lot comprised of 30% of the total width or depth of the lot lying adjacent to a residential use.
 - (4) No detached sign shall be located within 10 feet of any street right-of-way line, other property line, alley or driveway intersecting a street.
 - (5) Landscaping in accordance with Section E.6 of this Article.
- c. A group of two or more contiguous stores or businesses per building shall combine permitted detached sign area to provide a single detached sign advertising the businesses and the combined sign shall:
- (1) Not exceed 50 square feet, with a maximum of 32 square feet of sign area per business;
 - (2) Not exceed a height of 10 feet;
 - (3) Be constructed of the same material for all businesses advertised; and
 - (4) Not be within 10 feet of any street right-of-way, other property line, alley or driveway intersecting a street.
 - (5) Be landscaped in accordance with Section E.6 of this Article.
- d. Flat signs shall be limited to 10 percent of the wall area on which the sign is located. No one sign shall exceed 18 square feet.
- e. Projecting awning, canopy or marquees sign, if they are not detached signs, limited to one for each business on the premises, with sign area limited to 12 square feet non-illuminated or externally illuminated. Projecting signs which extend over a public sidewalk shall be limited in area to 9 square feet.
- f. Directional signs limited in area to 4 square feet shall be permitted as accessory signs and not included in any computation of sign area. One per entrance not to exceed 3 feet in height nor located within 5 feet of any street right-of-way line.
- g. One A-frame sign shall be allowed per business. A-frame signs (Sandwich boards) shall be limited to forty-eight inches (48") in height and thirty inches (30") in width and shall not be illuminated. A-frame signs must be removed from the right-of-way, sidewalk or other public property at the end of each business day.

3. Permitted Signs in the D, Downtown District

The following accessory illuminated or non-illuminated signs shall be permitted in the D, Downtown District:

- a. Non-illuminated signs permitted in all residential districts, provided that signs identifying uses which are permitted in the residential districts shall be subject to the regulations set forth in that section.

- b. One detached sign is permitted. Such sign shall:
 - (1) Have a maximum area of 16 square feet;
 - (2) Have a maximum height of 8 feet; and
 - (3) Not be located within 5 feet of any street right-of-way line, other property line, alley or driveway intersecting a street.
 - (4) Be landscaped in accordance with Section E.6 of this Article.

- c. A group of two or more contiguous stores or businesses per building shall combine permitted detached signs to provide a single detached sign advertising the businesses. Such sign shall:
 - (1) Have a maximum area of 32 square feet;
 - (2) Have a maximum height of 10 feet;
 - (3) Be constructed of the same material for all businesses advertised; and
 - (4) Not be located within 5 feet of any street right-of-way line, other property line, alley or driveway intersecting a street.
 - (5) Be landscaped in accordance with Section E.6 of this Article.

- d. Flat signs shall be limited to 10 percent of the wall area on which the sign is located. No one sign shall exceed 72 square feet. Signs on residential buildings used for commercial purposes shall not exceed 18 square feet.

- e. One non-illuminated or externally illuminated projecting awning, canopy, or marquee sign per business on the premises if there are no detached signs. Such sign shall not exceed 12 square feet. Projecting signs which extend over a public sidewalk shall be limited to a maximum area of 9 square feet.

- f. Directional signs limited in area to 4 square feet shall be permitted as accessory signs and not included in any computation of sign area. One per entrance not to exceed 3 feet in height nor located within 5 feet of any street right-of-way line.

- g. Historic Preservation District (HP-O). In the HP-O District, the Board of Historic and Architectural Review shall approve the design compatibility of all signs in accordance with Article 10. All signs must meet the underlying zoning district

sign regulations. The Board of Historic and Architectural Review may authorize an alternative signage plan or additional requirements that does not strictly adhere to the area, number, height and location criteria within the HP-O District if it is determined that the design is more consistent with the architectural character of the building to which it relates and other surrounding properties and as guided by the Town of Smithfield's Historic District Guidelines for signs.

- h. One A-frame sign shall be allowed per business. A-frame signs (Sandwich boards) shall be limited to forty-eight inches (48") in height and thirty inches (30") in width and shall not be illuminated. A-frame signs must be removed from the right-of-way, sidewalk or other public property at the end of each business day.

4. **Permitted Signs in the Highway Retail, HR-C, Commercial Industrial, C-I, and Planned Shopping Center, PS-C, Districts.**

The following accessory illuminated or non-illuminated signs shall be permitted in the HR-C, the C-I and the PS-C Districts:

- a. Non-illuminated signs permitted in all residential districts, provided that signs identifying uses which are permitted in the residential district shall be subject to the regulations set forth in that section.
- b. One detached sign is permitted. Such sign shall:
 - (1) Have a maximum area of 32 square feet;
 - (2) Have a maximum height of 15 feet;
 - (3) Not be located within 50 feet of any residential district; and
 - (4) Not be located within 10 feet of any street right-of-way line, other property line, alley or driveway intersecting a street.
 - (5) Be landscaped in accordance with Section E.6 of this Article.
- c. Flat signs, if there are no projecting signs, shall have a total area not more than 10 percent of the wall area on which the sign is located. No one sign shall exceed 150 square feet. Illuminated, neon or painted window signs inside of show windows shall be included in the computation of sign area, and in addition, shall be limited to 10 percent of the total glass area of the window in which they are placed.
- d. Projecting signs, if there are no awning, canopy, marquee or flat signs, shall have a maximum sign area of 16 square feet. Projecting signs which extend over a

public sidewalk shall be limited to a maximum area of 9 square feet. One projecting sign allowed per business on the premises.

- e. Marquee, canopy, or awning signs, if there are no projecting signs, one for each business on the premises, with a maximum sign area of 32 square feet.
- f. Directional signs limited in area to 4 square feet shall be permitted as accessory signs and not included in any computation of sign area. One per entrance not to exceed 3 feet in height nor located within 5 feet of any street right-of-way line.
- g. A group of two or more contiguous stores or businesses per building shall combine permitted detached signs to provide a single detached sign advertising the businesses. Such sign shall:
 - (1) Have a maximum area of 100 square feet, or a maximum of 32 square feet of sign area per business, whichever is less;
 - (2) Have a maximum height of 15 feet;
 - (3) Be constructed of the same material for all businesses advertised; and
 - (4) Not be located within 10 feet of any street right-of-way line, other property line, alley or driveway intersecting a street.
 - (5) Be landscaped in accordance with Section E.6 of this Article.
- h. Additional regulations for individual stores within shopping centers.
 - (1) Individual tenants within a shopping center of 25,000 square feet or more of gross leasable area shall be subject to the following restrictions:
 - (2) Individual tenants shall combine permitted detached signs to provide a single detached sign advertising the shopping center. One detached sign shall be allowed per street frontage. Such sign shall:
 - (a) Have a maximum sign area of 150 square feet;
 - (b) Have a maximum height of 15 feet;
 - (c) Advertise the name of the shopping center only; and
 - (d) Not be located within 20 feet of any street right-of-way line, other property line, alley or driveway intersecting a street.
 - (3) Individual free-standing signs for individual shopping center tenants shall not be permitted. For the purposes of this section, lawfully subdivided outparcels which have been depicted on the approved shopping center

site plan shall be considered as separate parcels and may be signed as such.

- (4) Each individual tenant within a shopping center of 25,000 square feet or more of gross leasable area shall be permitted one marquee or canopy sign provided that such sign area shall not exceed a maximum area of 6 square feet.
 - (5) Each individual tenant within a shopping center of 25,000 square feet or more of gross leasable area shall be permitted a flat sign provided that the cumulative sign area, including the marquee signs, shall not exceed the maximum sign area allowable in the district.
- i. Additional regulations for gasoline stations: Automobile gasoline station signs must meet the following additional conditions:
- (1) Types of signs permitted shall be flat, canopy, detached, and pump island.
 - (2) Gasoline Pump Island signs are subject to the following additional conditions:
 - a. Two non-illuminated "self-serve" or "full-serve" signs per pump island not to exceed 2 square feet each; and
 - b. One fuel price or promotional information sign per fuel pump not to exceed two square feet.
 - c. Changeable area of the changeable message gasoline price signs shall not exceed seventy-five (75) percent of the total sign area.
 - d. A maximum of two canopy signs per gas station, not to exceed a total of 18 square feet.
 - e. See regulations for this zoning district for size requirements for flat and detached signs.
- j. One A-frame sign shall be allowed per business. A-frame signs (Sandwich boards) shall be limited to forty-eight inches (48") in height and thirty inches (30") in width and shall not be illuminated. A-frame signs must be removed from the right-of-way, sidewalk or other public property at the end of each business day.

5. Permitted Signs in the I-1, Limited Industrial District:

The following illuminated or non-illuminated signs shall be permitted in the I-1, Limited Industrial District:

- a. Non-illuminated signs permitted in all residential districts, provided that signs identifying uses which are permitted in the residential district shall be subject to the regulations set forth in that section.
- b. One detached sign shall be permitted. Such sign shall:
 - (1) Have a maximum area of 50 square feet;
 - (2) Have a maximum height of 20 feet;
 - (3) Not be located within 50 feet of any residential district; and
 - (4) Not be located within 10 feet of any street right-of-way line, other property line, alley or driveway intersecting a street.
 - (5) Be landscaped in accordance with Section E.6 of this Article.
- c. A group of two or more contiguous stores or businesses per building shall combine permitted detached signs to provide a single detached sign advertising the businesses. Such sign shall:
 - (1) Have a maximum area of 150 square feet, or a maximum of 50 square feet of sign area per business, whichever is less;
 - (2) Have a maximum height of 20 feet;
 - (3) Be constructed of the same material for all businesses advertised; and
 - (4) Not be located within 20 feet of any street right-of-way line, other property line, alley or driveway intersecting a street.
 - (5) Be landscaped in accordance with Section E.6 of this Article.
- d. Flat signs, if there are no projecting signs, shall have a total area not more than 10% of the wall area on which the sign is located. No one sign shall exceed 150 square feet. Illuminated, neon or painted window signs inside of show windows shall be included in the computation of sign area, and in addition, shall be limited to 10% of the total glass area of the window in which they are placed.
- e. One directional sign per entrance with a maximum area of 24 square feet and 8 feet in height. No directional sign shall be located within 10 feet of any street right-of-way line, other property line, alley or driveway intersecting a street.

- f. One industrial subdivision sign with a maximum area of 50 square feet and a maximum height of 15 feet giving the name and/or address or management of a planned industrial subdivision.
- g. One A-frame sign shall be allowed per business. A-frame signs (Sandwich boards) shall be limited to forty-eight inches (48") in height and thirty inches (30") in width and shall not be illuminated. A-frame signs must be removed from the right-of-way, sidewalk or other public property at the end of each business day.

6. Permitted Signs in the I-2, Heavy Industrial District:

The following accessory illuminated or non-illuminated signs shall be permitted in the I-2, Heavy Industrial District:

- a. Non-illuminated signs permitted in all residential districts, provided that signs identifying uses which are permitted in the residential district shall be subject to the regulations set forth in that section.
- b. One detached sign shall be permitted. Such sign shall:
 - (1) Have a maximum area of 75 square feet;
 - (2) Have a maximum height of 20 feet;
 - (3) Not be located within 50 feet of any residential district; and
 - (4) Not be located within 10 feet of any street right-of-way line, other property line, alley or driveway intersecting a street.
 - (5) Be landscaped in accordance with Section E.6 of this Article.
- c. A group of two or more contiguous stores or businesses per building shall combine permitted detached signs to provide a single detached sign advertising the businesses. Such sign shall:
 - (1) A maximum area of 150 square feet, with a maximum of 75 square feet of sign area per business;
 - (2) A maximum height of 20 feet;
 - (3) Be constructed of the same material for all businesses advertised; and
 - (4) Not be located within 20 feet of any street right-of-way line, other property line, alley or driveway intersecting a street.
 - (5) Be landscaped in accordance with Section E.6 of this Article.

- d. Flat signs, if there are no projecting signs, shall have a total area not more than 10 percent of the area of the wall on which the sign is located. No one sign shall exceed 150 square feet. Illuminated, neon or painted window signs inside of show windows shall be included in the computation of sign area, and in addition, shall be limited to 10 percent of the total glass area of the window in which they are placed.
- e. One directional sign per entrance with a maximum area of 24 square feet and 8 feet in height. No directional sign shall be located within 10 feet of any street right-of-way line, other property line, alley or driveway intersecting a street.
- f. One industrial subdivision sign with a maximum area of 50 square feet and a maximum height of 15 feet giving the name and/or address or management of a planned industrial subdivision.
- g. Historic Preservation District (HP-O). In the HP-O District, the Board of Historic and Architectural Review shall approve the design compatibility of all signs in accordance with Article 10. All signs must meet the underlying zoning district sign regulations. The Board of Historic and Architectural Review may authorize an alternative signage plan or additional requirements that does not strictly adhere to the area, number, height and location criteria within the HP-O District if it is determined that the design is more consistent with the architectural character of the building to which it relates and other surrounding properties and as guided by the Town of Smithfield's Historic District Guidelines for signs.
- h. One A-frame sign shall be allowed per business. A-frame signs (Sandwich boards) shall be limited to forty-eight inches (48") in height and thirty inches (30") in width and shall not be illuminated. A-frame signs must be removed from the right-of-way, sidewalk or other public property at the end of each business day.

(Ord. of 9-5-2000; Ord. of 5-4-2004; Ord. of 11-3-2009; Ord. of 6-1-2010)

L. Special Sign Exceptions:

- 1. **Cause for Exceptions:** In order to provide for adjustments in the relative locations of signs of the same or different classifications, to promote the usefulness of these regulations as instruments of fact finding, interpretation, application and adjustment, and to supply the necessary elasticity to their efficient operation, special sign exceptions may be granted by the Planning Commission, as permitted by the terms of these regulations, after notice and a public hearing as provided for in this ordinance.

2. **Considerations for Exceptions:** In considering an application for a special sign exception, the Planning Commission shall give due regard to the specific guidelines and standards of this Section and those listed elsewhere in this Ordinance, and in general to the nature and condition of adjacent uses and structures, and probable effect upon them of the proposed exception. The Planning Commission shall also take into account the special characteristics, design, location, construction, method of operation, effect on nearby properties, or any other aspects of the particular sign that may be proposed by the applicant.
3. **Adverse Effect:** If it should find, after the hearing, that the proposed sign will not adversely affect the health, safety, or welfare of persons residing or working on the premises or in the neighborhood, will not unreasonably impair the character of the district or adjacent districts, nor be incompatible with the general plans and objectives of the official Comprehensive Plan of the Town of Smithfield, nor be likely to reduce or impair the value of buildings or property in surrounding areas, but that such sign will be in substantial accordance with the general purpose and objectives of this Ordinance, then the Planning Commission may grant the exception and authorize the issuance, of a special sign exception permit.
4. **Conditions for Mitigation:** In those instances where the Planning Commission finds that the proposed sign may be likely to have an adverse effect as above, the Planning Commission shall determine whether such effect can be avoided by the imposition of any special requirements or conditions with respect to location, design, construction, equipment, maintenance or operation, in addition to those expressly stipulated in this Ordinance, and may grant a special sign exception subject to such reasonable conditions and limitations as the case may require, including but not limited to limitation as to size, type, color, graphic design, location or illumination.
5. **Application Fee:** A fee of \$150.00 shall be required of the applicant for a special sign exception.
6. **Appeal:** Appeal of any decision of the Planning Commission to the Board of Zoning Appeals can be made by filing with the Zoning Administrator a written request within 10 days of the decision of the Planning Commission. Such appeal shall not suspend the decision of the Planning Commission. The appeal shall proceed under the procedure as the original application to the Planning Commission with respect to notice of public hearing.

Article 10:
Sign Regulations

A. Purpose and Intent:

The purpose of this Article is to regulate through content-neutral and nondiscriminatory measures the size, location, height and construction of all signs for public observance; to protect the public health, safety, convenience, and general welfare; to facilitate the creation of a convenient, attractive, and harmonious community, to protect property values; and to further urban design and economic development objectives. To these ends, these regulations are intended to promote signs that are:

1. Compatible with the landscape, streetscape, and architecture of surrounding buildings, including historic buildings, sites, and structures;
2. Legible and appropriate to the activity to which they pertain;
3. Not distracting to motorists;
4. Constructed and maintained in a structurally sound and attractive condition; and
5. Pertaining to a use or business that is in operation on the premises.

(Ord. of 2020-0?-??)

B. Sign Permit Requirement:

Except as provided hereinafter, no sign shall be erected, installed, used, altered, painted, relocated, replaced, or reconstructed until a sign permit has been issued by the Administrator and approved by the Board of Historic and Architectural Review (BHAR) and/or the Planning Commission, if applicable, and a building permit has been issued by Isle of Wight County, if necessary. For the purposes of this Ordinance, all signs are considered accessory uses, and, unless specifically qualified, shall be located on the same parcel as the principal use to which they pertain.

(Ord. of 2020-0?-??)

C. Sign Permit Procedures:

1. **Applicability:** Unless otherwise noted, a sign permit shall be required for all signs.
2. **Filing of Application and Fees:** Applications for sign permits shall be filed on a form provided by the Administrator, contain the information required herein, and be accompanied by a fee to be established by the Town Council. [A fee schedule for sign](#)

[permits and special sign exceptions is on file in the Community Development and Planning Department.](#)

3. **Information Required:** All applications for sign permits shall be submitted on standard Town application forms, and the applicant shall provide additional written or graphic exhibits incorporating the following information:
 - a. The names, addresses, email addresses, and telephone numbers of the sign erector, sign owner, and property owner.
 - b. The position of the sign on the property, with distances in relation to adjacent lot lines, buildings, sidewalks, setbacks, streets, and intersections shown on a legal plat produced by a Virginia-licensed land surveyor and/or civil engineer.
 - c. A landscaping plan for proposed detached signs.
 - d. The type of sign proposed, including a general description of structural design and construction materials to be used.
 - e. The purpose of the proposed sign.
 - f. Drawings of the proposed sign which shall contain specifications indicating the height, perimeter, and area dimensions, means of support, method of illumination, colors, and any other significant aspect of the proposed sign.
 - g. Any other information requested by the Administrator in order to carry out the purpose and intent of these regulations.

(Ord. of 2020-0?-??)

D. **Sign Definitions:**

For the purposes of this Article, certain terms and words pertaining to signs are hereby defined. The general rules of interpretation contained in this Article are applicable to these definitions.

1. The following definitions are intended to distinguish the most basic sign types:

Abandoned Sign: An existing sign that draws attention to a purpose that is no longer extant, or which has become neglected and dilapidated.

Awning Sign: A sign painted, printed, cut, or sewn onto a valance or awning.

Canopy Sign: A sign attached to or displayed on a canopy. For the purposes of this Article, a canopy is a permanent, roof-like structure of rigid materials either supported by and extending from a building or freestanding (i.e. marquees or porte cocheres).

Detached Sign: A sign not attached to a building, which is affixed to the ground. A sign permanently attached to a flat surface such as a fence or wall that is not a part of a building shall be considered a detached sign.

Directional Sign: A sign that draws attention to general site information, instructions, directives, or restrictions that are primarily oriented towards pedestrians and motor vehicle operators who have entered or are passing a property from the right-of-way (ROW). These signs shall not draw attention to any commercial purpose.

Flat Sign: A sign painted on or mounted to a wall or cornice on an exterior wall of a building and supported throughout its length by such wall or building, not extending more than eighteen inches (18") from the building or wall.

General Advertising Sign: A sign which draws attention to a product, commodity, or service not necessarily available on the premises. Such a sign may be referred to as a billboard.

Projecting Sign: A sign which is attached to and projects more than eighteen inches (18") from the face of a wall of a building.

Roof Sign: A sign which is an integral part of the building design and is attached to, painted on, or supported by the roof of a building.

Temporary Sign: A sign which is not permanently attached to a building or the ground. A temporary sign typically draws attention to brief activities such as grand openings, promotions of products and services, special and seasonal sales, and special civic or cultural events such as fairs, plays, concerts, and meetings. Such a sign may be referred to as an A-frame, balloon, banner, feather, festoon, flag, inflatable, pennant, pinwheel, ribbon, streamer, tinsel, or vehicular sign. National and state flags, and flags belonging to any political subdivision thereof, are excluded from this definition.

Window Sign: A sign painted onto or physically affixed to the window of a building, including upper floor windows and the glazing of doors, or signs legible from the ROW through a building window.

2. The following definitions are intended to distinguish features which may be present in multiple sign types:

Animation: Any form of movement, including (but not limited to) digital animation, revolution, and/or vertical or horizontal motion, through electrical, mechanical, and/or windblown means, or through changes in lighting.

Changeable Copy: A part of a sign that is designed so that characters, letters, or illustrations can be changed or rearranged without altering the face or surface of the sign.

Double-Faced: A sign with two (2) parallel or nearly parallel faces, oriented back to back, and located no more than two feet (2') from each other.

External Illumination: Artificial light originating from spotlights or floodlights not attached to the sign itself and directed towards the sign.

Internal Illumination: Artificial light originating from within the sign itself.

3. The following definitions are general and technical in nature and apply to most (if not all) sign types:

Sign: Any device, structure, fixture, painting, emblem, or visual that uses words, graphics, colors, illumination, symbols, numbers, or letters for the purpose of communicating a message. This includes sign faces as well as any supporting structure.

Sign Area: That area which outlines the outer extremities of all letters, figures, characters, and delineations, or within an area including the outer extremities of the framework or background of the sign, whichever includes the larger area. The support for the sign background, whether it be columns, a pylon, or a building or part thereof, shall not be included in the sign area. Only one (1) side of a double-faced sign shall be included in the computation of sign area, but only if the faces are not more than two feet (2') apart. For other signs with more than one (1) face and which are more than two feet (2') apart, each side shall be included in the computation of sign area. The area of a cylindrical or spherical sign shall be computed by multiplying one-half (1/2) of the circumference of the sign by its height.

Sign Height: The vertical distance from grade at the ROW, or the average lot grade at the front setback line, whichever produces the greater vertical distance, to the highest point of the sign.

Wall Area: The area of a vertical building plane, calculated by multiplying the width of the plane by its height. The height of this plane shall be measured from average finished grade to the highest soffit present. The roof of a structure, if on a different plane than the wall, shall not be included in the calculation of wall area.

(Ord. of 2020-0?-??)

E. General Requirements for All Signs:

The following regulations shall apply generally to all signs and are in addition to the regulations that apply to signs in each district:

1. **Sign Information and Sign Erection:** All signs shall be erected within ninety (90) days from the date of issuance of the sign permit; otherwise, the sign permit shall become null and void and a new sign permit shall be required. Each sign requiring a sign permit shall be clearly marked with the sign permit number and name of the person or firm placing the sign on the premises. Fees for sign permits shall be in accordance with this Article or as amended from time to time by the Town Council.
2. **Number of Signs:** Except as otherwise provided, these regulations shall be interpreted to permit one (1) sign of each permitted type, in accordance with applicable regulations,

for each street frontage, for each permitted use on the premises. For the purpose of this regulation, sign types are flat, detached, roof, and projecting signs.

3. **Responsibility:** The owner and/or tenant of the premises and the owner and/or erector of the sign shall be held responsible for any violation of these regulations. Where a sign has been erected in accordance with these regulations, the sign company shall be relieved of further responsibility under these regulations after final approval of the sign by the Administrator.
4. **Maintenance:** All signs shall be maintained in good working condition and appearance. Lights for illuminated signs shall be maintained in good working order.
5. **Removal:** The Administrator shall remove or cause to be removed any sign erected or maintained in conflict with these regulations if the owner or lessee of either the site or the sign fails to correct the violation within thirty (30) days after receiving a written notice of violation from the Administrator. Removal of a sign by the Administrator shall not affect any proceedings instituted prior to the removal of such sign.
6. **Landscaping:** All landscaping plans for any proposed detached signs shall be prepared by a qualified landscaped designer, nurseryman, horticulturalist, or Virginia Certified Landscape Architect. Qualifications and/or certification shall be shown on the site plan or plat and must include the name, address, and phone number of the person(s) who prepared the landscaping plan. The landscaping plan shall be submitted before any sign permit is issued. All landscaping shall be completed within sixty (60) days of the date of issuance of the sign permit. A landscaped planting area shall be provided around the base of any detached sign. The planting area shall contain a minimum of two (2) times the area of the sign, be a minimum of four feet (4') in width, be protected from vehicular encroachment, the detached sign shall be located approximately in the center of the planting area, and the detached sign must be landscaped with a combination of low-growing shrubs and groundcovers (other than grass), including a minimum of four (4) shrubs. The quality and type of all new plant materials installed on a site shall be in accordance with the specifications of the American Association of Nurserymen, provided that the transplanting of trees and shrubs may be done in accordance with accepted horticultural and silvicultural practices. The planting and placement of trees shall be done in accordance with the standardized landscape specifications of the Virginia Society of Landscape Designers and the Virginia Chapter of the American Society of Landscape Architects. The landscaping shall be maintained in good condition and appearance.
7. **Changeable Message Signs:** For permanent signs with changeable message panels or zip tracks, the changeable message area of the sign shall not exceed twenty-five percent

(25%) of the total sign area, except for gasoline price signs which shall not exceed seventy-five percent (75%) of the total sign area.

8. **Structural and Safety Characteristics:** Structural features, safety features, and electrical systems shall be in accordance with the requirements of the applicable codes and ordinances. No sign shall be approved for use unless the structural plans have been reviewed, a permit has been issued, and the plans are in compliance with all applicable requirements of this Ordinance and related technical codes. All signs which are electrically illuminated shall require a separate electrical permit and inspection by the Isle of Wight County Building Official.
9. **Residential District Signage:** Non-illuminated signs permitted in all residential districts shall be permissible in any other zoning district, provided that signs drawing attention to uses which are permitted in the residential districts shall be subject to the regulations set forth in that Subsection. For the purposes of this regulation, the more restrictive language in the more intensive zoning district shall be applied.
10. **Window Signs:** Limited to fifty percent (50%) of the total glass area of the window in/on which they are placed.
11. **External Illumination Standards:** External lighting shall be limited to light fixtures utilizing white, not colored, lighting and shall not be blinking, fluctuating, or moving. Concealed and/or screened spotlights or floodlights shall provide external lighting. Spotlighting of signs shall be restricted to not more than one (1) 150-watt light per sign faces up to forty (40) square feet and no more than two (2) 150-watt lights per sign faces over forty (40) square feet. Light fixtures shall be concealed, and in the case of detached signs, the sign base and/or proposed landscaping shall be designed to shield the light from on-coming motorists and to conceal the light fixture.
12. **Internal Illumination Standards:** Internal lighting shall be limited to an internal white light contained within translucent letters and internal illuminated sign boxes, provided the background or field on which the copy and/or logos are placed, is opaque. The illuminated area shall be restricted to the sign face only.

(Ord. of 2020-0?-??)

F. Exempt Signs:

The following signs are exempted from the provisions of these regulations and may be erected or constructed without a sign permit but in accordance with the structural and safety requirements of the building code:

1. **Government Signs and Signals:** Signs erected and maintained pursuant to and in the discharge of any federal, state, county, or Town government function, or as may be required by law, ordinance, or governmental regulation, including official traffic signs and signals, warning devices, and other similar signs.
2. **Changing of Message Content:** Changing a copy on a bulletin board, poster board, display encasement, or changeable copy sign.
3. **Non-Illuminated Signs Warning Trespassers:** Non-illuminated signs drawing attention to the warning of trespassers or the posting of the property, without limitations on number or placement, limited in area to two (2) square feet.
4. **Signs Mounted or Painted on Vehicles:** Signs mounted or painted on trucks, buses, trailers, or other vehicles shall be permitted while in use in their normal courses of business and at the drivers' residences.
5. **Directional Signs:** Detached or flat signs located outside of the Downtown (D) district, and designed as outdoor means of drawing attention to information concerning the location of individual establishments or offices within an office, retail, multifamily residential, or industrial complex, provided that such signs do not exceed six (6) square feet in area.
6. **Operation Signs:** Any sign that is no larger than nine (9) square feet in area, typically illuminated, animated, and/or flashing, for the purpose of drawing attention to the availability of the business' goods and/or services.
7. **Sign Collections:** Signs that are permanently installed, not visible from the ROW or adjacent properties, and are a part of a collection belonging to a sign collector.

(Ord. of 2020-0?-??)

G. Temporary Signs:

1. With the exception of recurring signage, temporary sign permits are only required for signage that conflicts with the standards contained in this Section- the Administrator reserves the right to deny the applicant such permit if, in his opinion, the proposed

signage may endanger private or public property, health, safety, welfare, and/or the character of the community. Temporary signs not visible from the ROW are exempt from this Section.

2. For the purposes of this Section, certain terms and words pertaining to temporary signs are hereby defined. The general rules of interpretation contained in this Section are applicable to these definitions. The definitions contained in Section D of this Article are also applicable to this Section.

A-Frame Signs: Signs consisting of two (2) faces that are joined at the top and typically installed in front of (or on the sidewalk in front of) businesses.

Agricultural Signs: Signs drawing attention to the seed company, variety, and/or dealer used in the raising of crops or to produce, utensils, or other agricultural products and services for sale.

Dealership Signs: Signs typically installed at automobile, boat, recreational vehicle and/or trailer dealerships, and drawing attention to the products and services offered on the premises.

Event Facility Signs: Signs installed at event facilities and which draw attention to events to be held on the premises such as fairs, plays, concerts, conferences, weddings, meetings, parties, and other similar events.

Personal Expression Signs: Signs that draw attention to an opinion, interest, position, or other non-commercial message.

Recurring Signs: Temporary signs erected periodically throughout the year and drawing attention to non-commercial purposes such as charities, heritage tours, humanitarian events, and other similar purposes.

Short-Term Sign: Signs permissible only on properties that are under construction and/or for sale or lease, and which draw attention to the construction activities taking place on the premises and/or the sale or leasing of the property on which they are located.

Temporary Window Signage: Papers, posters, and other forms of signage that are temporarily secured in/on a window.

3. The following regulations shall apply generally to all temporary signs and are in addition to the regulations that apply to specific temporary sign types:
 - a. Temporary signs shall not be internally or externally illuminated.
 - b. With the exception of A-frame signs, temporary signs shall not be located within any ROW.

- c. Temporary signs shall not be attached to trees, utility poles, road or highway signage, or any other unapproved supporting structure.
 - d. Unless otherwise noted, temporary signs may not be erected for a continuous or cumulative period of six (6) months in any calendar year.
 - e. Temporary signs on private property may be removed by the Administrator if the violation is not corrected within seven (7) days of the date of written notice sent to the violator.
4. The following sign regulations shall apply to the assorted temporary signs defined above:
- a. A-Frame signs shall:
 - (1) Not exceed twelve (12) square feet in area.
 - (2) Not obstruct pedestrian travel on the sidewalk to such an extent that the Town Engineer shall find the sign's placement unsafe.
 - (3) Be located directly in front of the business to which they pertain.
 - (4) Be constructed of durable materials to prevent displacement by wind.
 - (5) Be removed from their positions at the conclusion of each business day.
 - (6) Be permissible off-premises following the sign owner's submittal to the Administrator written consent of the property owner on whose property they are placed. In the case where A-frame signs are placed on sidewalks in front of establishments other than those to which they belong/pertain, written consent of the owner/operator of that establishment must be submitted by the sign owner to the Administrator-however, the Administrator reserves the right to deny the sign owner the ability to place such sign on the sidewalk if he finds such sign's placement detrimental to public safety.
 - b. Agricultural signs shall:
 - (1) Not exceed thirty-two (32) square feet in area.
 - (2) Be located immediately adjacent to an active farming operation.
 - (3) Be located on or immediately adjacent to a farmers' market.
 - c. Dealership signs shall:
 - (1) Not exceed two-hundred (200) square feet of cumulative sign area.
 - d. Event facility signs shall:
 - (1) Not exceed **six (6)** square feet in area.
 - (2) Be located on event facility property.
 - (3) Not exceed one (1) sign per road frontage, regardless of the number of events, and regardless of the event to which a sign pertains.

- (4) Not be erected for a period earlier than six (6) days prior to the event to which they pertain, and must be removed within one (1) day following the event's conclusion- no sign may be erected for a period exceeding seven (7) days. The seven (7) day time period may be extended following a written request to the Administrator, showing reasonable cause.
 - (5) Be exempt from these standards if erected by event facilities operating on Town property.
- e. Personal expression signs shall:
- (1) Not exceed thirty-two (32) square feet in area.
 - (2) Not be erected on vacant lots.
 - (3) Be exempt from these standards for the months of August through November.
- f. Recurring signs shall:
- (1) Not exceed ~~six (6)~~ square feet in area.
 - (2) Be permitted following the issuance of a temporary sign permit, after the filing of a temporary sign permit application with the Administrator- such application shall include an illustration of the proposed signs, the proposed locations of all signs, the written consent and contact information of the owner(s) or their representatives of the properties on which they are to be located, and the dates the signs will be erected.
- g. Short-term signs shall:
- (1) Be permissible only on properties that are under construction and/or for sale or lease.
 - (2) Not exceed thirty-two (32) square feet in area on commercial properties or residential subdivisions (exceeding nine (9) lots) for sale, and in such cases, shall not be erected for a period exceeding two (2) years.
 - (3) Not exceed ten (10) square feet in area for single-family residential lots under construction and/or for sale or lease.
 - (4) Not exceed one (1) sign per road frontage.
- h. Temporary window signage shall:
- (1) Not obscure more than fifty percent (50%) of the total glass area of the window in/on which they are placed.
 - (2) Not cause the cumulative obscuration of the window to exceed fifty percent (50%) in the case where permanent signage is already present in/on the window.

5. Temporary sign permits are required for the erection of temporary signs located off-premises from the purposes to which they pertain. Such permits must include written documentation that the property owner(s) has/have consented to the sign's placement on their property. However, off-premises temporary sign permits are not required for posting on properties fronting on certain intersections located within the Town, so long as the following conditions are met:
 - a. The applicant furnishes the Administrator with the name, mailing address, telephone number, and email address of the owner(s) or their representative(s) of the property on which the temporary sign is to be located.
 - b. Consent is given by said party to the applicant.
 - c. No existing permanent signage is obstructed by the proposed temporary signs.
 - d. The proposed temporary signs do not adversely impact traffic sight distances.
 - e. The proposed temporary signs are installed at any of the following intersections:
 - (1) Battery Park Rd & Nike Park Rd
 - (2) Battery Park Rd, Holt St & S Church St
 - (3) Bennis Church Blvd & Turner Dr
 - (4) Bennis Church Blvd & S Church St
 - (5) Courthouse Hwy & Waterworks Rd
 - (6) Route 10, W Main St & Main St

(Ord. of 2020-0?-??)

H. Prohibited Signs:

1. Off-premises signs, including billboards, unless otherwise specified in this Ordinance.
2. Permanent signs attached to fences in private recreational areas are prohibited in all residential districts.
3. Roof and/or projecting signs which extend over or above the ridgeline, roof line, or parapet wall of a building.
4. No sign shall be constructed, erected, used, operated, or maintained which displays intermittent lights resembling, or seeming to resemble, the flashing lights customarily associated with danger or such as are customarily used by police, fire, or ambulance vehicles, or for navigation purposes.
5. No flashing signs shall be permitted in any district.

6. No sign shall be constructed, erected, operated, or maintained which is so located and so illuminated as to provide a background of colored lights blending with traffic signal lights, or which may confuse a motorist when viewed from a normal approaching position of a vehicle at a distance of twenty-five feet (25') to three-hundred feet (300').
7. No sign shall be attached to trees, utility poles, road or highway signage, or any other unapproved supporting structure.
8. Unless otherwise provided in this Article, no signs shall be located in or project over the ROW without the express permission of the Town Council, except for permitted flat signs, which may project no more than eighteen inches (18").
9. With the exception of outparcels depicted on approved shopping center site plans, separate detached signs for individual shopping center tenants within shopping centers of 25,000 square feet or more of gross leasable area shall not be permitted.

(Ord. of 2020-0?-??)

I. Nonconforming Signs:

Any sign which was lawfully in existence at the time of the effective date of this Ordinance which does not conform to the provisions herein, and any sign which is accessory to a lawful nonconforming principal use, shall be deemed a legal nonconforming sign, and may remain, subject to the following:

1. Permitted signs for a conforming business or industrial use in a residential district shall consist of those signs permitted in the Highway Retail Commercial (HRC) District.
2. A nonconforming sign must be kept in good repair and condition. However, any sign which is declared to be unsafe or unlawful by any authorized Town or County official because of its physical condition must be removed and may not be restored, repaired, or rebuilt.
3. In any zoning district where any sign does not comply with the provisions of this Article, such sign and any supporting structures may be maintained in their existing condition. Nonconforming signs can be repainted or refaced so long as the height and landscaping requirements are met in the underlying zoning district. Nonconforming signs in the HPO are still subject to review by the BHAR. Nonconforming signs may not be enlarged, extended, moved, modified, reconstructed, or structurally altered except in accordance

with this Article. No nonconforming sign shall be enlarged, extended, moved, modified, or structurally altered without first obtaining a sign permit from the Town and County, if applicable.

4. A nonconforming sign must be removed if the structure, building, or use to which it is accessory is demolished to an extent exceeding fifty percent (50%) of the appraised value of the principal structure, building, or use.
5. A nonconforming sign which is damaged (and not willfully destroyed) to any extent may be repaired, replaced, or reinstalled to its identical preexisting nonconforming condition.
6. Applications for unusual signs or displays which give rise to questions related to the interpretation of these regulations may be referred by the Administrator to the Board of Zoning Appeals (BZA) for the purpose of interpretation by the BZA and recommendation for action on the application by the Administrator. If, in the opinion of the BZA, the application is not adequately covered by these regulations, the BZA may make recommendations on the amendment of this Article.
7. Supporting structures for nonconforming signs may continue in use for conforming signs if said supporting structures comply in all respects to the applicable requirements of this Ordinance and other Ordinances of the Town of Smithfield.

(Ord. of 2020-0?-??)

J. Abandoned Signs:

A sign, or message portion of the sign, including its supporting structure, anchors, brackets, or similar components, shall be removed (or replaced with a blank "shell" of the same material as the rest of the sign) by the owner of the property upon which the sign is located when the use affiliated with the sign is no longer on the premises. Such sign, if not removed or properly replaced with a blank "shell" within sixty (60) days of the termination of such use, shall be considered to be in violation of this Section, and the Administrator may cause the abandoned sign to be removed at the property owner's expense.

(Ord. of 2020-0?-??)

K. Sign Requirements in Zoning Districts:

The following sign regulations shall apply to permitted signs in their respective zoning districts:

1. The following accessory non-illuminated or externally illuminated signs shall be permitted in the Town's residential districts (Attached Residential (AR), Community Conservation (CC), Downtown Neighborhood Residential (DNR), Multifamily Residential (MFR), Neighborhood Residential (NR), and Suburban Residential (SR)):
 - a. Signs drawing attention to a church, school, park, playground, library, museum, or other permitted public or semi-public use, recreational use, or club are limited to thirty-two (32) square feet in area.
 - b. Detached signs shall be subject to the following standards:
 - (1) Signs shall be no taller than eight feet (8'), and shall not be located within ten feet (10') of any ROW, property line, or driveway intersecting a ROW.
 - (2) One (1) sign drawing attention to a residential subdivision or manufactured home park shall be permitted per ROW entrance, limited in area to eighteen (18) square feet. Two (2) of such signs are permitted if erected in conjunction with a formal gateway entrance and approved as a part of a subdivision plan.
 - (3) A name plate or directional sign shall be permitted, limited in area to two (2) square feet, and drawing attention to the owner or occupant of a dwelling, building, or permitted home occupation.
 - (4) One (1) sign not exceeding thirty-two (32) square feet in area and drawing attention to a multifamily development, single-family attached residential development, nursing home, daycare center, lodging house, or similar permitted uses in the districts shall be permitted.
 - (5) An additional area not exceeding twenty-four (24) square feet may be devoted to architectural elements which serve as supports or bases for such sign and which are not a part of the message portion of the sign.
 - c. One (1) flat sign attached to a principal building, not exceeding thirty-two (32) square feet in area, and drawing attention to a multifamily development, single-family attached residential development, nursing home, daycare center, lodging house, or similar permitted uses in the districts shall be permitted.
2. The following accessory illuminated or non-illuminated signs shall be permitted in the Residential Office (RO) district:

- a. One (1) non-illuminated or externally illuminated detached sign drawing attention to a bank, office building (or occupants thereof), funeral home, studio, or similar uses permitted in the RO district shall be permitted. Such signs shall:
 - (1) Be limited in area to thirty-two (32) square feet.
 - (2) Not exceed a height of ten feet (10').
 - (3) Be located within the area of a lot comprised of thirty percent (30%) of the total width or depth of the lot, if such lot is adjacent to a residential use.
 - (4) Not be located within ten feet (10') of any ROW, property line, or driveway intersecting a ROW.

 - b. A group of two (2) or more contiguous stores or businesses per building shall combine permitted detached sign area to provide a single detached sign advertising the businesses. The combined sign shall:
 - (1) Not exceed an area of fifty (50) square feet, with a maximum area of thirty-two (32) square feet per business.
 - (2) Not exceed a height of ten feet (10').
 - (3) Be constructed of the same material for all businesses advertised.
 - (4) Not be within ten feet (10') of any ROW, property line, alley, or driveway intersecting a ROW.

 - c. Flat signs shall be limited to ten percent (10%) of the wall area on which the sign is located. No one (1) sign shall exceed an area of eighteen (18) square feet.

 - d. One (1) non-illuminated or externally illuminated projecting, awning, or canopy sign is permissible for each business on the premises, with sign area limited to twelve (12) square feet. No projecting sign may extend over a public ROW unless expressly permitted by the Town Council- such signs shall be limited to nine (9) square feet in area.
3. The following accessory illuminated or non-illuminated signs shall be permitted in the Downtown (D) district:
- a. One (1) detached sign shall be permitted. Such sign shall:
 - (1) Have a maximum area of sixteen (16) square feet.
 - (2) Have a maximum height of eight feet (8').

- (3) Not be located within five feet (5') of any ROW, property line, or driveway intersecting a ROW.
 - b. A group of two (2) or more contiguous stores or businesses per building shall combine permitted detached sign area to provide a single detached sign advertising the businesses. The combined sign shall:
 - (1) Have a maximum area of thirty-two (32) square feet.
 - (2) Have a maximum height of ten feet (10').
 - (3) Be constructed of the same material for all businesses advertised.
 - (4) Not be located within five feet (5') of any ROW, property line, or driveway intersecting a ROW.
 - c. Flat signs shall be limited to ten percent (10%) of the wall area on which the sign is located. No one (1) sign shall exceed seventy-two (72) square feet. Signs on residential buildings that have been rehabilitated for commercial purposes shall not exceed eighteen (18) square feet.
 - d. One (1) non-illuminated or externally illuminated projecting, awning, or canopy sign is permissible for each business on the premises, with sign area limited to twelve (12) square feet. Projecting signs no larger than nine (9) square feet in area may extend over a public sidewalk, so long as no part of the sign extends beyond the face of the curb, and the bottom of the sign is at least eight feet (8') above the surface of the sidewalk.
 - e. Detached or flat directional signs limited to four (4) square feet in area shall be permitted as accessory signs and not included in any computation of sign area. One (1) such sign no taller than three feet (3') is permissible per building or vehicle entrance, and shall not be located within five feet (5') of any ROW, property line, or driveway intersecting a ROW.
4. The following accessory illuminated or non-illuminated signs shall be permitted in the Commercial/Industrial (CI), Highway Retail Commercial (HRC), and Planned Shopping Center (PSC) districts:
 - a. One (1) detached sign shall be permitted. Such sign shall:
 - (1) Have a maximum area of thirty-two (32) square feet.
 - (2) Have a maximum height of fifteen feet (15').
 - (3) Not be located within fifty feet (50') of any residential district.

- (4) Not be located within ten feet (10') of any ROW, property line, or driveway intersecting a ROW.
- b. A group of two (2) or more contiguous stores or businesses per building shall combine permitted detached sign area to provide a single detached sign advertising the businesses. The combined sign shall:
 - (1) Have a maximum area of one-hundred (100) square feet, or a maximum of thirty-two (32) square feet of area per business, whichever is less.
 - (2) Have a maximum height of fifteen feet (15').
 - (3) Be constructed of the same material for all businesses advertised.
 - (4) Not be located within ten feet (10') of any ROW, property line, or driveway intersecting a ROW.
- c. Flat signs, if there are no projecting signs, shall have a total area of not more than ten percent (10%) of the wall area on which the sign is located. No one (1) sign shall exceed 150 square feet. Illuminated, neon, or painted signs located in/on windows shall be included in the computation of sign area.
- d. One (1) projecting sign not exceeding sixteen (16) square feet in area is permissible for each business on the premises if there are no awning or canopy signs present. No projecting sign may extend over a public ROW unless expressly permitted by the Town Council- such signs shall be limited to nine (9) square feet in area.
- e. One (1) canopy and/or awning sign not exceeding thirty-two (32) square feet in area is permissible for each business on the premises if there are no projecting signs present. No awning or canopy sign may extend over a public ROW unless expressly permitted by the Town Council.
- f. The following are additional regulations for individual stores within shopping centers of 25,000 square feet or more of gross leasable area:
 - (1) Individual tenants shall combine permitted detached signs to provide a single detached sign advertising the shopping center. The combined sign shall:
 - (a) Have a maximum area of 150 square feet, or a maximum of thirty-two (32) square feet of area per business, whichever is less.

- (b) Have a maximum height of fifteen feet (15').
 - (c) Be constructed of the same material for all businesses advertised.
 - (d) Advertise the name of the shopping center.
 - (e) Not be located within twenty feet (20') feet of any ROW, property line, or driveway intersecting a ROW.
- (2) Each individual tenant shall be permitted one (1) awning, canopy, or projecting sign, provided that such signs' areas shall not exceed six (6) square feet, and that all tenants utilize the same sign type.
 - (3) Each individual tenant shall be permitted one (1) flat sign provided that the cumulative sign area shall not exceed the maximum flat sign area allowable in the CI, HRC, and PSC districts.
- g. The following are additional regulations for gasoline sales establishments:
- (1) Pump islands may feature as many signs as deemed necessary by the Administrator, so long as none exceed three (3) square feet in area.
 - (2) Two (2) canopy signs no larger than eighteen (18) square feet in area each shall be permitted.
5. The following accessory illuminated or non-illuminated signs shall be permitted in the Limited Industrial (L1) district:
- a. One (1) detached sign shall be permitted. Such sign shall:
 - (1) Have a maximum area of fifty (50) square feet.
 - (2) Have a maximum height of twenty feet (20').
 - (3) Not be located within fifty feet (50') of any residential district.
 - (4) Not be located within ten feet (10') of any ROW, property line, or driveway intersecting a ROW.
 - b. A group of two (2) or more contiguous stores or businesses per building shall combine permitted detached sign area to provide a single detached sign advertising the businesses. The combined sign shall:
 - (1) Have a maximum area of 150 square feet, or a maximum of fifty (50) square feet of area per business, whichever is less.

- (2) Have a maximum height of twenty feet (20').
 - (3) Be constructed of the same material for all businesses advertised.
 - (4) Not be located within twenty feet (20') of any ROW, property line, or driveway intersecting a ROW.
 - c. Flat signs, if there are no projecting signs, shall have a total area of not more than ten percent (10%) of the wall area on which the sign is located. No one (1) sign shall exceed 150 square feet. Illuminated, neon, or painted signs located in/on windows shall be included in the computation of sign area, and in addition, shall be limited to ten percent (10%) of the total glass area of the window in/on which they are placed.
 - d. One (1) industrial subdivision sign with a maximum area of fifty (50) square feet and a maximum height of fifteen feet (15') and drawing attention to the name, address, and/or management of a planned industrial subdivision shall be permitted.
6. The following accessory illuminated or non-illuminated signs shall be permitted in the Heavy Industrial (I2) district:
- a. One (1) detached sign shall be permitted. Such sign shall:
 - (1) Have a maximum area of seventy-five (75) square feet.
 - (2) Have a maximum height of twenty feet (20').
 - (3) Not be located within fifty feet (50') of any residential district.
 - (4) Not be located within ten feet (10') of any ROW, property line, or driveway intersecting a ROW.
 - b. A group of two (2) or more contiguous stores or businesses per building shall combine permitted detached sign area to provide a single detached sign advertising the businesses. The combined sign shall:
 - (1) A maximum area of 150 square feet, with a maximum of seventy-five (75) square feet of sign area per business, whichever is less.
 - (2) A maximum height of twenty feet (20').
 - (3) Be constructed of the same material for all businesses advertised.
 - (4) Not be located within twenty feet (20') of any ROW, property line, or driveway intersecting a ROW.

- c. Flat signs, if there are no projecting signs, shall have a total area of not more than ten percent (10%) of the wall area on which the sign is located. No one (1) sign shall exceed 150 square feet. Illuminated, neon, or painted signs located in/on windows shall be included in the computation of sign area, and in addition, shall be limited to ten percent (10%) of the total glass area of the window in/on which they are placed.

- d. One (1) industrial subdivision sign with a maximum area of fifty (50) square feet and a maximum height of fifteen feet (15') and drawing attention to the name, address, and/or management of a planned industrial subdivision shall be permitted.

(Ord. of 2020-0?-??)

L. Sign Requirements in Zoning Overlays:

The following sign regulations shall apply to all signs in their respective zoning overlays:

1. In the Historic Preservation Overlay (HPO), the Administrator may permit any sign permitted in a residential district and any non-illuminated flat sign not exceeding thirty-two (32) square feet in area in a business or industrial district, if, in the opinion of the Administrator, such sign will not impair the character of the district. The BHAR shall approve the design compatibility of all illuminated signs, or any sign exceeding thirty-two (32) square feet in area. The Administrator reserves the right to refer any application for new signage to the BHAR for review and decision. All signs must meet the underlying zoning district sign regulations. The BHAR may authorize an alternative signage plan or additional requirements that do not strictly adhere to the area, number, height, and location criteria within the HPO if it is determined that the design is more consistent with the architectural character of the building to which it relates and other surrounding properties, as guided by the Smithfield Historic District Design Guidelines.

2. Accessory illuminated or non-illuminated signs in the Entrance Corridor Overlay (ECO) shall be subject to the following standards:
 - a. The Administrator may permit any sign permitted in a residential district and any sign not exceeding 150 square feet in area in a business or industrial district, if, in the opinion of the Administrator, such sign will not impair the character of the district. The Planning Commission shall approve the design compatibility of all signs exceeding 150 square feet in area, as guided by the Smithfield Entrance Corridor Design Guidelines. The Administrator reserves the right to refer any

application for new signage to the Planning Commission for review and decision. All signs must meet the underlying zoning district sign regulations.

- b. Signs shall not obstruct any window, door, fire escape, stairway, ladder, or opening intended to provide light, air, ingress, or egress for any building or structure.
- c. No sign shall be higher than the roofline or parapet wall of any building for which the sign is proposed. A sign may be attached to the fascia of a pitched roof or structure, but may not be located so as to extend above the upper edge of the fascia of said roof. Also, a sign may be attached to the fascia (or located on the sloping roof of) a structure, but may not be located so as to extend more than four feet (4') above the lower edge of said sloping roof.
- d. Detached signs shall be encased within a structure that is architecturally related to and compatible with the primary building and overall architectural design of the development.
- e. A unified system of signage and graphics shall be required for each individual development within the ECO. The establishment of an integrated signage system for existing development within the ECO is strongly encouraged. These systems shall be reviewed for materials, colors, shapes, sizes, and compatibility with architecture, letter style, graphic display, and establishment of unity of design for the development.
- f. Materials, colors, and shapes of proposed signs shall be compatible with the related building(s) of the development in which they are located. Size and proportions shall not be a dominant feature of the site and shall be judged by sizes and proportions of signs on adjacent and nearby properties that are compatible with Town character.
- g. If applicable, prior to the erection of any sign, a comprehensive sign plan shall be submitted to the Administrator or the Planning Commission, for review and decision- the plan shall provide the location and size of all proposed signage within the development, as well as proposed colors, sizes, lighting, location, etc.

(Ord. of 2020-0?-??)

M. Special Sign Exceptions:

1. **Cause for Exceptions:** In order to provide for adjustments in the relative locations of signs of the same or different classifications, to promote the usefulness of these regulations as instruments of fact finding, interpretation, application, and adjustment, and to supply the necessary elasticity to their efficient operation, Special Sign Exceptions (SSEs) may be granted by the Planning Commission, as permitted by the terms of these regulations, and after notice and a public hearing as provided for in this Ordinance.
2. **Consideration of Exceptions:** In considering an application for an SSE, the Planning Commission shall give due regard to the specific guidelines and standards of this Section and those listed elsewhere in this Ordinance, the general nature and condition of adjacent uses and structures, and the probable effect upon them of the proposed SSE. The Planning Commission shall also take into account the special characteristics, design, location, construction, method of operation, effect on nearby properties, or any other aspects of the particular sign that may be proposed by the applicant.
3. **Adverse Effect:** If it should find, after the hearing, that the proposed sign will not adversely affect the health, safety, or welfare of persons residing or working on the premises or in the neighborhood, unreasonably impair the character of the district or adjacent districts, be incompatible with the general objectives of the Smithfield Comprehensive Plan, nor be likely to reduce or impair the value of buildings or property in surrounding areas, but that such sign will be in substantial accordance with the general purpose and objectives of this Ordinance, then the Planning Commission may grant the exception and authorize the issuance of an SSE sign permit.
4. **Conditions for Mitigation:** In those instances where the Planning Commission finds that the proposed sign may be likely to have an adverse effect as noted above, the Planning Commission shall determine whether such effect can be avoided by the imposition of any special requirements or conditions with respect to location, design, construction, equipment, maintenance, or operation, in addition to those expressly stipulated in this Ordinance, and may grant an SSE subject to such reasonable conditions and limitations as the case may require, including but not limited to, limitations on size, type, color, location, or illumination.
5. **Application Fee:** A fee to be established by the Town Council shall be required of the applicant for an SSE.
6. **Appeal:** An appeal of any decision of the Planning Commission to the BZA can be made by filing a written request to the Administrator within ten (10) days of the decision of the

Planning Commission. Such appeal shall not suspend the decision of the Planning Commission. An SSE appeal shall proceed to the BZA under the same procedure as the original application to the Planning Commission with respect to public notice and the requirement of a public hearing.

(Ord. of 2020-0?-??)