April 21, 2017

**TO:** **SMITHFIELD TOWN COUNCIL**

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

**SUBJECT:** **APRIL 2017 COMMITTEE MEETINGS WILL BE HELD AT THE SMITHFIELD CENTER LOCATED AT 220 NORTH CHURCH STREET, SMITHFIELD, VA**

## MONDAY, APRIL 24TH, 2017

**4:00 p.m.** **Police** **Members: Tynes (CH), Chapman, Gregory**

1. Public Comment
2. Operational Updates

**TAB # 1** 3. Street Closure Request for Olden Days, Friday, June 23rd and Saturday, June 24th, 2017

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

**Water and Sewer** **Members: Gregory (CH), Smith, Tynes**

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1. Public Comment
2. Final Update on Main Street Waterline Replacement from Stacy Lewis

**TAB # 2** 3. Contract Renewal for Sanitary Sewer Rehabilitation Services with Tri-State Utilities.

**TAB # 3** 4. Contract Renewal for Underground Utility Services with R.E.W. Corporation

5. Authorization to Order New Master Meter for Bulk Water Sales

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

**Finance** **Members: Pack (CH), Gregory, Cook**

1. Public Comment
2. Contribution Requests for Fiscal Year 2017/2018
   a. YMCA
   b. IOW Christian Outreach
   c. Friends of the Library
3. Fiscal Year 2017/2018 Budget Discussion – Water and Sewer Funds
4. March Financial Statements and Graphs
5. March Cash Balances / VML Investment Pool Update

6. Invoices Over $10,000 Requiring Council Authorization:

| | | |
|---|---|---|
| a. | RAD Sports (March progress billing) | $371,355.00 |
| b. | RAD Sports (April progress billing) | $383,353.50 |
| c. | A R Chesson Construction Company | $ 82,527.92 |
| d. | Lewis Construction of Virginia (Sewer - find & fix) | $ 69,815.82 |
| e. | Lewis Construction of Virginia (Main Street waterline repairs / replacement per contract) | $ 36,106.00 |
| f. | Lewis Construction of Virginia (Main Street waterline repairs / replacement unanticipated change orders) | $ 63,648.01 |
| g. | IOW Christian Outreach Program | $ 11,500.00 |
| h. | Smithfield Volunteer Fire Department (fuel fund) | $ 13,000.00 |

7. Final Draft of Personnel Policy Manual

## TUESDAY, APRIL 25TH, 2017

**4:00 p.m.** **Parks and Recreation** **Members: Chapman (CH), Pack, Tynes**

1. Public Comment
2. Operational Update – Committee Report / 2017 Event List
3. Park Project Application – Orienteering Courses
4. Update on Joseph W. Luter, Jr. Sports Complex
   a. Update from Project Manager Brain Camden
   b. RAD Sports – Proposed Change Order No. 2 for $10,980.00
5. Clontz Park Boat Ramp Grant Status Report

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

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

1. Public Comment

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

**Public Buildings & Welfare** **Members: Cook (CH), Chapman, Smith**

1. Public Comment
2. Pinewood Heights Relocation Project – Phase III Update
3. Contract Renewal for Demolition Services contract with WACO, Inc.
4. Windsor Castle Restoration Project – Monthly Update

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***** Additional Item Not Listed on Committee but will be on Council's May 2nd Agenda*****

- Approval of April 4th, Town Council Meeting Minutes

# POLICE

# COMMITTEE

RESOLUTION

STREET CLOSURE FOR OLDEN DAYS

WHEREAS, the Town of Smithfield has, in years past, supported the Olden Days Festival organized by the citizens of the Town of Smithfield; and,

WHEREAS, the Olden Days Festival has become an event that is eagerly anticipated and enjoyed by the citizens of the town and visitors to the town; and,

WHEREAS, the Olden Days steering committee has requested that certain streets within the Town be closed during the festival; and,

WHEREAS, the Town Council desires to support and cooperate with the Olden Days Steering Committee, organizers of the Olden Days Festival by closing off certain of the town's streets in order to allow a safe and convenient environment for the Olden Days Festival.

NOW, THEREFORE, BE IT RESOLVED that on Friday, June 24, 2016, the following streets or portions of streets shall be closed from 5:00 p.m. until 9:00 p.m.: Main Street from its intersection with North and South Church Streets to its intersection with Institute Street and,

BE IT FURTHER RESOLVED that on Saturday, June 25, 2016 Main Street from its intersection with North and South Church Streets to its intersection with Underwood Lane, N. Mason Street from its intersection with Main Street to its intersection with Grace Street, and S. Mason Street from its intersection with Cedar Street to its intersection with Main Street shall be closed from 7:00 a.m. until 5:00 p.m.; and,

BE IT FURTHER RESOLVED, that said street closures shall be subject to such rules, guidelines and procedures as may be established by the Town Manager and the Chief of Police. Adopted this 3rd day of May, 2016.

TOWN COUNCIL OF THE
TOWN OF SMITHFIELD

By_____
T. Carter Williams, Mayor

ATTEST:

_____
Clerk

# WATER AND SEWER COMMITTEE

DATE APRIL 25, 2017

TO SMITHFIELD TOWN COUNCIL- WATER AND SEWER COMMITTEE

FROM SONJA EUBANK,
CONTRACT OFFICER

SUBJECT SANITARY SEWER REHABILITATION – CONTRACT RENEWAL

Each year the town engages the services of a sanitary sewer rehabilitation contractor to clean and line damaged sewer lines. The town does not own the equipment necessary to perform this type of work. The town has a contract with Tri-State Utilities for the 2016/2017 fiscal year and the town reserves the right to renew the contract for two additional years. The current contract will expire June 2, 2017.

Staff has been pleased with their work and recommends that this contract be renewed one additional year. There will be no changes in contract terms or prices.

DATE APRIL 25, 2017

TO SMITHFIELD TOWN COUNCIL- WATER AND SEWER COMMITTEE

FROM SONJA EUBANK,
CONTRACT OFFICER

SUBJECT UNDERGROUND UTILITY CONTRACT – CONTRACT RENEWAL

Each year the town engages the services of an underground utility contractor for scheduled and emergency repairs/replacement to sanitary sewer and water systems over 6 feet deep. The town does not own the equipment required to perform this type of work. The town has a contract with Lewis Construction for the 2016/2017 fiscal year and the town reserves the right to renew the contract for two additional years. The current contract will expire June 2, 2017.

Staff has been pleased with the work Lewis Construction has performed and recommends that this contract be renewed for an additional year. There will be no changes in contract terms or prices.

# FINANCE

# COMMITTEE

Friends of the Smithfield Library Funding Request

1. Equipment: One 400lb Hand truck ($50)

2. Equipment: One 800lb Hand Truck ($88)

3. Conference Rm/Community Rm Tables/Chairs: Vinyl Padded folding chairs QTY of 60 $1,500

4. 10 banquet tables 6' long (seats 6) folding for easy storage and carry/High Density polyethylene Top $75 ea Total $750

5. Media reqs: Replace defunct 1987 TV with wall mount TV/Monitor $1800

Smartboard compatible Hp Notebook with power adapter DVD compatible for presentations using smartboard screen. $550

6. Portable 6oz popcorn machine: $150

Total of request is $4,888

| CASH BALANCES AS OF MAR 2016 | | | | | |
|---|---|---|---|---|---|
| | | | | | |
| | | | Current Year | Prior Year | |
| ACCOUNT NAME | BANK NAME | ACCOUNT | Interco. | Interco./Interdep | ADJUSTED |
| | | BALANCE | Balances | Balances | BALANCES |
| | | | | | |
| **Water** | Farmers Bank | 946,494.54 | (561,994.18) | - | 384,500.36 |
| **Water-Debt Service** | Farmers Bank | 810,583.20 | 16,559.78 | - | 827,142.98 |
| **Water Capital Escrow (availability fees)** | TowneBank | 417,521.66 | 10,880.00 | - | 428,401.66 |
| **Water Treatment Plant Escrow** | TowneBank | 112,407.73 | | | 112,407.73 |
| **Water Deposit Account** | TowneBank | 87,225.89 | | | 87,225.89 |
| **Water Development Escrow** | TowneBank | 118,601.90 | | - | 118,601.90 |
| **Subtotal Water** | | 2,492,834.92 | (534,554.40) | - | 1,958,280.52 |
| | | | | | |
| | | | | | |
| **Sewer** | Farmers Bank | 557,770.34 | (210,056.40) | (316,000.36) | 31,713.58 |
| **Sewer Development Escrow** | TowneBank | 376,956.73 | | - | 376,956.73 |
| **Sewer Capital Escrow (availability fees)** | TowneBank | 800,085.79 | 16,480.00 | - | 816,565.79 |
| **Sewer Compliance** | Farmers Bank | 1,818,418.63 | 42,665.43 | - | 1,861,084.06 |
| **Subtotal Sewer** | | 3,553,231.49 | (150,910.97) | (316,000.36) | 3,086,320.16 |
| | | | | | |
| **Highway** | Farmers Bank | 63,114.56 | 288,032.14 | - | 351,146.70 |
| | | | | | |
| **General Fund** | Farmers Bank | 1,384,766.67 | 433,746.40 | 316,000.36 | 2,134,513.43 |
| **Payroll** | Farmers Bank | 196,929.12 | | | 196,929.12 |
| **Money Market-General Fund** | TowneBank | 2,200.69 | | | 2,200.69 |
| **Business Super Now-General Fund** | Farmers Bank | 33,413.38 | | | 33,413.38 |
| **Money Market-General Fund** | Farmers Bank | 291,518.63 | | | 291,518.63 |
| **General Fund Capital Escrow Account** | TowneBank | 216,078.07 | | | 216,078.07 |
| **Certificate of Deposit** | Farmers Bank | 526,631.45 | | | 526,631.45 |
| **Certificate of Deposit-Police Dept** | Farmers Bank | 36,910.19 | | | 36,910.19 |
| **Special Project Account** | Farmers Bank | 3,051,462.86 | | | 3,051,462.86 |
| **Pinewood Heights Escrow** | Farmers Bank | 73,163.94 | | | 73,163.94 |
| **SNAP Account** | Farmers Bank | 2,294.75 | | | 2,294.75 |
| **Museum Account** | Farmers Bank | 151,613.50 | | | 151,613.50 |
| **Windsor Castle Acct** | TowneBank | 71,000.00 | | | 71,000.00 |
| **S. Church Street Account** | TowneBank | 36,313.17 | (36,313.17) | - | - |
| **Subtotal General Fund** | | 6,074,296.42 | 397,433.23 | 316,000.36 | 6,787,730.01 |
| | | | | | |
| **TOTAL ALL FUNDS** | | 12,183,477.39 | - | - | 12,183,477.39 |

-

Virginia Investment Pool
A Service of VML/VACo Finance

# Account Statement

March 2017

**Town of Smithfield**

P.O. Box 246
Smithfield, VA 23431
U.S.A.

**VIP 1-3 Year High Quality Bond Fund**
**VA-01-0009-0001**

## Summary

**VA-01-0009-0001** **General** Average Monthly Yield: 1.07 %

| Beginning Cost | Beginning Market Value | Contributions | Withdrawals | Income Earned | Ending Market Value | Ending Cost | Current Month Unrealized G/L |
|---|---|---|---|---|---|---|---|
| 508,228.35 | 509,980.86 | 0.00 | 39.07 | 474.03 | 510,099.57 | 508,663.31 | -316.25 |

## Transactions

| Transaction Date | Transaction Description | Contributions & Income Earned | Withdrawals | Balance | NAV | Shares | Realized GL |
|---|---|---|---|---|---|---|---|
| 03/15/2017 | Withdrawal | | 39.07 | | 10.027269 | 3.896 | 0.00 |
| 03/15/2017 | Income Earned | 234.58 | | | 10.027269 | 23.394 | |
| 03/31/2017 | Income Earned | 239.45 | | | 10.037154 | 23.856 | |
| 03/31/2017 | Ending Balance | | | 510,099.57 | 10.037154 | 50,821.136 | |

Email: clientservices@virginiainvestmentpool.org Tel: 1-855-249-8588 Fax: 1-855-249-8619 www.virginiainvestmentpool.org

Virginia Investment Pool
A Service of VML/VACo Finance

# Account Statement

March 2017

**Town of Smithfield**

P.O. Box 246
Smithfield, VA 23431
U.S.A.

**VIP Stable NAV Liquidity Pool**
**VA-01-0009-5001**

## Summary

Average Monthly Yield: 0.91%

| | | Beginning Balance | Contributions | Withdrawals | Income Earned | Average Daily Balance | Month End Balance |
|---|---|---|---|---|---|---|---|
| VA-01-0009-5001 | Liquid General | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

## Transactions

| Transaction Date | Transaction Description | Contributions & Income Earned | Withdrawals | Balance | Transaction Number |
|---|---|---|---|---|---|
| 03/31/2017 | Ending Balance | | | 0.000 | |

Virginia Investment Pool
A Service of VML/VACo Finance

# Daily Rates

March 2017

## VIP 1-3 Year High Quality Bond Fund

| Date | Dividend Rate | Annual Yield | NAV Per Share |
|---|---|---|---|
| 15-Mar-17 | 0.004619678 | 1.12% | 10.027269 |
| 31-Mar-17 | 0.004713858 | 1.07% | 10.037154 |

Email: clientservices@virginiainvestmentpool.org Tel: 1-855-249-8588 Fax: 1-855-249-8619 www.virginiainvestmentpool.org

Virginia Investment Pool
A Service of VML/VACo Finance

# Daily Rates

March 2017

## VIP Stable NAV Liquidity Pool

| Date | Dividend Rate | Annual Yield |
|---|---|---|
| 01-Mar-17 | 0.000024249 | 0.89% |
| 02-Mar-17 | 0.000024249 | 0.89% |
| 03-Mar-17 | 0.000024249 | 0.89% |
| 04-Mar-17 | 0.000024249 | 0.89% |
| 05-Mar-17 | 0.000024249 | 0.89% |
| 06-Mar-17 | 0.000024249 | 0.89% |
| 07-Mar-17 | 0.000023975 | 0.88% |
| 08-Mar-17 | 0.000024249 | 0.89% |
| 09-Mar-17 | 0.000023975 | 0.88% |
| 10-Mar-17 | 0.000023975 | 0.88% |
| 11-Mar-17 | 0.000023975 | 0.88% |
| 12-Mar-17 | 0.000023975 | 0.88% |
| 13-Mar-17 | 0.000023975 | 0.88% |
| 14-Mar-17 | 0.000023153 | 0.85% |
| 15-Mar-17 | 0.000023975 | 0.88% |
| 16-Mar-17 | 0.000024523 | 0.90% |
| 17-Mar-17 | 0.000025619 | 0.94% |
| 18-Mar-17 | 0.000025619 | 0.94% |
| 19-Mar-17 | 0.000025619 | 0.94% |
| 20-Mar-17 | 0.000025619 | 0.94% |
| 21-Mar-17 | 0.000025893 | 0.95% |
| 22-Mar-17 | 0.000025893 | 0.95% |
| 23-Mar-17 | 0.000025071 | 0.92% |
| 24-Mar-17 | 0.000025893 | 0.95% |
| 25-Mar-17 | 0.000025893 | 0.95% |
| 26-Mar-17 | 0.000025893 | 0.95% |
| 27-Mar-17 | 0.000025893 | 0.95% |
| 28-Mar-17 | 0.000025893 | 0.95% |
| 29-Mar-17 | 0.000025619 | 0.94% |
| 30-Mar-17 | 0.000025345 | 0.93% |
| 31-Mar-17 | 0.000025619 | 0.94% |

Email: clientservices@virginiainvestmentpool.org Tel: 1-855-249-8588 Fax: 1-855-249-8619 www.virginiainvestmentpool.org

# INVOICES - OVER $10,000.00 REQUIRING COUNCIL AUTHORIZATION

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: Town of Smithfield
P.O Box 246
Smithfield VA 23431

PROJECT: Joseph W. Luter, Jr Sports Com
Courthouse Highway
Smithfield VA 23431

APPLICATION NO: 4
PERIOD TO: 03/31/2017
PROJECT NO: 16954
CONTRACT DATE:

Distribution to:
- OWNER
- ARCHITECT
- CONTRACTOR

FROM CONTRACTOR: R.A.D. Sports
171 VFW Drive
Rockland MA 02370

VIA ARCHITECT: Alpha Corporation
295 Bendix Road, Suite 340
Virginia Beach VA 23452

CONTRACT FOR:

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract.
Continuation sheet, AIA Document G703, is attached.

| | | |
|---|---|---|
| 1. ORIGINAL CONTRACT SUM | | $2,578,800.00 |
| 2. Net change by Change Orders | | -$101,633.68 |
| 3. CONTRACT SUM TO DATE (LINE 1 ± 2) | | $2,477,166.32 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | | $1,033,350.00 |
| 5. RETAINAGE | | |
| a. 5.00 % of Completed Work (Columns D + E on G703) | $51,667.50 | |
| b. 0.00 % of Stored Materials (columns F on G703) | $0.00 | |
| Total Retainage (Line 5a + 5b or Total in Columns I on G703) | | $51,667.50 |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) | | $981,682.50 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | | $610,327.50 |
| 8. CURRENT PAYMENT DUE | | $371,355.00 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | $1,495,483.82 | |

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|---|---|---|
| Total changes approved in previous months by Owner | | |
| Total approved this month | | |
| TOTALS | $0.00 | -$101,633.68 |
| NET CHANGES by Change Order | | -$101,633.68 |

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

CONTRACTOR: R.A.D. Corp

By: James P. DeMo Date: 3-31-17

State of:

County of:

Subscribed and sworn to before me this day of

Notary Public:

My Commission expires:

ROBERT M. DELMONICO
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
September 16, 2022

R.A.D. CORP. CORPORATE SEAL 1994 MASSACHUSETTS

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising this application, the Architect certifies to the owner that to the best of the Architect's knowledge, information and belief the work has been progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** $371,355.00

*(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)*

ARCHITECT: Alpha Corporation

By: Date: 3-27-17

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this contract.

**AIA DOCUMENT G702** ·APPLICATION AND CERTIFICATION FOR PAYMENT 1992 EDITION AIA? ?1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 **WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.** "This document has been reproduced electronically with the permission of The American Institute of Architects under License 97003 to Primavera Systems, Inc. Reproduction of this document without project specific information is not permitted. Contact The American Institute of Architects to verify the current version of this document and license status"

# CONTINUATION SHEET

**AIA DOCUMENT G703**



AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed Certification, is attached.
In tabulations below, ammounts are stated to the nearest dollar.
Use column I in Contracts where variable retainage for line items may apply.

APPLICATION NO: 4
APPLICATION DATE: 03/27/2017
PERIOD TO: 03/31/2017
ARCHITECTS PROJECT NO: 16954

| A | B | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|
| ITEM NO: | DESCRIPTION OF WORK | SCHEDULED VALUE | WORK COMPLETED | | MATERIALS | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % | BALANCE TO FINISH (C-G) | RETAINAGE |
| | | | FROM PREVIOUS APPLICATION | THIS PERIOD | STORED NOT IN D OR E | | | | |
| 3.200 | Bond | 38,000.00 | 38,000.00 | | | 38,000.00 | 100.00 | | 1,900.00 |
| 1.010 | Site Mobilization | 42,000.00 | 25,200.00 | 2,100.00 | | 27,300.00 | 65.00 | 14,700.00 | 1,365.00 |
| 2.010 | Erosion Control | 36,000.00 | 21,600.00 | 1,800.00 | | 23,400.00 | 65.00 | 12,600.00 | 1,170.00 |
| 70.300 | Tree and Stump Removal | 52,000.00 | 52,000.00 | | | 52,000.00 | 100.00 | | 2,600.00 |
| 3.400 | Earthwork | 321,000.00 | 256,800.00 | 32,100.00 | | 288,900.00 | 90.00 | 32,100.00 | 14,445.00 |
| 2.030 | Strip and Screen Topsoil | 84,000.00 | 50,400.00 | 12,600.00 | | 63,000.00 | 75.00 | 21,000.00 | 3,150.00 |
| 4.060 | Water Lines | 64,000.00 | | | | | | 64,000.00 | |
| 35.090 | Sewer Line Work | 129,000.00 | 58,050.00 | 38,700.00 | | 96,750.00 | 75.00 | 32,250.00 | 4,837.50 |
| 4.050 | Storm Drainage | 156,000.00 | 132,600.00 | 15,600.00 | | 148,200.00 | 95.00 | 7,800.00 | 7,410.00 |
| 28.000 | Chain Link Fence | 132,000.00 | | 52,800.00 | | 52,800.00 | 40.00 | 79,200.00 | 2,640.00 |
| 2300.000 | Underground Electric Pipi | 42,000.00 | | 8,400.00 | | 8,400.00 | 20.00 | 33,600.00 | 420.00 |
| 413.000 | Scoreboards | 26,000.00 | | 19,500.00 | | 19,500.00 | 75.00 | 6,500.00 | 975.00 |
| 70.951 | Parking Lot Lights | 22,000.00 | | | | | | 22,000.00 | |
| 3.240 | Dugouts | 166,000.00 | | 83,000.00 | | 83,000.00 | 50.00 | 83,000.00 | 4,150.00 |
| 3.220 | Site Amenities | 52,000.00 | | | | | | 52,000.00 | |
| 2.160 | Athletic Equipment | 54,000.00 | | 27,000.00 | | 27,000.00 | 50.00 | 27,000.00 | 1,350.00 |
| 12879.015 | Screen & Spread Topsoil | 156,000.00 | | | | | | 156,000.00 | |
| 1722.000 | Seed | 218,000.00 | | | | | | 218,000.00 | |
| 432.000 | Infield Mix | 84,000.00 | | | | | | 84,000.00 | |
| 2.040 | Gravel Base to Subgrade | 128,000.00 | | 25,600.00 | | 25,600.00 | 20.00 | 102,400.00 | 1,280.00 |
| 20018.000 | Concrete Flat work | 106,000.00 | | | | | | 106,000.00 | |
| 3.260 | Asphalt Paving | 42,000.00 | | | | | | 42,000.00 | |
| 4.070 | Site Electric | 96,000.00 | | 28,800.00 | | 28,800.00 | 30.00 | 67,200.00 | 1,440.00 |

**AIA DOCUMENT G703** APPLICATION AND CERTIFICATE FOR PAYMENT 1992 EDITION AIA? ?1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 **WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.** **G703 - 1992**
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# CONTINUATION SHEET

## AIA DOCUMENT G703



AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed Certification, is attached.
In tabulations below, ammounts are stated to the nearest dollar.
Use column I in Contracts where variable retainage for line items may apply.

APPLICATION NO: 4
APPLICATION DATE: 03/27/2017
PERIOD TO: 03/31/2017
ARCHITECTS PROJECT NO: 16954

| A | B | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|
| ITEM NO: | DESCRIPTION OF WORK | SCHEDULED VALUE | WORK COMPLETED | | MATERIALS | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % | BALANCE TO FINISH (C-G) | RETAINAGE |
| | | | FROM PREVIOUS APPLICATION | THIS PERIOD | STORED NOT IN D OR E | | | | |
| 10.090 | Bleacher | 38,000.00 | | | | | | 38,000.00 | |
| 2.115 | Well Drilling/ Pumps | 66,000.00 | | 42,900.00 | | 42,900.00 | 65.00 | 23,100.00 | 2,145.00 |
| 2.110 | Irrigation | 138,000.00 | | | | | | 138,000.00 | |
| 60.000 | Landscape | 78,000.00 | 7,800.00 | | | 7,800.00 | 10.00 | 70,200.00 | 390.00 |
| 4.180 | Punch List | 12,800.00 | | | | | | 12,800.00 | |
| 9901.000 | Change Order #01 | -101,633.68 | | | | | | -101,633.68 | |
| | | **2,477,166.32** | **642,450.00** | **390,900.00** | | **1,033,350.00** | **41.72** | **1,443,816.32** | **51,667.50** |

**AIA DOCUMENT G703** APPLICATION AND CERTIFICATE FOR PAYMENT 1992 EDITION AIA? ?1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 **WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.** **G703 - 1992**
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# APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

TO OWNER: Town of Smithfield
P.O Box 246
Smithfield VA 23431

PROJECT: Joseph W. Luter, Jr Sports Com
Courthouse Highway
Smithfield VA 23431

APPLICATION NO: 5
PERIOD TO: 04/28/2017
PROJECT NO: 16954
CONTRACT DATE:

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM CONTRACTOR: R.A.D. Sports
171 VFW Drive
Rockland MA 02370

VIA ARCHITECT: Alpha Corporation
295 Bendix Road, Suite 340
Virginia Beach VA 23452

CONTRACT FOR:

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract.
Continuation sheet, AIA Document G703, is attached.

| | | |
|---|---|---|
| **1. ORIGINAL CONTRACT SUM** | | $2,578,800.00 |
| **2. Net change by Change Orders** | | -$90,653.68 |
| **3. CONTRACT SUM TO DATE** (LINE 1 ± 2) | | $2,488,146.32 |
| **4. TOTAL COMPLETED & STORED TO DATE** (Column G on G703) | | $1,436,880.00 |
| **5. RETAINAGE** | | |
| a. 5.00 % of Completed Work (Columns D + E on G703) | $71,844.00 | |
| b. 0.00 % of Stored Materials (columns F on G703) | $0.00 | |
| Total Retainage (Line 5a + 5b or Total in Columns I on G703) | | $71,844.00 |
| **6. TOTAL EARNED LESS RETAINAGE** (Line 4 less Line 5 Total) | | $1,365,036.00 |
| **7. LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate) | | $981,682.50 |
| **8. CURRENT PAYMENT DUE** | | $383,353.50 |
| **9. BALANCE TO FINISH, INCLUDING RETAINAGE** (Line 3 less Line 6) | $1,123,110.32 | |

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|---|---|---|
| Total changes approved in previous months by Owner | | |
| Total approved this month | | |
| TOTALS | $10,980.00 | -$101,633.68 |
| NET CHANGES by Change Order | | -$90,653.68 |

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

CONTRACTOR: R.A.D. Corp

By: James P. Dubrovitz Date: 4-[illegible]

State of:

County of:

Subscribed and sworn to before me this day of

Notary Public:

My Commission expires:

ROBERT M. DELMONICO
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
September 16, 2022

R.A.D. CORP. CORPORATE SEAL 1994 MASSACHUSETTS

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising this application, the Architect certifies to the owner that to the best of the Architect's knowledge, information and belief the work has been progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** $383,353.50

*(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)*

ARCHITECT: Alpha Corporation

By: [signature] Date: 4/19/17

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this contract.

**AIA DOCUMENT G702** · APPLICATION AND CERTIFICATION FOR PAYMENT 1992 EDITION AIA? ?1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 **WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.** **G702-1992**
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# CONTINUATION SHEET

## AIA DOCUMENT G703



AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed Certification, is attached.
In tabulations below, ammounts are stated to the nearest dollar.
Use column I in Contracts where variable retainage for line items may apply.

APPLICATION NO: 5
APPLICATION DATE: 04/18/2017
PERIOD TO: 04/28/2017
ARCHITECTS PROJECT NO: 16954

| A | B | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|
| ITEM NO: | DESCRIPTION OF WORK | SCHEDULED VALUE | WORK COMPLETED | | MATERIALS | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % | BALANCE TO FINISH (C-G) | RETAINAGE |
| | | | FROM PREVIOUS APPLICATION | THIS PERIOD | STORED NOT IN D OR E | | | | |
| 3.200 | Bond | 38,000.00 | 38,000.00 | | | 38,000.00 | 100.00 | | 1,900.00 |
| 1.010 | Site Mobilization | 42,000.00 | 27,300.00 | 2,100.00 | | 29,400.00 | 70.00 | 12,600.00 | 1,470.00 |
| 2.010 | Erosion Control | 36,000.00 | 23,400.00 | | | 23,400.00 | 65.00 | 12,600.00 | 1,170.00 |
| 70.300 | Tree and Stump Removal | 52,000.00 | 52,000.00 | | | 52,000.00 | 100.00 | | 2,600.00 |
| 3.400 | Earthwork | 321,000.00 | 288,900.00 | 32,100.00 | | 321,000.00 | 100.00 | | 16,050.00 |
| 2.030 | Strip and Screen Topsoil | 84,000.00 | 63,000.00 | 8,400.00 | | 71,400.00 | 85.00 | 12,600.00 | 3,570.00 |
| 4.060 | Water Lines | 64,000.00 | | 35,200.00 | | 35,200.00 | 55.00 | 28,800.00 | 1,760.00 |
| 35.090 | Sewer Line Work | 129,000.00 | 96,750.00 | 19,350.00 | | 116,100.00 | 90.00 | 12,900.00 | 5,805.00 |
| 4.050 | Storm Drainage | 156,000.00 | 148,200.00 | 4,680.00 | | 152,880.00 | 98.00 | 3,120.00 | 7,644.00 |
| 28.000 | Chain Link Fence | 132,000.00 | 52,800.00 | 13,200.00 | | 66,000.00 | 50.00 | 66,000.00 | 3,300.00 |
| 2300.000 | Underground Electric Pipi | 42,000.00 | 8,400.00 | 23,100.00 | | 31,500.00 | 75.00 | 10,500.00 | 1,575.00 |
| 413.000 | Scoreboards | 26,000.00 | 19,500.00 | | | 19,500.00 | 75.00 | 6,500.00 | 975.00 |
| 70.951 | Parking Lot Lights | 22,000.00 | | | | | | 22,000.00 | |
| 3.240 | Dugouts | 166,000.00 | 83,000.00 | 24,900.00 | | 107,900.00 | 65.00 | 58,100.00 | 5,395.00 |
| 3.220 | Site Amenities | 52,000.00 | | 13,000.00 | | 13,000.00 | 25.00 | 39,000.00 | 650.00 |
| 2.160 | Athletic Equipment | 54,000.00 | 27,000.00 | | | 27,000.00 | 50.00 | 27,000.00 | 1,350.00 |
| 12879.015 | Screen & Spread Topsoil | 156,000.00 | | 54,600.00 | | 54,600.00 | 35.00 | 101,400.00 | 2,730.00 |
| 1722.000 | Seed | 218,000.00 | | 76,300.00 | | 76,300.00 | 35.00 | 141,700.00 | 3,815.00 |
| 432.000 | Infield Mix | 84,000.00 | | | | | | 84,000.00 | |
| 2.040 | Gravel Base to Subgrade | 128,000.00 | 25,600.00 | 19,200.00 | | 44,800.00 | 35.00 | 83,200.00 | 2,240.00 |
| 20018.000 | Concrete Flat work | 106,000.00 | | | | | | 106,000.00 | |
| 3.260 | Asphalt Paving | 42,000.00 | | | | | | 42,000.00 | |
| 4.070 | Site Electric | 96,000.00 | 28,800.00 | 43,200.00 | | 72,000.00 | 75.00 | 24,000.00 | 3,600.00 |

**AIA DOCUMENT G703** APPLICATION AND CERTIFICATE FOR PAYMENT 1992 EDITION AIA? ?1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 **WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.** "This document has been produced electronically with the permission of The American Institute of Architects under License 97003 to Primavera Systems, Inc. Reproduction of this document without project specific information is not permitted. Contact The American Institute of Architects to verify the current version of this document and license status."

# CONTINUATION SHEET

## AIA DOCUMENT G703



AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed Certification, is attached.
In tabulations below, ammounts are stated to the nearest dollar.
Use column I in Contracts where variable retainage for line items may apply.

APPLICATION NO: 5
APPLICATION DATE: 04/18/2017
PERIOD TO: 04/28/2017
ARCHITECTS PROJECT NO: 16954

| A | B | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|
| ITEM NO: | DESCRIPTION OF WORK | SCHEDULED VALUE | WORK COMPLETED | | MATERIALS | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % | BALANCE TO FINISH (C-G) | RETAINAGE |
| | | | FROM PREVIOUS APPLICATION | THIS PERIOD | STORED NOT IN D OR E | | | | |
| 10.090 | Bleacher | 38,000.00 | | | | | | 38,000.00 | |
| 2.115 | Well Drilling/ Pumps | 66,000.00 | 42,900.00 | 6,600.00 | | 49,500.00 | 75.00 | 16,500.00 | 2,475.00 |
| 2.110 | Irrigation | 138,000.00 | | 27,600.00 | | 27,600.00 | 20.00 | 110,400.00 | 1,380.00 |
| 60.000 | Landscape | 78,000.00 | 7,800.00 | | | 7,800.00 | 10.00 | 70,200.00 | 390.00 |
| 4.180 | Punch List | 12,800.00 | | | | | | 12,800.00 | |
| 9901.000 | Change Order #01 | -101,633.68 | | | | | | -101,633.68 | |
| 9902.000 | Change Order #02 | 10,980.00 | | | | | | 10,980.00 | |
| | | **2,488,146.32** | **1,033,350.00** | **403,530.00** | | **1,436,880.00** | **57.75** | **1,051,266.32** | **71,844.00** |

**AIA DOCUMENT G703** APPLICATION AND CERTIFICATE FOR PAYMENT 1992 EDITION AIA? ?1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 **WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.** **G703 - 1992**
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# AIA® Document G702™ – 1992

## *Application and Certificate for Payment*

**TO OWNER:**
TOWN OF SMITHFIELD
310 INSTITUTE STREET
SMITHFIELD, VA

**PROJECT:**
JOSEPH W. LUTER JR. COMPLEX
900 WEST MAIN ST
SMITHFIELD, VA

**APPLICATION NO:** E42100001
**PERIOD TO:** 4/15/2017
**CONTRACT FOR:**
**CONTRACT DATE:**
**PROJECT NOS:** E421 / E421 /

**Distribution to:**
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

**FROM CONTRACTOR:**
A R Chesson Construction Co., Inc.
P.O Box 2266
Elizabeth City, NC 27906

**VIA ARCHITECT:**
ALPHA CORPORATION
295 BENDIX ROAD, SUITE 340
VIRGINIA BEACH, VA 23452

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

| | | |
|---|---|---|
| 1. ORIGINAL CONTRACT SUM | $ | 637,100.00 |
| 2. NET CHANGE BY CHANGE ORDERS | $ | 0.00 |
| 3. CONTRACT SUM TO DATE *(Line 1 ± 2)* | $ | 637,100.00 |
| 4. TOTAL COMPLETED & STORED TO DATE *(Column G on G703)* | $ | 86,871.50 |
| 5. RETAINAGE: | | |
| a. 5.0 % of Completed Work *(Columns D + E on G703)* | $ | 3,989.45 |
| b. 5.0 % of Stored Material *(Column F on G703)* | $ | 354.13 |
| Total Retainage *(Lines 5a + 5b, or Total in Column I of G703)* | $ | 4,343.58 |
| 6. TOTAL EARNED LESS RETAINAGE *(Line 4 minus Line 5 Total)* | $ | 82,527.92 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT *(Line 6 from prior Certificate)* | $ | 0.00 |
| 8. CURRENT PAYMENT DUE | $ | 82,527.92 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE *(Line 3 minus Line 6)* | $ | 554,572.08 |

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|---|---|---|
| Total changes approved in previous months by Owner | $ | $ |
| Total approved this month | $ | $ |
| TOTAL | $ | $ |
| NET CHANGES by Change Order | $ | |

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

**CONTRACTOR:** A R Chesson Construction Co., Inc.
By: Carrie R. Baker  Date: 04/18/2017
State of: NORTH CAROLINA
County of: CHOWAN
Subscribed and sworn to before me this 18 day of April, 2017
Notary Public: Lisa A. Eure
My commission expires: APRIL 13, 2018

LISA A. EURE NOTARY PUBLIC CHOWAN COUNTY, NC

## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

**AMOUNT CERTIFIED** ..... $ 82,527.92
*(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)*

**ARCHITECT:** ALPHA CORPORATION
By: BVCd  Date: 4/19/17

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

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010711ACD44

# REQUEST FOR PAYMENT DETAIL

Project: E421 / JOSEPH W. LUTER JR. COMPLEX Draw: E421-1 Period Ending Date: 4/15/2017

| Item ID | Description | Total Contract Amount | Previously Completed Work | Work Completed This Period | Presently Stored Materials | Completed And Stored To Date | % Comp | Balance To Finish | Retainage Balance |
|---|---|---|---|---|---|---|---|---|---|
| 01-05010C | BUILDERS RISK INSURANCE | 2,039.00 | | 2,039.00 | | 2,039.00 | 100.00 | | 101.95 |
| 01-32230C | SURVEY AND LAYOUT DATA | 1,071.00 | | 800.00 | | 800.00 | 74.70 | 271.00 | 40.00 |
| 01-412601 | PERMITS | 2,572.00 | | 2,572.00 | | 2,572.00 | 100.00 | | 128.60 |
| 01-50010C | CONST.CONTRLS/TEMP.FACILI | 1,384.00 | | 276.00 | | 276.00 | 19.94 | 1,108.00 | 13.80 |
| 01-51000C | TEMPORARY UTILITIES | 1,822.00 | | 364.00 | | 364.00 | 19.98 | 1,458.00 | 18.20 |
| 01-52000C | JOB SITE TRAILER | 2,357.00 | | 471.00 | | 471.00 | 19.98 | 1,886.00 | 23.55 |
| 01-54390C | CONSTRUCTION SUPPLIES | 8,070.00 | | 1,614.00 | | 1,614.00 | 20.00 | 6,456.00 | 80.70 |
| 01-741902 | CLEANING/DUMPSTER | 5,786.00 | | 1,157.00 | | 1,157.00 | 20.00 | 4,629.00 | 57.85 |
| 01-742301 | FINAL CLEANUP | 1,071.00 | | | | | | 1,071.00 | |
| 01-78330C | BONDS | 5,090.00 | | 5,090.00 | | 5,090.00 | 100.00 | | 254.50 |
| 03-000001 | CONCRETE FOOTINGS BUILDIN | 15,751.00 | | 15,751.00 | | 15,751.00 | 100.00 | | 787.55 |
| 03-00009C | CONCRETE SLAB BUILDING | 13,876.00 | | | | | | 13,876.00 | |
| 03-20000C | CONCRETE FOOTINGS SIGN | 4,875.00 | | | | | | 4,875.00 | |
| 03-35000C | POLISHED CONCRETE | 9,774.00 | | | | | | 9,774.00 | |
| 04-000001 | CMU MATERIAL | 10,929.00 | | 10,929.00 | | 10,929.00 | 100.00 | | 546.45 |
| 04-00009C | MASONRY LABOR BUILDING | 30,108.00 | | 4,516.00 | | 4,516.00 | 15.00 | 25,592.00 | 225.80 |
| 04-012052 | UNIT MASONRY CLEANING | 536.00 | | | | | | 536.00 | |
| 04-05130C | MORTAR MATERIAL | 5,143.00 | | 771.00 | | 771.00 | 14.99 | 4,372.00 | 38.55 |
| 04-051302 | MORTAR SAND | 1,607.00 | | 241.00 | | 241.00 | 15.00 | 1,366.00 | 12.05 |
| 04-05160C | MASONRY GROUT - MATERIAL | 8,786.00 | | 1,317.00 | | 1,317.00 | 14.99 | 7,469.00 | 65.85 |
| 04-05169C | MASONRY GROUT - LABOR | 2,057.00 | | 308.00 | | 308.00 | 14.97 | 1,749.00 | 15.40 |
| 04-051903 | MASONRY REINFORCING | 5,759.00 | | 5,759.00 | | 5,759.00 | 100.00 | | 287.95 |
| 04-05210C | BRICK MATERIAL BUILDING | 5,418.00 | | | | | | 5,418.00 | |
| 04-052302 | SPLIT FACE MATERIAL | 10,715.00 | | | | | | 10,715.00 | |
| 04-20000C | UNIT MASONRY SIGN MATERIA | 15,001.00 | | | | | | 15,001.00 | |
| 04-20009C | UNIT MASONRY SIGN LABOR | 17,679.00 | | | | | | 17,679.00 | |
| 04-211390 | MASONRY ACCESSORIES | 4,714.00 | | 707.00 | | 707.00 | 15.00 | 4,007.00 | 35.35 |
| 04-211391 | MASONRY EQUIPMENT | 3,429.00 | | | | | | 3,429.00 | |
| 05-05230C | METAL FASTENING | 1,393.00 | | | | | | 1,393.00 | |
| 05-12008C | STRUCTURAL STEEL SHOP DR. | 3,750.00 | | | | | | 3,750.00 | |

# REQUEST FOR PAYMENT DETAIL

Project: E421 / JOSEPH W. LUTER JR. COMPLEX Draw: E421-1 Period Ending Date: 4/15/2017

| Item ID | Description | Total Contract Amount | Previously Completed Work | Work Completed This Period | Presently Stored Materials | Completed And Stored To Date | % Comp | Balance To Finish | Retainage Balance |
|---|---|---|---|---|---|---|---|---|---|
| 09-211600 | GYPSUM BOARD MATERIAL | 2,250.00 | | | | | | 2,250.00 | |
| 09-211690 | GYPSUM BOARD LABOR | 2,464.00 | | | | | | 2,464.00 | |
| 09-22160C | METAL FRAMING MATERIAL | 2,786.00 | | | | | | 2,786.00 | |
| 09-90000C | PAINTING AND COATING | 9,517.00 | | | | | | 9,517.00 | |
| 10-14000C | SIGNAGE MATERIAL | 1,543.00 | | | | | | 1,543.00 | |
| 10-14009C | SIGNAGE LABOR | 214.00 | | | | | | 214.00 | |
| 10-14050C | INTERIOR SIGNAGE | 214.00 | | | | | | 214.00 | |
| 10-211300 | TOILET PARTITIONS | 8,121.00 | | | | | | 8,121.00 | |
| 10-28000C | TOILET ACCESS. MAT. ALLOWA | 1,800.00 | | | | | | 1,800.00 | |
| 10-28009C | TOILET ACCESSORIES LABOR | 429.00 | | | | | | 429.00 | |
| 10-51000C | PRESS BOX SHELF MATERIAL | 2,058.00 | | | | | | 2,058.00 | |
| 10-51009C | PRESS BOX SHELF LABOR | 214.00 | | | | | | 214.00 | |
| 10-55000C | AWNINGS MATERIAL | 4,714.00 | | | | | | 4,714.00 | |
| 10-55009C | AWNINGS LABOR | 429.00 | | | | | | 429.00 | |
| 10-70000C | STATUES MATERIAL | 8,947.00 | | | 4,473.50 | 4,473.50 | 50.00 | 4,473.50 | 223.68 |
| 10-73000C | STATUES LABOR | 2,143.00 | | | | | | 2,143.00 | |
| 10-73130C | UTILITY SHELF | 214.00 | | | | | | 214.00 | |
| 10-75000C | WEATHERVANE MATERIAL | 5,218.00 | | | 2,609.00 | 2,609.00 | 50.00 | 2,609.00 | 130.45 |
| 10-75009C | WEATHERVANE LABOR | 643.00 | | | | | | 643.00 | |
| 22-000001 | PLUMBING FIXTURES MATERIA | 9,046.00 | | | | | | 9,046.00 | |
| 22-00009C | PLUMBING FIXTURES LABOR | 3,224.00 | | | | | | 3,224.00 | |
| 22-07000C | WASTE PIPE MATERIAL | 2,381.00 | | 2,142.00 | | 2,142.00 | 89.96 | 239.00 | 107.10 |
| 22-07009C | WASTE PIPE LABOR | 4,270.00 | | 3,843.00 | | 3,843.00 | 90.00 | 427.00 | 192.15 |
| 22-110000 | WATER PIPE MATERIAL | 3,315.00 | | | | | | 3,315.00 | |
| 22-13000C | WATER PIPE LABOR | 4,512.00 | | | | | | 4,512.00 | |
| 22-13010C | DRAINS/CLEAN OUTS MATERIA | 6,857.00 | | | | | | 6,857.00 | |
| 22-13019C | DRAINS/CLEAN OUTS LABOR | 1,290.00 | | | | | | 1,290.00 | |
| 22-130191 | GREASE TRAP MATERIAL | 1,580.00 | | | | | | 1,580.00 | |
| 22-13030C | GREASE TRAP LABOR | 645.00 | | | | | | 645.00 | |
| 22-13039C | VENT PIPE MATERIAL | 598.00 | | | | | | 598.00 | |

# REQUEST FOR PAYMENT DETAIL

Project: E421 / JOSEPH W. LUTER JR. COMPLEX Draw: E421-1 Period Ending Date: 4/15/2017

| Item ID | Description | Total Contract Amount | Previously Completed Work | Work Completed This Period | Presently Stored Materials | Completed And Stored To Date | % Comp | Balance To Finish | Retainage Balance |
|---|---|---|---|---|---|---|---|---|---|
| 22-13530C | VENT PIPE LABOR | 2,135.00 | | | | | | 2,135.00 | |
| 22-142613 | INSULATION | 5,036.00 | | | | | | 5,036.00 | |
| 22-40000C | EQUIPMENT RENTAL | 2,143.00 | | 1,928.00 | | 1,928.00 | 89.97 | 215.00 | 96.40 |
| 22-42019C | TRAP PRIMERS MATERIAL | 1,286.00 | | | | | | 1,286.00 | |
| 22-420191 | TRAP PRIMERS LABOR | 806.00 | | | | | | 806.00 | |
| 23-000001 | AHU INSTALL - MATERIAL | 493.00 | | | | | | 493.00 | |
| 23-00009C | AHU INSTALL - LABOR | 609.00 | | | | | | 609.00 | |
| 23-05000C | DUCTLESS SPLIT INSTALL-MAT | 171.00 | | | | | | 171.00 | |
| 23-059301 | DUCTLESS SPLIT INSTALL-LAB( | 609.00 | | | | | | 609.00 | |
| 23-07000C | EXHAUST FAN INSTALL - MATEI | 214.00 | | | | | | 214.00 | |
| 23-090001 | EXHAUST FAN INSTALL-LABOR | 1,430.00 | | | | | | 1,430.00 | |
| 23-30000C | EQUIPMENT | 4,200.00 | | | | | | 4,200.00 | |
| 23-31009C | GRILLES | 1,961.00 | | | | | | 1,961.00 | |
| 23-310091 | ROUND DUCT - MATERIAL | 2,379.00 | | | | | | 2,379.00 | |
| 23-34419C | ROUND DUCT - LABOR | 1,178.00 | | | | | | 1,178.00 | |
| 26-000001 | WIRING ROUGH IN MATERIAL | 2,325.00 | | 200.00 | | 200.00 | 8.60 | 2,125.00 | 10.00 |
| 26-00009C | WIRING ROUGH IN LABOR | 6,407.00 | | 200.00 | | 200.00 | 3.12 | 6,207.00 | 10.00 |
| 26-012602 | WIRING TRIM OUT MATERIAL | 1,854.00 | | | | | | 1,854.00 | |
| 26-09160C | WIRING TRIM OUT LABOR | 2,170.00 | | | | | | 2,170.00 | |
| 26-20000C | WIRING DEVICES MATERIAL | 552.00 | | | | | | 552.00 | |
| 26-21000C | WIRING DEVICES LABOR | 1,318.00 | | | | | | 1,318.00 | |
| 26-24000C | LIGHT FIXTURES MATERIAL | 13,779.00 | | | | | | 13,779.00 | |
| 26-27000C | LIGHT FIXTURES LABOR | 2,845.00 | | | | | | 2,845.00 | |
| 26-27269C | PANELBOARDS MATERIAL | 1,339.00 | | | | | | 1,339.00 | |
| 26-272691 | PANELBOARDS LABOR | 1,104.00 | | | | | | 1,104.00 | |
| 26-32000C | TRANSFORMER MATERIAL | 2,105.00 | | | | | | 2,105.00 | |
| 26-41000C | TRANSFORMER LABOR | 846.00 | | | | | | 846.00 | |
| 26-50000C | EQUIPMENT CONNECTIONS M/ | 225.00 | | | | | | 225.00 | |
| 26-52000C | EQUIPMENT CONNECTIONS LA | 739.00 | | | | | | 739.00 | |
| 31-31010C | SOIL POISONING | 407.00 | | | | | | 407.00 | |

# REQUEST FOR PAYMENT DETAIL

Project: E421 / JOSEPH W. LUTER JR. COMPLEX Draw: E421-1 Period Ending Date: 4/15/2017

| Item ID | Description | Total Contract Amount | Previously Completed Work | Work Completed This Period | Presently Stored Materials | Completed And Stored To Date | % Comp | Balance To Finish | Retainage Balance |
|---|---|---|---|---|---|---|---|---|---|
| 32-14009C | EXPOSED AGGREGATE CONCF | 2,293.00 | | | | | | 2,293.00 | |
| 32-160001 | SIDEWALKS MATERIAL | 5,357.00 | | | | | | 5,357.00 | |
| 32-16009C | SIDEWALKS LABOR | 3,348.00 | | | | | | 3,348.00 | |
| 32-31000C | WIRE MESH PARTITION | 1,807.00 | | | | | | 1,807.00 | |
| 32-31009C | ALUMINUM DOUBLE GATE | 5,338.00 | | | | | | 5,338.00 | |
| 32-32000C | MECHANICAL ENCLOSURE FEN | 2,641.00 | | | | | | 2,641.00 | |
| 33-40000C | FOUNDATION DRAINS | 1,286.00 | | | | | | 1,286.00 | |
| 81-03350C | SUPERINTENDENT | 27,858.00 | | 5,571.00 | | 5,571.00 | 20.00 | 22,287.00 | 278.55 |
| 81-03400C | PROJECT MANAGER | 15,001.00 | | 3,000.00 | | 3,000.00 | 20.00 | 12,001.00 | 150.00 |
| 81-03500C | OFFICE - CLERICAL | 1,500.00 | | 300.00 | | 300.00 | 20.00 | 1,200.00 | 15.00 |
| 81-03759C | GENERAL LABOR | 5,786.00 | | 1,157.00 | | 1,157.00 | 20.00 | 4,629.00 | 57.85 |
| 81-04000C | TRAVEL EXPENSE | 6,509.00 | | 1,301.00 | | 1,301.00 | 19.99 | 5,208.00 | 65.05 |
| Totals | | 637,100.00 | | 79,789.00 | 7,082.50 | 86,871.50 | 13.64 | 550,228.50 | 4,343.58 |

# REQUEST FOR PAYMENT DETAIL

Project: E421 / JOSEPH W. LUTER JR. COMPLEX Draw: E421-1 Period Ending Date: 4/15/2017

| Item ID | Description | Total Contract Amount | Previously Completed Work | Work Completed This Period | Presently Stored Materials | Completed And Stored To Date | % Comp | Balance To Finish | Retainage Balance |
|---|---|---|---|---|---|---|---|---|---|

| CO | CO Item and Description | CO Amount |
|---|---|---|

Total Change Order amount

**Lewis Construction Of Virginia Inc.**
**986-2273**

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

# INVOICE

Invoice Number: 0417-1072.173
Invoice Date: Apr 17, 2017
Page: 1

| Bill To: | Ship to: |
|---|---|
| Town of Smithfield<br>P O BOx 246<br>Smithfield, VA 23431 | Sewer replace/repair - Find and fix<br>100-200 blk Main Street<br>Smithfield, VA 23431 |

| Customer ID | Customer PO | Payment Terms | |
|---|---|---|---|
| Smithfield | Per Jessie | Net 15 Days | |
| **Sales Rep ID** | **Shipping Method** | **Ship Date** | **Due Date** |
| | | | 5/2/17 |

| Quantity | Item | Description | Unit Price | Amount |
|---|---|---|---|---|
| 200.00 | | 200 hrs repair/replace SS lateral | 255.00 | 51,000.00 |
| 1.00 | | Misc. materials 4" & 6" | 11,115.82 | 11,115.82 |
| 1.00 | | 55 ton asphalt patch | 7,700.00 | 7,700.00 |

VENDOR # _____

ACCOUNT # _____

DEPT HEAD _____

TOWN MANAGER _____

| | |
|---|---|
| Subtotal | 69,815.82 |
| Sales Tax | |
| Total Invoice Amount | 69,815.82 |
| Payment/Credit Applied | |
| **TOTAL** | **69,815.82** |

Check/Credit Memo No:

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

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

VENDOR # _____

ACCOUNT # _____

DEPT HEAD _____

TOWN MANAGER _____

# INVOICE

Invoice Number: 0417-1072.171
Invoice Date: Apr 17, 2017
Page: 1

| Bill To: | Ship to: |
|---|---|
| Town of Smithfield<br>P O BOx 246<br>Smithfield, VA 23431 | Main St water repair/replace per Contract<br>100-200 blk<br>Smithfield, VA 23431 |

| Customer ID | Customer PO | Payment Terms | |
|---|---|---|---|
| Smithfield | Per Jessie | Net 15 Days | |
| **Sales Rep ID** | **Shipping Method** | **Ship Date** | **Due Date** |
| | | | 5/2/17 |

| Quantity | Item | Description | Unit Price | Amount |
|---|---|---|---|---|
| 6.00 | | 12 x 2 saddle | 1,800.00 | 10,800.00 |
| 6.00 | | 2" Corp stop | 500.00 | 3,000.00 |
| 6.00 | | 2" meter setter | 225.00 | 1,350.00 |
| 6.00 | | Carson meter box | 125.00 | 750.00 |
| 6.00 | | tie to existing | 225.00 | 1,350.00 |
| 6.00 | | 2 x 1 meter flg reducer | 125.00 | 750.00 |
| 22.00 | | 22 ton asphalt patch | 100.00 | 2,200.00 |
| 60.00 | | 60' 8" PVC C900 | 15.00 | 900.00 |
| 1.00 | | 12 x8 reducer | 125.00 | 125.00 |
| 1.00 | | 4" LP sleeve | 125.00 | 125.00 |
| 20.00 | | 20' 4" PVC C900 | 15.00 | 300.00 |
| 5.00 | | 4" PVC mega | 25.00 | 125.00 |
| 225.00 | | 225' 2" Municipex | 20.00 | 4,500.00 |
| 650.00 | | 650' saw cut | 1.50 | 975.00 |
| 52.00 | | 52 syd asphalt demo | 8.00 | 416.00 |
| 120.00 | | 120 cyd spoils haul off | 17.00 | 2,040.00 |
| 90.00 | | 90 cyd select fill | 15.00 | 1,350.00 |
| 80.00 | | 80 ton 21A road stone | 15.00 | 1,200.00 |
| 27.00 | | 27 ton asphalt patch 4" | 50.00 | 1,350.00 |
| 1.00 | | Traffic control allowance | 2,500.00 | 2,500.00 |

| | |
|---|---|
| Subtotal | 36,106.00 |
| Sales Tax | |
| Total Invoice Amount | 36,106.00 |
| Payment/Credit Applied | |
| **TOTAL** | **36,106.00** |

Check/Credit Memo No:

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

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

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

VENDOR # _____

ACCOUNT # _____

DEPT HEAD _____

TOWN MANAGER _____

# INVOICE

Invoice Number: 0417-1072.171C
Invoice Date: Apr 17, 2017
Page: 1

Extra

| Bill To: | Ship to: |
|---|---|
| Town of Smithfield<br>P O BOx 246<br>Smithfield, VA 23431 | Main St water repair/replace<br>100-200 Blk water changes<br>Smithfield, VA 23431 |

| Customer ID | Customer PO | Payment Terms | |
|---|---|---|---|
| Smithfield | Per Jessie | Net 15 Days | |
| **Sales Rep ID** | **Shipping Method** | **Ship Date** | **Due Date** |
| | | | 5/2/17 |

| Quantity | Item | Description | Unit Price | Amount |
|---|---|---|---|---|
| 7.00 | | Offsets 12", 6", 4" | 4,460.00 | 31,220.00 |
| 2.00 | | 8" cut/cap (Romac Alpha) | 1,200.00 | 2,400.00 |
| 1.00 | | 12" plug | 240.00 | 240.00 |
| 3.00 | | NPN-15 | 269.11 | 807.33 |
| 40.00 | | 40' 8" PVC C900 | 23.90 | 956.00 |
| 1.00 | | 12" gate valve | 2,032.25 | 2,032.25 |
| 12.00 | | Bell restraint | 170.00 | 2,040.00 |
| 55.00 | | 55 ton asphalt patch 4" | 140.00 | 7,700.00 |
| 1.00 | | 12 x 6 TS & V for 223 Main | 4,442.00 | 4,442.00 |
| 1.00 | | 8" gate valve | 1,066.55 | 1,066.55 |
| 1.00 | | 12 x 8 tee | 392.90 | 392.90 |
| 2.00 | | 8" MJ cap | 137.73 | 275.46 |
| 6.00 | | 8" PVC mega | 109.80 | 658.80 |
| 6.00 | | 12" PVC mega | 190.98 | 1,145.88 |
| 2.00 | | 12 x 6 MJ tee | 356.96 | 713.92 |
| 2.00 | | 6" gate valve | 716.64 | 1,433.28 |
| 2.00 | | Fire hydrant | 2,723.90 | 5,447.80 |
| 8.00 | | 6" DI mega | 84.48 | 675.84 |

| | |
|---|---|
| Subtotal | 63,648.01 |
| Sales Tax | |
| Total Invoice Amount | 63,648.01 |
| Payment/Credit Applied | |
| **TOTAL** | **63,648.01** |

Check/Credit Memo No:

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

**TOWN OF SMITHFIELD** #25216 **REQUISITION**

| | | | |
|---|---|---|---|
| SUGGESTED VENDOR | Christian Outreach Program | | OFFICE USE ONLY<br>DATE ORDERED |
| REQUESTED BY | DATE REQUESTED<br>4.19.17 | DATE WANTED | ORDER NO. |

| QUANTITY | DESCRIPTION | BUDGET ACCT. NO. | EST. UNIT PRICE | EST. TOTAL PRICE |
|---|---|---|---|---|
| | 2017 budgeted Contribution | | | 11,500.00 |
| | COP | | | |
| | | | | |
| | | | | |
| | 4.100.32300.5620 | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

REQUISITIONER RETAIN YELLOW COPY

APPROVED _____ TOWN MANAGER

_____ SIGNATURE - DEPARTMENT HEAD

# Smithfield
## Volunteer Fire Department, Inc.

1804 S. Church Street • Smithfield, VA 23430-1853 • Phone 757-357-3231


To: Ellen Minga, Treasurer

From: H. Jerry Hackney

Date: 07 April, 2017

Re: Fuel Funds

Ellen,

The Smithfield VFD is requesting that the town release the funds from the "Fuel Travel Fund" in the amount of $13, 000.00 and forward the check to the department at your earliest convenience. These funds will then be distributed by our treasurer to our members in good standing based on their individual responses for the calendar year 2016.

If you have any questions or concerns, please feel free to contact me at 757-416-2840

Respectfully,

Jerry

H. Jerry Hackney, Deputy Chief

# Town of Smithfield, Virginia
# Personnel Policies Manual
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# Welcome to the Town of Smithfield!

July 1, 2017

Dear Valued Employee,

Whether you are just joining our team or have been with us for a while, I am confident that you will find our Town a rewarding place in which to work. The Town, as an employer, is committed to providing an environment that is conducive to carrying out the Mission Statement you will read on the next page of this manual. YOU are an integral member of our team of service professionals working to that end. The Town strives to administer our policies, as well as our benefits and compensation programs, in a manner that is fair and understandable.

It is important that you read and comprehend these personnel policies and procedures. There are several things to keep in mind about this manual. First, it contains mostly general information and guidelines. It is not intended to be comprehensive or to address all of the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions, do not hesitate to ask the Human Resources Director or me at any time. Next, neither this manual nor any other Town document confers any contractual right, either expressed or implied, to remain in the Town's employ. Nor does it guarantee any fixed terms and conditions of your employment.

This edition of the Personnel Manual supersedes any previous editions. The procedures, practices, benefits and policies described here may be modified or discontinued from time to time. We will do our best to inform you of any changes as they occur.

On behalf of the Town, I give you our very best wishes for fulfillment and success as an employee of the Town of Smithfield!

Sincerely,

Peter M. Stephenson, AICP, ICMA-CM

Town Manager

# TOWN EMPLOYEES' MISSION STATEMENT

***The Town of Smithfield was founded in 1752 to provide quality services to the citizens. Our mission is to enhance the value of life in the Town of Smithfield by working cooperatively with the community for the purpose of promoting public health, safety, order, prosperity and other services that are unique to this township. We strive to maintain the highest quality of services and to meet the present and future needs of the community.***

# EMPLOYEES' CORE VALUES

*(Adopted 9/2007)*

| | |
|---|---|
| ***Integrity*** | ***Accountability*** |
| ***Honesty*** | ***Trust*** |
| ***Customer Service*** | ***Positive Attitude*** |
| ***Community Partnership*** | ***Respect*** |
| ***Dedication*** | ***Commitment*** |
| ***Teamwork*** | ***Loyalty*** |

# EMPLOYEE ACKNOWLEDGEMENT FORM

The Town of Smithfield Personnel Policies Manual describes important information about employment with the Town of Smithfield, and I understand that I should consult with the Town Managers' office regarding questions not answered in this manual. I have entered into my employment relationship with the Town of Smithfield voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or the Town of Smithfield can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state law.

Since the information, policies and benefits described here are necessarily subject to change, I acknowledge that revisions to the Manual may occur, except to the Town of Smithfield's policy of employment-at-will. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify or eliminate existing policies. The Town Manager and Human Resources Director have the ability to interpret the policies of this manual. However, only the Town Council has the ability to adopt any revisions to the policies in this Manual.

Furthermore, I acknowledge that this Manual is neither a contract of employment nor a legal document. I understand that it is my responsibility to read and comply with the policies contained in this manual and any revisions made to it.

I have been informed and given the information to go to the website that the town's personnel manual is on and it can be viewed at any time: www.tfabenefits.com, once on the website the user name is: town & password is: Smithfield. Look to the left hand side and scroll down to "company documents" the manual is in the drop down menu.

_____ _____

EMPLOYEE'S SIGNATURE Date

_____

EMPLOYEE'S NAME (TYPED OR PRINTED)

INSERT ORGANIZATIONAL CHART HERE

TOWN OF SMITHFIELD, VIRGINIA
PERSONNEL POLICIES MANUAL

# Section 1.0 – Diversity and Inclusion

## 1.1 Equal Employment Opportunity

(Effective 07/01/1997; Revised: 05/03/2011, 01/26/2017)

**Overview:** This policy identifies the Town's commitment to providing equal employment and advancement opportunities and to providing a non-discriminatory work environment.

**Scope:** This policy applies to all individuals working for and within the Town of Smithfield Government.

The Town of Smithfield is dedicated to the principles of equal opportunity in any term, condition or privilege of employment and is committed to complying with all applicable federal, state and local fair employment practice laws. The Town strictly prohibits and does not tolerate discrimination against applicants, employees, vendors, customers, clients or any other covered person because of age, race, color, gender, gender identity, gender expression, sexual orientation, religion, national origin, ancestry, ethnicity, physical or mental disability, citizenship, service in the uniformed services, veteran status, genetic information or any other classes or characteristics protected by federal, state or local law.

Employees, other workers and representatives are prohibited from engaging in unlawful discrimination. This policy applies to all terms and conditions of employment including, but not limited to hiring, training, promotion, discipline, compensation, benefits, transfers, and termination of employment.

**Complaint Procedure**

Employees who believe they have been subject to any conduct, or have witnessed any conduct that violates this policy are encouraged to report the incident promptly to their supervisor, any other supervisor, their Department head, the Human Resources Director, or the Town Manager. Supervisors who receive complaints or who observe discriminatory conduct should immediately inform the Human Resources Director so that appropriate action can be initiated.

The Town's Human Resources department in conjunction with the Town Manager will determine the appropriate course of action for all complaints alleging violation of this policy, which may include investigation, corrective action, or alternative procedures. All investigations will be conducted impartially and as promptly and confidentially as possible without consequence to the employee experiencing or reporting the conduct. Employees are expected to cooperate fully, provide truthful information and, as may be appropriate depending on the nature of the investigation, maintain confidentiality. The Town will keep information regarding complaints and the terms of the resolution in as confidential of a manner as possible. If a violation of this policy is established, the Town will take appropriate corrective action, up to and including termination of employment. If the complaint is of a criminal nature, the appropriate authorities may be contacted.

The Town expressly prohibits any form of discipline, reprisal, intimidation or retaliation for good faith reporting of incidents of discrimination of any kind, pursuing any discrimination claim or cooperating in related investigations.

## 1.2 Harassment-Free Workplace

(Effective 07/01/1997; Revised: 05/03/2011, 06/2014, 01/26/2017)

**Overview:** The Town is committed to providing a work environment that is free from discrimination and unlawful harassment. This policy defines harassment, including sexual harassment, and describes the procedure for reporting such behavior.

**Scope:** This policy applies to all individuals working for and within the Town of Smithfield Government.

The Town of Smithfield does not tolerate any type of harassment in the workplace. Such conduct interferes with our Employees' ability to perform their jobs and is inconsistent with the Town's philosophy of trust and mutual respect. To this end, the Town strives to provide a work environment free of discrimination, harassment and/or intimidation in compliance with all federal, state and local laws.

Compliance with this policy is the responsibility of each Town employee, vendor, constituent or any other person doing business with or on behalf of the Town. All employees must avoid any behavior or conduct that could reasonably be interpreted as a violation of this policy. Furthermore, all Town employees are held to the same standard of conduct when dealing with non-Town employees in the workplace or in any business interaction involving or related to the Town.

**Harassment**

Harassment is defined as any unwelcome and inappropriate conduct directed toward any individual(s) or groups(s) based upon their membership in a protected group, including race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, other protected classification under federal, state or local law.

To be considered harassment, such conduct must be unwelcome, and offensive, annoying, intimidating, or have the effect of creating a hostile working relationship or environment that unreasonably interferes with an Employee's performance or adversely affects an individual's employment opportunities. It may be exhibited in either an overt or subtle manner and can be verbal, non-verbal, or physical in nature. This type of harassment includes, but is not limited to epithets, slurs, derogatory comments, unwelcomed comments or jokes, negative stereotyping, or intimidating acts that are based on an individual's protected status, written or graphic material (e.g. posters, cartoons, drawings, signs) circulated within or posted within the workplace that is derogatory or hostile toward an individual because of his or her protected status ; and/or physical conduct, threats against, and/or intimidation of an individual because of their protected status. Examples include, but are not limited to blocking a person's normal movement, restraining, touching, making offensive gestures, or otherwise interfering with the work of another individual. All such harassment is prohibited.

**Sexual Harassment**

The Town expressly prohibits sexual harassment based on someone's sex or gender. Sexual harassment includes harassment that is not sexual in nature (for example, offensive remarks about an individual's sex or gender) as well as any unwelcomed sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when any of the following is true:

- Submission to the advance, requests or conduct is made explicitly or implicitly a term or condition of employment.
- Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment.
- Such advances, requests or conduct have the purpose or effect of substantially or unreasonably interfering with an individual's work performance by creating an intimidating, hostile or offensive work environment.

All employees are expected to conduct themselves in a professional businesslike manner at all times. Inappropriate sexual conduct that could offend another person, whether male or female, which could lead to a claim of sexual harassment is expressly prohibited by this policy. Such conduct includes, but is not limited to, sexually implicit communications whether in:

- Written form, such as cartoons, posters, notes, calendars, letters, text messages, e-mail.
- Verbal form, such as derogatory statements, slurs, sexual-related comments, jokes, foul or obscene language of a sexual nature, gossiping or questions about other's sex life, or unwanted requests for dates, sexual advances or favors.
- Physical gestures and other unwelcome nonverbal behavior such as touching, grabbing, fondling, kissing, massaging, and brushing up against another's body.
- Visual form such as displaying sexually suggestive posters cartoons or drawings, sending inappropriate adult-themed gifts, leering or making sexual gestures.

The list is illustrative only, and not exhaustive. No form of sexual harassment will be tolerated. Harassment is prohibited at both the workplace and at Town-sponsored events.

**Complaint Procedure**

Employees who believe they have been subjected to any conduct or have witnessed any conduct that violates the Town's Harassment-Free Workplace policy are encouraged to report the incident promptly to their supervisor, any other supervisor or Department head, the Town Manager or the Human Resources Director. Supervisors or Department heads who receive a complaint or who observe harassing conduct should immediately inform the Town Manager or the Human Resources Director so that appropriate action can by initiated. Employees' complaints should be as detailed as possible, including the names of all individuals involved and any witnesses.

The Town's Human Resources department in conjunction with the Town Manager will determine the appropriate course of action for all complaints alleging violation of this policy, which may include investigation, corrective action, or alternative procedures. If an investigation is warranted, it will be conducted impartially and as promptly and confidentially as possible. Employees are expected to cooperate fully, provide truthful information and, as may be appropriate depending on the nature of the investigation, maintain confidentiality. If a violation of this policy is established, the Town will take appropriate corrective action, up to and including termination of employment.

The Town expressly prohibits any form of discipline, reprisal, intimidation or retaliation for good faith reporting of incidents of discrimination of any kind, pursuing any discrimination claim or cooperating in related investigations.

## 1.3 Americans with Disabilities Act (ADA) & Amendments Act (ADAAA)

(Effective 07/01/1997; Revised: 05/03/2011, 06/2014, 01/26/2017)

**Objective:** This policy describes the Town's compliance with the ADA and ADAAA and how individuals may request an accommodation due to disability.

**Scope:** This policy applies to all Town employees as well as all applicants for employment.

The Town of Smithfield will provide reasonable accommodation to disabled employees, in accordance with the Americans with Disabilities Act (ADA) as amended by the ADA Amendments Act (ADAAA) and all applicable state and local regulations, if the accommodation would allow the individual to perform the essential functions of the job, is reasonable, and doing so would not create undue hardship.

Accommodations may also be available to an applicant for part-time or full-time employment if the applicant requests a reasonable accommodation, the applicant is otherwise qualified for the position sought, and the accommodation is needed for successful completion of the application process.

Employees or applicants who need accommodation because of a disability are responsible for requesting accommodation and should contact the Human Resources department. Any medical information obtained in connection with a request for reasonable accommodation will be kept confidential, except as necessary for determining whether an accommodation is possible.

The Town makes determinations about disability accommodations on a case-by-case basis considering various factors and based on individual assessment in each situation. The Town is not required to make the specific accommodation requested and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Town's operations.

The town expressly prohibits any form of discipline, intimidation or retaliation against any individual for requesting an accommodation in good faith. If employees or applicants feel that they or someone else may have been subjected to conduct that violates this policy, they should immediately report it to the Human Resources Director.

## 1.4 Religious Accommodation

(Effective: 01/26/2017)

**Objective:** This policy describes the Town's compliance in accommodating those individuals with sincerely held religious beliefs.

**Scope:** This policy applies to all Town employees as well as all applicants for employment.

The Town respects the religious beliefs and practices, including non-belief, of all employees and applicants. Consistent with this commitment, the Town will, upon request, provide reasonable accommodations for sincerely held religious beliefs if the accommodation would resolve a conflict between religious beliefs or practices of the employee or applicant and a work requirement, unless doing so would create a hardship on the Town's operations.

The Town makes determinations about religious accommodations on a case-by-case basis considering various factors and based on individual assessment in each situation.

The town expressly prohibits any form of discipline, intimidation or retaliation against any individual for requesting an accommodation in good faith. If employees or applicants feel that they or someone else may have been subjected to conduct that violates this policy, they should immediately report it to the Human Resources Director.

# Section 2.0 – Employment

## 2.1 TYPES OF EMPLOYMENT

(Effective: 07/01/1997; Revised 07/01/2003, 07/05/2005, 05/03/2011, 07/01/2017)

**OVERVIEW:** This policy identifies and defines the different categories of employment for positions within the Town of Smithfield government. By defining the types of employment categories, the Town intends to help employees understand their employment status and benefit eligibility. These categories do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and the Town, subject to Smithfield adopted grievance procedures.

**SCOPE:** This policy applies to all persons employed by the Town, regardless of employment status.

Our workforce is made up of individuals hired directly by the Town and may include individuals employed by vendors, staffing firms or other providers of flexible staffing arrangements. For purposes of wage administration, eligibility for overtime pay or participation in employee benefits, the Town classifies its workers as regular or temporary; full-time or part-time; and exempt or non-exempt.

The Human Resources department is responsible for classifying all Company workers according to the categories defined below and will determine the appropriate classifications at the time that positions are created, when there are changes to the duties of a position, or when there are changes in applicable regulations. The classifications do not guarantee employment for any specified period of time. The right to terminate the employment-at-will relationship at any time is retained by both the employee and the Town.

**DEFINITIONS:**

**Exempt Employees:** A classification indicating that an employee is paid a fixed salary, which meets the applicable minimum for their position, and is not eligible for overtime pay, regardless of the number of hours worked during the workweek. Depending on the specific duties of their position, exempt employees may be classified as such by the executive, professional, administrative, computer professional, outside sales, or highly compensated exemptions, or any other exemption allowed by applicable federal or state wage and hour regulations.

**Non-exempt Employees**: A classification indicating that the employee is paid an hourly rate of pay, at or above the applicable minimum wage, for each hour worked and is eligible for overtime pay at a rate of one and one-half (1 ½) times their regular rate of pay for all ours worked over forty (40) in one workweek, or as otherwise indicated by applicable state or local regulations. Non-exempt employees must have permission from their direct supervisor before working hours that are subject to the payment of overtime.

The Town has established the following categories for both exempt and non-exempt employees:

**Regular, Full-Time:** An individual employed directly with the Town who is normally scheduled to work at least thirty-five (35) hours per week for an undefined period of employment, however, most regular,

full-time employees are scheduled to work at least forty (40) hours per week. Generally, these employees are eligible for the full group benefits package, subject to the terms, conditions and limitations of each benefits program.

**Regular, Part-Time**: An individual employed directly with the Town who is normally scheduled to work less than thirty-five (35) hours in a workweek. While part-time employees do receive all legally mandated benefits such as worker's compensation and Social Security, they are generally ineligible for the Town's group benefit package. Individual benefit programs may be offered to part time employees as dictated by the terms, conditions and limitations of each program. Health insurance benefits will be offered to regular part-time employees who consistently work 30 hours or more in a workweek.

**Temporary:** Individuals who are hired to temporarily supplement the workforce or to assist in the completion of a specific task/project who are temporarily scheduled to work less than the Town's full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary workers are not eligible for Town benefits unless specifically stated otherwise in Town policy or deemed eligible according to plan documents.

**Appointed Positions: ***

1. Treasurer: The Council shall appoint a Treasurer who shall hold office at the pleasure of the Council and shall serve under the direction and supervision of the Town Manager. The position of the Treasurer may be filled by the Town Manager.

2. Chief of Police: The Chief of Police shall be appointed by the Town Manager, subject to confirmation by the Council, and shall serve at the pleasure of the Town Manager.

3. Clerk of Council: The clerk shall be appointed by Council for a term of two years, coincident with that of the Council. The position of treasurer and clerk may be filled by the same person, and may be filled by the town manager.

*Per Sect. 29(b1) of the Town Charter and Sect. 46 - 1 of Town Code.

**Contractual Employment:** A position created by contract.

## 2.2 Recruitment and Selection

(Effective 07/01/1997; Revised: 07/01/2003, 05/03/2011, 07/01/2017)

**OVERVIEW:** This policy describes the rules governing the recruitment and applicant selection for vacant positions.

**SCOPE:** This policy applies to all Town Government vacancies.

The Town seeks to employ the best qualified individuals in all areas of our operation, and therefore, base our employment decisions on the individual's qualifications. We welcome and value diversity within our applicant pool and are committed to extending employment, transfer, promotion,

compensation, and training opportunities to the best qualified individuals regardless of age, color, race, gender, religion, national origin, ethnicity, gender identity, gender expression, sexual orientation, physical or mental disability, citizenship or any other class recognized by state or local law or any other characteristics protected under applicable federal, state or local law.

The Town Manager in conjunction with the Human Resources department is responsible for determining vacancies and filling those vacancies with qualified personnel. All positions will have a job description approved by the Town Manager and the Human Resources department. All recruitment and selection activities will be based upon the duties and requirements identified in the position's job description.

The Town Manager must authorize filling a vacant position prior to initiating any recruitment.

**Recruitment:**
Vacancies and new positions will normally be advertised by public notice, with current Town employees and the general public eligible to apply.

The extent of recruitment and advertising will be guided by the Town's commitment to obtaining a sufficient pool of diverse, well qualified applicants. Positions will be posted for a minimum of 5 working days. Recruitment closing dates will be specified for each position in all vacancy announcements and advertisements.

When it is determined jointly by the Department Director, Human Resources department, and the Town Manager that a sufficient number of Town employees meet the qualifications of the vacant position, recruitment may be limited to current Town Employees only. "Employee Only" vacancies must be posted throughout Town facilities to provide employees opportunity to apply.

**Application Process:**
Persons seeking to apply for employment with the Town must complete a Town employment application.

Applications will only be accepted for positions that have been posted for recruitment. Applications must be received by the close of business on the specified closing date. The Town will grant any reasonable request for accommodation through the completion of the application process.

**Selection:**
The Human Resources department shall review all applications for employment to determine whether the applicant meets the minimum qualifications for the position. In addition, as is consistent with the requirements of Va. Code 15.2-1509, an honorably discharged veteran's military service shall be taken into consideration during the selection process, provided that such veteran meets all of the knowledge, skill and ability requirements for the position. Additional consideration shall also be given to veterans who have a service connected disability rating fixed by the United States Veterans Administration.
For purposes of this section, "veteran" shall mean any person who has received an honorable discharge and has (1) provided more than 180 consecutive days of full-time active duty service in the armed forces of the United States or reserve components thereof, including the National Guard or (2) has a service-connected disability rating fixed by the United States Veterans Administration.

When appropriate, examinations may be used which may be written or oral or a combination thereof. Such examinations shall relate to the duties and responsibilities of the positions for which the applicant is being examined.

**Employment Offers:**
Offers of employment and discussion of compensation shall be initiated by the Town Manager's Office and shall be documented in writing.

To ensure that individuals working for the Town are well qualified and to ensure the Company maintains a safe and productive work environment, all offers of employment are contingent upon successful completion of a pre-employment background check. Background checks may include verification of any information on the applicant's resume or application form.

All offers of employment are conditioned on receipt of a background check report that is acceptable to the Town. Any background checks that are conducted by a third party are in conformity with the Federal Fair Credit Reporting Act, the American with Disabilities Act, and state and federal privacy antidiscrimination laws. All background reports are kept confidential and are only viewed by individuals involved in the hiring process.

If information obtained in the background check would lead the Town to deny employment, a copy of the report will be provided to the applicant, and the applicant will have the opportunity to dispute the report's accuracy. Background checks may include a criminal record check, although a criminal conviction does not automatically bar an applicant from employment (exceptions may be applicable for positions within the Smithfield Police Department)

Additional checks such as a drug screen, driving record or credit report may be made on applicants for a particular job category if appropriate and job related.

The Town reserves the right to conduct a background check for current employees to determine eligibility for promotion or reassignment in the same manner as described above.

Positions for which an employee's health/well-being is directly related to job performance, or the health, safety and welfare of the employees, residents or the general public may require satisfactory completion of a pre-employment medical examination.

For these positions, job offers are contingent upon the satisfactory results of a medical examination. Positions which require medical examinations will be identified as such in all position announcements and advertisements.

The medical examination will be requested after a job offer is extended and before the employee begins work. The medical examination will be performed at the Town's expense. Information about the employee's medical condition or history will be kept separate from other employee information and maintained confidentially.

Some positions may require the satisfactory completion of a polygraph test when the security, safety or welfare of employees, property or consumers is immediately affected by the responsibilities of the job.

For these positions, job offers are contingent upon the successful review of the polygraph test. Positions requiring polygraph tests will be identified as such in all position announcements and advertisements.

**Appointments:**
Some positions require appointment of an employee rather than selection through the traditional recruitment process. These positions include:

- **The Chief of Police**: who is appointed by the Town Manager, subject to confirmation by the Council. The Chief of Police serves at the pleasure of the Town Manager.

- **The Treasurer**: who is appointed by the Smithfield Town Council, serves at the pleasure of the Council and under the direction of the Town Manager.

- **Clerk of Council:** The clerk shall be appointed by Council for a term of two years, coincident with that of the Council. The position of treasurer and clerk may be filled by the same person, and may be filled by the town manager.

## 2.3 Employment of Relatives and Personal Relationships

(Effective 07/01/1997; Revised 07/01/2003, 07/01/2017)

**OVERVIEW:** This policy establishes the conditions under which close relatives and those with personal relationships can be employed for the Town of Smithfield.

**SCOPE:** This policy is applicable to all employees of the Town.

The Town wants to ensure that employment practices do not create situations such as conflicts of interest or favoritism or the appearance thereof. This extends to practices that involve hiring, promotion and transfer. Close relatives, partners, those in dating relationships or members of the same household are not permitted to be in positions that have a reporting responsibility to each other. Close relatives are defined as spouse, domestic partner, father, mother, mother-in-law, father-in-law, grandparent, child, son/daughter-in-law, aunt, uncle, nephew, niece, sibling, sibling-in-law, step relatives, cousins and domestic partner relatives.

Close relatives of persons currently employed by Smithfield can only be hired/transferred in the same division or Department when:

1. The employee does not participate in the decision to hire/transfer the close relative.

2. The employee exercises no control over the employment of activities of his/her close relative; or

3. The employee and his/her close relative are not in the same line of authority within the organization.

If an employee begins a dating relationship or becomes relatives, partners or members of the same household and if one party is in a supervisory position, that person is required to inform the Human Resources department and their supervisor of the relationship. In these instances, the individuals concerned will decide who is to be transferred (if a position is available) or separated. If the decision is not made within thirty (30) calendar days, the Town will make that decision.

The Town reserves the right to apply this policy to situations where there is a conflict or potential for conflict because of the relationship between employees, even if there is no direct reporting relationship or authority involved.

This policy shall apply without regard to gender, sexual orientation, gender identity, gender expression, or seniority of the participants in a relationship of the kind described. If violation of this policy is established, the Town will take appropriate action up to and including termination of employment.

## 2.4 Probationary Period

(Effective 07/01/1997; Revised 07/01/2003, 05/03/2011, 07/01/2017)

**OVERVIEW:** This policy describes the purpose of and defines the parameters around the probationary period.

**SCOPE:** This policy applies to all employees newly hired into regular full and part-time positions.

All new full-time and part-time employees shall serve a 6 (six) month probationary period (18 months for Police Officers). During this period the employee must show that he or she is capable of and willing to perform the job satisfactorily. At the end of the probationary period there will be a performance discussion and the employee will be receive agreed upon SMART Goals. If satisfactory performance is attained the employee will be entitled to all the benefits of non-probationary status including utilization of the grievance procedure.

In establishing a probationary period, the Town does not change in any way the employment-at-will status that applies to its employment relationship with all employees at all times during their employment.

**Benefits:**
Probationary employees are eligible for those benefits which are required by law, such as worker's compensation insurance and social security. They may also be eligible for other Town provided benefits, subject to the terms and conditions of each benefits program.

**Probationary Period and Movement to New Positions:**
An employee in their probationary period is not eligible to transfer or apply for another position within the Town government until he/she has successfully completed the probationary period. The Town Manager reserves the right to waive this requirement in extenuating circumstances.

## 2.5 Performance Planning and Evaluations

(Effective: 07/01/1997; Revised 07/01/2003, 05/03/2011, 07/01/2017)

**Objective:** The objective of this policy is to provide an overview of the performance planning and evaluation process.

**Scope**: This policy applies to all Town employees.

At the Town of Smithfield every employee plays a very important part in the organization's success. As a result, employees are expected to perform their jobs to the best of their abilities. The Town realizes that, to develop their full potential, employees require feedback. They need to understand how their job helps the organization achieve its objectives. Employees also need and deserve acknowledgement for what they do well and for their contributions to the organization, as well as receive feedback on opportunities for growth and improvement.

Performance Evaluations are conducted on a pre-determined annual date prior to the end of each fiscal year. Performance feedback is also provided to each employee halfway through the performance evaluation cycle. The performance evaluation will be discussed, and both the employee and the supervisor will sign the form to ensure that all strengths, areas for improvement and goals for the next fiscal year have been clearly communicated. The performance evaluation may also be used in determining pay increases, as a factor in determining lay-offs, as a basis for training, transfer, promotion, demotion, or separation, or for such other purposes as may be deemed advisable. All performance evaluations will be retained in the employee's personnel file.

The employee is evaluated on their performance as it relates to defined core competencies as well as the achievement of agreed upon SMART goals. The core competencies help lay out a road map to superior performance, but they do not ensure it. Competencies are designed to help both employees and the organization perform at a high level by focusing employee's attention on key business goals and values. As business needs change, the town may edit or change any or all competencies in order to meet the needs of the organization. The agreed upon goals will aid each employee in personal and professional development, while strengthening the talent and capabilities of the Town.

**New Hires**

After an employee completes their probationary period, SMART goals are agreed upon between the supervisor and the employee. The time period for goal achievement should be considered as it relates to the performance evaluation cycle. Any pay increase received during the annual performance process may be pro-rated as appropriate.

## 2.6 Secondary Employment

(Effective 07/01/1997; Revised 07/01/2003, 07/01/2017)

**OVERVIEW:** This policy identifies the conditions under which a Town employee may maintain a secondary job outside of his/her primary Town government job.

**SCOPE:** This policy applies to all regular full and part time employees.

Secondary employment is defined as employment in a capacity other than the employee's primary Town job. Town employees shall not engage in secondary employment which may be determined or perceived as being a conflict of interest with his/her Town job's work and responsibilities.

Town employees may not receive any income or material gain from individuals outside the Town for materials, or services resulting from the scope of their regular Town job.

Prior to accepting employment outside the Town, an employee must receive approval, in writing from the Human Resourced department. The employee should inform the Human Resources department of any significant change in the nature or scope of the secondary employment.

An employee who maintains a secondary job outside of the Town is expected to meet the performance standards of his/her Town job. No special treatment will be given to employees who maintain secondary employment.

An employee maintaining two, concurrent Town positions might be considered to be jointly employed under the provisions of the Fair Labor Standards Act. In such cases, employment activities shall require close consideration and conformance with the requirements of that law.

## 2.7 Re-Employment

(Effective 07/01/1997; Revised 07/01/2017)

**OVERVIEW:** This policy defines the relationship between a break in service and a former employee's re-employment with the Town.

**SCOPE:** This policy applies to all former Town employees who are being re-hired into a Town position.

Any employee formerly employed by the Town, who left in good standing, may be considered for open positions for which they are qualified should they apply.

All re-hired employees are subject to the provisions of the Probationary Period.

Other than retirement, re-employed individuals are considered new employees for the purpose of determining fringe benefit eligibility and years of service.

## 2.8 Release of Employee Information, Including References

(Effective 07/01/2017)

**Overview:** The Town maintains strict confidentiality of Employee records. However, operating requirements of the Town do necessitate disclosure of Employee information at times. The purpose of this policy is to outline circumstances in which employee information will be disclosed to external organizations.

**Scope:** This policy applies to all Town employees.

Garnishments/Levies/Support Orders: Upon receipt of a properly authorized request to release information or initiate deductions from the employee's pay, the Town will release salary/wage information and begin deductions from pay.

Lenders/Credit Organizations: Upon receipt of an authorized request that includes the employee's signature, the Town will release the information. These requests should be sent to a Human Resources or Payroll representative, who will not respond to any telephone requests for information.

Prospective Employers/Employment References: All requests for employment references or verification of employment must be directed to the Human Resources department. Employees are not authorized by the Town to disclose any information concerning the employment of any former or current employee. Upon receipt of an authorized request that includes the employee's signature, Human Resources will provide information for reference purposes which will be limited to job title(s) held, dates of employment, earnings at separation, and whether the employee is eligible for rehire with the Town.

Freedom of Information Act requests: These requests will be reviewed individually and information provided as required under the Freedom of Information Act.

## 2.9 Separations

(Effective 07/01/1997; Revised 07/01/2017)

**Objective:** This policy identifies the separation from Town employment and the related procedures and conditions for each.

**SCOPE:** This policy applies to all regular full and part time positions.

Separation of employment within the Town can occur for several different reasons:

***Resignation**:* Although we hope your employment with the Town will be a mutually rewarding experience, we understand that varying circumstances cause employees to voluntarily resign employment. Resigning employees are encouraged to provide two weeks' notice, preferably in writing, to facilitate a smooth transition out of the organization. The Town reserves the right to provide an employee with two weeks' pay in lieu of notice in situations where job or business needs warrant such action. If an employee provides less notice than requested, the Town may deem the individual to be ineligible for rehire depending on the circumstances regarding the notice given.

***Retirement:*** The completion of Town service which is characterized by the receipt of retirement benefits. Retirement benefits are awarded when an employee:

- Meets the age and/or length of service eligibility requirements.

- Acquires a permanent physical or mental disabling condition which prevents the employee from performing his or her job (referred to as disability Retirement).

***Termination:*** An employee's involuntary termination from Town service which is typically related to misconduct or unsatisfactory job performance; and which is not the result of layoff. Town employees are employed on an at-will basis, and the Town retains the right to terminate an employee's employment at any time.

***Layoff due to Lack of Work**:* The Town attempts to maintain a stable, productive work force. If

business/financial conditions change, the Town may reduce its workforce accordingly. The Town will attempt to communicate information about an impending layoff as soon as possible.

***Job Abandonment*:** Employees who fail to report to work or contact their supervisor for one (1) workday shall be considered to have abandoned the job without notice, effective at the end of their normal shift. The supervisor shall notify the Human Resources department at the expiration of the work day. Employees who are separated due to job abandonment are ineligible for rehire.

Upon separating from Town service, a terminated employee will receive payment for any accrued, but unused leave.

Under qualifying circumstances, employees will be given the opportunity to extend his/her health insurance policy under COBRA provisions.

## 2.10 Layoff

(Effective: 07/01/1997; Revised 07/01/2017)

**OVERVIEW:** The Town Manager has the right and obligation to manage the workforce to best serve the interests of the Town. Circumstances may require the Town to reduce its workforce. This policy describes the Town's layoff procedures.

**SCOPE:** This policy applies to all regular full and part time positions.

As dictated by the business and operational needs and financial resources of the Town, the Town Manager may reduce the workforce.

**Written Notification:**
Each employee laid off shall be given written notice. Whenever practical, the notice should be given at least two weeks prior to the effective date. The written notice should include the effective date of the layoff and any other information required by federal or state law.

**Recall of Employees:**
The Human Resources department shall maintain a list of all employees laid off in accordance with this policy. The list will identify the employees' names, position classifications and the department from which they were laid off. The Town will consider employees on the recall list for appropriate job openings. Recall lists will be maintained for one year after the layoff.

**Employee Assistance:**
The Town will make every attempt to assist employees with obtaining other employment, applying for unemployment compensation, and/or coping with the stress of losing gainful employment.

## 2.11 Exit Interviews

(Effective: 07/01/1997; Revised: 07/01/2017)

**OVERVIEW:** In an effort to gain insight into employee perceptions of the work environment and to

identify reasons for employee resignations, exit interviews will be conducted on all employees who voluntarily separate their employment with Town.

**SCOPE:** This policy applies to all employees who voluntarily separate from Town employment.

All voluntarily separating employees shall complete an exit interview with the Human Resources department. Information gathered on the employee's perception of benefits, working conditions, pay and other factors of the work environment may be used to identify ways of improving the Town's policies/procedures/practices.

## 2.12 Return of Town Property

(Effective 07/01/1997)

**OVERVIEW:** The Town will make every effort to regain Town property which has been assigned to employees leaving Town employment.

**SCOPE:** This policy applies to all separating Town employees.

**Issue of property/equipment:**
A checklist/employee acknowledgment form will be completed when property/equipment is issued to an employee. The checklist will identify the type and condition of the equipment/property being issued and will require the employee's signature acknowledging responsibility for and receipt of the equipment/property.

**Employee responsibility:**
Each employee must keep issued property/equipment in good working condition and perform assigned preventive maintenance. The Town will replace/repair equipment damaged during work. The employee is responsible for replacing equipment/property that is lost.

**Failure to return property:**
Upon separation from Town service, all issued property/equipment must be returned and acknowledged as such on the equipment checklist/acknowledgment form. The value of any property/equipment which is not returned will be deducted from the employee's final paycheck.

# 3.**0** Workplace Expectations

## 3.1 Town of Smithfield Code of Conduct

(Effective 07/01/1997; Revised 07/01/2003, 05/03/2011, 01/26/2017)

**Objective:** The Town of Smithfield's Code of Conduct sets forth the basic expectations of how Town employees will interact with each other and the Town's vendors, customers, contractors and constituents. Town employees are expected to observe the spirit, and the letter of this Code of Conduct. The Town has developed policies, procedures and expectations that are set forth in this Manual and are incorporated by reference in this Code of Conduct.

**Scope**: This policy applies to all individuals employed by the Town of Smithfield

**Basic Expectations**

It is the responsibility of each Town employee to be honest and truthful in his/her dealings. Employees must observe all applicable laws and regulations applicable to the Town and its constituents. All employees must refrain from illegal, dishonest or unethical conduct.

Specifically, the ethical standards of the Town at all times must involve honesty, integrity, professionalism, customer service, community partnership, teamwork, accountability, trust and positive attitude. Employees must strive at all times for excellence in their performance and conduct, and must comply with the policies and procedures set forth by the Town, both in spirit and in letter.

Employees owe to the Town a duty of good faith and fair dealing. Employees must give the Town their best efforts at all times.

**Conduct**

To ensure a productive working environment for all employees, the Town prohibits offensive, unprofessional and/or disruptive behavior by any employee. Personal conduct, whether verbal or physical, that is unprofessional and/or fails to promote a working environment free from harassment is prohibited. Employees will not be rude or act unprofessionally towards a customer, constituent or anyone in contact with the Town.

Specifically, unacceptable conduct includes, but is not limited to:

- Committing attacks (verbal or physical) leveled at others which are personal, irrelevant, or go beyond the bounds of reasonable and/or professional comments. Examples of such include offensive remarks meant to harm someone's reputation or remarks that could contribute to a hostile work environment on the basis of race, sex, disability, religion, or any other status protected by the law or the Town.
- Theft or inappropriate removal or possession of any property belonging to another employee, customer or the Town.
- Acts of anger, abusive treatment of others, outbursts and other behaviors outlined in the Town's Violence in the Workplace Policy.
- Using inappropriate language or making inappropriate comments, such as using slurs, name-calling, profanity or other offensive language, making sarcastic, rude, cynical, abusive,

threatening, belittling, degrading, misleading, false, fraudulent, harmful statements to or about an employee or anyone associated with the Town.

- Committing any form of harassment or discrimination in violation of the Town's policy on Equal Employment Opportunity & Anti-Harassment.
- Falsification or alteration of any Town document (including time sheets), or any document completed at the direction of the Town.
- Acts of insubordination: refusing to comply with lawful and reasonable instructions from management or general dereliction of duties.
- Failing to cooperate and/or provide truthful, accurate and complete information during the course of an internal or external investigation and/or revealing the confidentiality of the investigation where such confidentiality may be lawfully required.
- Using the internet, social media venues, electronic devices or other electronic means to violate any policy in this manual.
- Retaliating against any employee who participates in an investigation, engages in legally protected activity that prohibits retaliation and/or who complains in good faith about the behavior or conduct of another employee.
- Negligence or improper conduct leading to the damage of Town owned or customer owned property or defacement of Town property.
- Violations of safety or health rules, common safety practices, and/or contributing to unsanitary, unhealthy, or unsafe conditions.
- Failure to report immediately a personal accident or injury involving work or use of a Town vehicle or equipment.
- Possession of dangerous or unauthorized material such as explosives, firearms or other weapons in the workplace.
- Inappropriate acceptance of gift, gratuity, service or favor from a vendor, applicant, contractor or other persons doing business with the Town.
- Abusing job related influence on transactions involving purchases, contracts or leases for personal gain or the gain of a relative.
- Immoral or indecent conduct on Town property or in the performance of Town work or service.

Of course, this is not an exhaustive list, and individuals should use sound judgement in interacting with others to ensure that all those with whom employees interact enjoy a positive work environment and favorable work experience. Nothing in this policy should prevent employees from exercising their rights under the National Labor Relations Act. Employees should conduct themselves in a manner that supports the spirit and the letter of the Code of Conduct, regardless of whether a specific prohibition is outlined in the Code of Conduct.

Any employee who experiences or observes any conduct or behavior that may violate this Code of Conduct is expected to report such behavior to his direct supervisor, any other supervisor, the Town Manager or the Human Resources Director. No employee will suffer retaliation for reporting such conduct in good faith. No employee is exempt from this policy.

All complaints will be investigated promptly and corrective action taken will be consistent with the Town's Performance Management policy. Violations of the Code of Conduct are considered misconduct and may lead to disciplinary action, up to and including termination of employment.

## 3.2 Conflicts of Interest

(Effective 07/01/1997; Revised: 07/01/2017)

**OVERVIEW:** In accordance with the State and Local Government Conflicts of Interest Act, the Town of Smithfield is committed to prohibiting circumstances that would potentially compromise the best interest of the public and/or affect the decisions of a public employee/official by presenting inappropriate conflicts.

**SCOPE:** This policy applies to all persons employed by the Town, regardless of employment classification.

**DEFINITIONS:**

Immediate Family Member: A spouse or any other person residing in the same household as a Town employee, who is a dependent of the officer or employee or of whom the officer or employee is a dependent.

Personal Interest: Financial benefit or liability accruing to an officer or employee or to a member of his immediate family. Personal interest includes an officer's or employee's receipt of income, salary, fringe benefits, or other compensation that exceeds $5,000 annually. See the Code of Virginia 2.1-639.2 for additional information on the Act's definition of personal interest.

**PROVISIONS:**

A. All Town officers and employees shall refrain from any activity that potentially compromises or can be perceived as compromising the best interests of the public or which result in inappropriate conflicts. Any officer or employee of the Town is prohibited from:

- Soliciting or accepting money or other thing of value for services performed within the scope of his/her official duties, except the compensation, expenses or other remuneration paid by the agency of which he is an officer or employee. This prohibition shall not apply to the acceptance of special benefits that may be authorized by law;
- Offering or accepting any money or other thing of value for or in consideration of obtaining employment, appointment, or promotion of any person with any governmental or advisory agency;
- Offering or accepting any money or other thing of value for or in consideration of the use of his/her public position to obtain a contract for any person or business with any governmental or advisory agency;
- Using for his/her own economic benefit or that of another party confidential information that he has acquired by reason of his public position and which is not available to the public;
- Accepting any money, loan, gift, favor, service, or business or professional opportunity that reasonably tends to influence him in the performance of his official duties. This subdivision shall not apply to any political contribution actually used for political campaign or constituent service purposes and reported as required by Chapter 9.3 (§ 24.2-945 et seq.) of Title 24.2;
- Accepting any business or professional opportunity when he knows that there is a reasonable likelihood that the opportunity is being afforded him/her to influence him in the performance of his/her official duties;

- Accepting any honoraria for any appearance, speech, or article in which the officer or employee provides expertise or opinions related to the performance of his/her official duties.
- Accepting a gift from a person who has interests that may be substantially affected by the performance of the officer's or employee's official duties under circumstances where the timing and nature of the gift would cause a reasonable person to question the officer's or employee's impartiality in the matter affecting the donor.
- Accepting gifts from sources on a basis so frequent as to raise an appearance of the use of his public office for private gain.
- Using his/her public position to retaliate or threaten to retaliate against any person for expressing views on matters of public concern or for exercising any right that is otherwise protected by law, provided, however, that this subdivision shall not restrict the authority of any public employer to govern conduct of its employees, and to take disciplinary action, in accordance with applicable law, and provided further that this subdivision shall not limit the authority of a constitutional officer to discipline or discharge an employee with or without cause.
- Having personal interest in a contract with the agency of which he is an officer or employees other than his own contract of employment.

- Having personal interest in a contract with any other Town governmental agency except under the provisions defined by the State and Local government Conflict of Interest Act.

- Having personal interest in a transaction with a Town department.

- No Town officer or employee shall continue in his position with the Town after becoming elected to any public office in the Town.

- No person shall orally, by letter or otherwise, solicit or be in any manner concerned in soliciting any assessment, subscription or contribution for any Town political purpose whatever from any Town officer or employee.

- No Town officer or employee shall make any contribution to the campaign funds of any candidate for public office in the Town or take any part in the management, affairs or political campaign of any candidate for public office in the Town, further than in the exercise of his/her right as a citizen to express his/her opinion and to cast his/her vote.

B. Disclosure Statements:

As dictated by the State and Local Government Conflict of Interests Act, certain Town officers and employees may have to file a disclosure statement identifying their personal interests.

C. Enforcement:

The local Commonwealth Attorney has the authority to rule on the Conflict of Interest.

Violations of this policy may result in disciplinary action up to and including termination of employment.

# 3.3 Hours of Work

(Effective 07/01/1997; Revised 07/01/2003, 05/03/2011, 07/01/2017)

**OVERVIEW:** This policy establishes the Town's normal hours of business operations, the typical hours of work for the regular, full time workforce, and alternative scheduling.

**SCOPE:** This policy applies to all regular employees.

**Hours:**

The Town's administrative normal hours of business operations are from 9:00 a.m. until 5:00 p.m. Other departments may have alternative work schedules based on the needs of the Town.

Typically, regular full-time employees are expected to work an 8 hour day; however some employees of the Police Department may be expected to work a 10 hour shift.

**Meals and Breaks:**

Within an eight hour work day, employees receive a 30 minute meal break subject to departmental conditions and availability of personnel

Nonexempt employees are prohibited from performing job related duties while on an uncompensated lunch break.

Employees shall have two 15 minute paid rest breaks per day, which are included within the total required hours of work. These breaks may be used in conjunction with the 30 minute meal break, as long as the sum does not exceed 60 minutes per workday. Such breaks may not accumulate from one shift or one day to another. Flexible work scheduling may be used for the purpose of extending a meal break with the employee's start time being advanced or end time being extended as approved by your supervisor.

**Standard Workweek:**

The workweek begins at 12:00 am Sunday and ends at 11:59 p.m. on Saturday. The Standard workweek for most full time employees consists of a 5 day, 40 hour per week schedule.

**Flextime:**

The starting and stopping time for employees may be staggered to provide for optimal staffing coverage or to provide flexibility to employees within established limits.

**Alternative work weeks:**

If accommodated by department operations, employees will be allowed to work alternative work schedules which vary from the standard workweek. Alternative schedules include but are not limited to four 10-hour days, and rotational shifts. Individual department heads have the authority to approve alternative work schedules in conjunction with the Human Resources Department. This includes employees seeking to perform volunteer activities on behalf of community service organizations during normal working hours.

All flextime and alternative work schedules will comply with the provisions of the Fair Labor Standards Act. Schedules may also be adjusted to meet FMLA and ADA requirements.

**Leave:**
Regular non-exempt full-time employees who do not work the scheduled 40 hours per week (or their normal schedule, if not 40 hours) must submit leave for un-worked hours or have their pay adjusted to accommodate for the unpaid absence, if applicable.

## 3.4 Attendance and Punctuality

(Effective: 01/26/2017)

**Objective:** The Town's commitment to quality service depends on having adequate staff at all times. Town employees are expected to be a work as scheduled and ready to begin work promptly at the established time for all positions.

**Scope:** This policy applies to all employees of the Town

**Unexpected Absences, Late Arrivals or Early Departures**
Unless instructed otherwise by your supervisor, if you going to be absent, late to work, or leave work prior to your scheduled departure time for any reason, you are expected to notify your supervisor as early as possible and, at the latest, within 30 minutes (1 hour for Police Department) of your scheduled arrival time. You are expected to speak with your supervisor directly, or leave a message if your supervisor cannot be reached.

**Planned Absence, Late Arrival & Early Departure**
If you are going to be out of work for a planned absence, arrive late or depart early, you are expected to give your supervisor adequate notice prior to the time off. A minimum of 24 hours is requested.

**Attendance Guidelines**
When an employee takes excessive time off, or is frequently late to work or leaves early, the Town cannot meet its goals. Therefore, regular reliable attendance is an essential function of all jobs within the organization. If an employee is absent, late or leaves early, the supervisor will track these situations and determine if the time off has been excessive or if there is any notable pattern of absenteeism. As a guide, more than three (3) instances of unexpected time off in a six month period is generally excessive. In addition, for any late arrival, absence or early departure, employees may be asked to provide documentation for your need for the time off and for any that exceeds three consecutive calendar days. Employees must provide the documentation of the need for time off. Employees who are out of the office due to an illness for three or more consecutive days must provide a certificate from their physician stating that the employee is fit to return to duty. Failure to provide the required documentation is considered misconduct, and may result in disciplinary action, up to and including termination.

**Job Abandonment**
Any employee who fails to come to work as scheduled, fails to follow the notification procedures, and/or leaves early without notice or permission prior to the end of his or her shift, is considered to have abandoned his or her job, and the Town will assume that the employee has voluntarily resigned. If the employee still desires to return to work, the Town will evaluate the reason for the employee's violation of these procedures and will determine based on the circumstances whether the Town will permit the employee to return to work and/or discipline the employee.

Employees with excessive time off, or those who fail to follow the notification procedures outlined in this policy, may receive disciplinary action, up to and including termination of employment.

## 3.5 General Vehicle Usage

(Effective: 07/01/1997; Revised: 07/01/2003, 09/04/2007, 07/01/2017)

**OVERVIEW:** When available, the Town will provide for the use of Town vehicles in accomplishing job duties. This policy defines the minimum qualifications and expectations for operating a Town Vehicle.

**SCOPE:** This policy applies to all persons who will operate a Town vehicle.

**License & Use**:
Any person operating a Town vehicle is required to have a valid /Virginia driver's license. If the vehicle or activity requires additional licenses, endorsements or certifications, (such as a Commercial Driver's license, hazardous material transport, etc.), the operator must have obtained the appropriate licenses/endorsements prior to operating the vehicle.

Employees should use Town vehicles when conducting official Town business when available; however employees should only use Town vehicles while conducting official Town business. Employees will not be reimbursed for mileage on a personal vehicle if a Town vehicle is available for use. Appropriate documentation is required for reimbursement from the Treasurer's Office. Police officers will be allowed limited, authorized off duty usage of patrol vehicles.

**Care & Condition:**
It is expected that all employees exercise care, perform required maintenance and follow all operating instructions, safety standards and guidelines.

All damages, defects and need for repairs must be reported promptly.

The improper, careless, negligent or unsafe use or operation of Town vehicles as well as excessive or avoidable traffic and parking violations can result in disciplinary action, up to and including termination of employment.

**Non-Employee Passengers:**
Non-employee passengers are not encouraged. Non-employee passengers are covered by the town's insurance but should be kept to a minimum unless specifically approved by the Town Manager.

Due to the nature of regular duties, all Smithfield Police Officers are exempt from this section.

**Fleet Management Program:**
Purpose:
The purpose of this program is to address vehicle loss trends and driver training needs. Topics will be covered that address the specific accident types or driving exposures that have been the most frequent or persistent for town departments. Training topics will be departmental specific.

General Policy Statement:

The Town of Smithfield is convinced that the safe, dependable operation of vehicles and equipment is an essential factor in meeting the town's responsibility for providing services to the community. It is the town's objective to provide appropriate vehicles, equipment, training and supervision for town employees. Supervisors and department heads are expected to implement and enforce all fleet management safety policies and utilize this training package to its fullest benefit.

Management Responsibilities:

1. The Town Manager will monitor the implementation of the Driver Training Program in order to evaluate the overall program's effectiveness. Regular on-going training will be provide to all employees through use of safety meetings, new employee orientation sessions, special driver training sessions, written materials, and videos. All training will be department specific. Each department will have a Fleet Management Program to follow in a regular and consistent manner. The Fleet Management Program will include all necessary training and information for town employees to thoroughly understand the town's position on safe driving techniques and responsibilities. A copy of each departments program will be kept on file by the Safety Committee.

2. The Safety Committee will review all vehicle accident details and circumstances of each vehicle or equipment accident. A determination will be made as to the "preventability of each occurrence within 30-days of the accident." The Safety Committee is comprised of Supervisors, Office Managers, and the Town Manager with a total of 12 members.

3. All town employees will have a DMV driver's history report generated on them to ensure they have a valid Virginia driver's license before operating any town vehicle. This is required by the town's insurance carrier. This driver's history check will be done on an annual basis by the Town Manager's office and all information will be kept confidential as required by DMV. Any discrepancies will be followed up by the Town Manager.

Driver General Vehicle Use Responsibilities:

1. All town employees operating town vehicles shall attend all scheduled driver training for their department. Drivers MUST attend all scheduled driver training meetings presented by the town, unless absence is approved by the Town Manager prior to the training date.
2. Drivers shall be familiar and will abide by all State and Federal Department of Transportation safety regulations. Regulations will be explained to each new driver with emphasis on those regulations particular to the Town of Smithfield operations.
3. All town employees will use the protective equipment necessary in town vehicles and equipment including but not limited to seatbelts. All operators and all passengers therein shall properly use seat belts. Using the proper safety equipment as per town requirements and State and Federal Requirements will make a different in insurance coverage of accidents and personal injury cases.
4. *No one shall ever* operate a vehicle when there is a known safety defect. Any defects shall be reported immediately. All objects shall be secured inside the vehicle to avoid distractions and "missiles" inside the vehicle.
5. If a vehicle is involved in an accident, the driver's first duty is to call the police, notify their supervisor, and notify the Town Treasurer so the accident can be reported to the town's insurance carrier.

6. All drivers are required to be familiar with and abide by defensive driving concepts.
7. Smoking is not permitted in any town vehicles or while operating town equipment.
8. Texting while driving is forbidden.

## 3.6 Computer, Email, Internet and Cellular Device Usage

(Effective: 12/05/2000; Revised: 05/03/2011)

**OVERVIEW:** The Town of Smithfield is committed to providing a work environment that meets all modern day needs to perform office tasks accordingly. Therefore it is necessary to provide this policy to ensure the Town's image is upheld during any usage of cellular/smart phones, computers, email or the internet.

**SCOPE:** This policy applies to all persons working for and with Smithfield, regardless of employment status.

Internet Usage:

The Town of Smithfield to assist employees in obtaining work-related information and technology provides Internet access to global electronic information resources on the World Wide Web. The following guidelines have been established to help ensure responsible and productive Internet usage. While the internet usage is intended for job related activities, incidental and occasional personal use is permitted, but should be kept to a minimum and at all time a professional persona should be shown in ones work and travel on the web and in all forms of electronic and digital communication.

All internet data that is composed, transmitted, or received via the town's computer or phone system is considered to be part of the official records of the Town of Smithfield and, as such, is subject to disclosure to the Town Manager, your department head, and law enforcement if probable cause is shown. Consequently, employees should always ensure that the business information contained in Internet e-mail messages, texting, electronic posting and other transmissions are accurate, appropriate, ethical, and lawful.

If you are accessing the Internet services provided by the Town of Smithfield it must be understood that these services are the property of the Town of Smithfield. As such, the Town of Smithfield reserves the right to monitor Internet usage and traffic, and retrieve and read data composed, sent, and received through the town's online (wired and wireless) connection/service.

Information received, composed, transmitted and accessed via the Internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person. It is understood that some employees during the course of their work will be forced to enter sites which would be considered a violation of this policy but this limited entry into these sites can be done under the guidance of your department head or his or her designee.

The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited.

**PROVISIONS:**

Abuses of the Town of Smithfield's Internet policy, and or abuses in violation of the law will result in disciplinary action, up to and including termination of employment.

A. Computer and e-mail usage:

In today's work environment it is almost impossible not to encounter some computer and e-mail usage. Having this in mind, the Town of Smithfield provides to most of its employee's computers, computer files, and e-mail. But with the advent of the computer and the World Wide Web it has introduced new and uncharted challenges for the town, which must be addressed, if it is to operate smoothly in this new environment. Because of these new challenges and the extremely sensitive nature of some of the files and actions that can and will be taken in the use of the computer and e-mail system, the Town of Smithfield establishes this computer and e-mail use policy to all its employees.

Computers, computer files, the e-mail system, and all the software furnished to its employees are the property of the Town of Smithfield and are intended for business use only. The town understands that some employees will use their computers and the e-mail system for some personal use but this personal use should be kept to a minimum and at all time a professional persona should be shown in ones work.

E-mail should not be considered personal or confidential.

All employees who are assigned passwords for the use of their computers and the e-mail system shall not share their password with anyone except in emergency situations or as directed by their department head or his designee. All passwords will be kept in a secure place that each department head shall determine and each employee will furnish their passwords for any computer or e-mail system that is owned by the Town of Smithfield to their department head. All passwords relinquished to department heads will be kept secure and confidential.

The Town of Smithfield strives to maintain a workplace free of violence and harassment and sensitive to the diversity of its employees. Accordingly the Town of Smithfield prohibits the use of their computers and the e-mail system in ways that are disruptive, offensive to others, or harmful to morale. Examples of this include but are not limited to, the display or transmission of sexually explicit images, messages, and cartoons. Other such misuses include, but are not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

The e-mail system and all forms of electronic and voice communication shall not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters.

B. Policy Compliance:

To ensure compliance with this policy, the Town Manager and or his or her department head may monitor computers and e-mail if they find probable cause to believe that it is necessary. All violations of this policy will be subject to disciplinary action, which may include termination of one’s employment.

## 3.7 Smoking Policy

(Effective 07/01/1997; Revised: 07/01/2003)

**OVERVIEW:** In keeping with Smithfield's intent to provide a safe and healthy work environment, smoking in the workplace will be limited to designated exterior areas. This policy defines the parameters of smoking areas and attempts to strike a reasonable balance between the needs of smokers and nonsmokers.

**SCOPE:** This policy applies to all employees, customers, and visitors to Town facilities.

**Designated Smoking Areas:**
Smoking in the work place is limited to those areas which have specifically been designated as exterior smoking areas.

**Decisions/Resolving Conflicting Interests:**
In situations where the preferences of smokers and nonsmokers are in direct conflict, the Town Manager will have the final decision regarding the designation of smoking areas.

## 3.8 Drug Free Work Place

**(**Effective 07/01/1997; Revised: 07/01/2003, 07/01/2017)

**Objective:** The Town of Smithfield has a longstanding commitment to provide a safe and productive work environment. Alcohol and drug abuse pose a threat to the health and safety of employees and to the security of our equipment and facilities. This policy outlines the practice and procedure designed to correct instances of identified alcohol and/or drug use in the workplace.

**Scope:** This policy applies to all employees and all applicants for employment with the Town. This policy is not intended to restrict the legal sale, use or consumption at the Smithfield Center, which is a Town-owned property.

***Employee Assistance and Drug-Free Awareness***
Illegal drug use and alcohol misuse have a number of adverse health and safety consequences. Information about those consequences and sources of help for drug/alcohol problems is available through the Town's Employee Assistance Program (EAP). More information may be obtained from the Human Resources department.

The Town will assist and support employees who voluntarily seek help for such problems before becoming subject to discipline and/or termination of employment under this or other policies. Such employees may be allowed to use accrued paid time off, be placed on leaves of absence, referred to treatment providers and otherwise accommodated as required by law. Such employees may be required to document that they are successfully following prescribed treatment and to take and pass follow-up tests if they hold a job that is safety sensitive or that requires driving or if they have violated this policy previously.

Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. This policy does not prohibit employees from the lawful use or possession of prescribed medications. Employees must, however, consult with their physicians about the medications' side effects on their fitness for duty and ability to work safely and promptly disclose any work restrictions to their supervisor. Employees should not, however, disclose underlying medical conditions unless directed to do so.

***Work Rules***

The following work rules apply to all employees:

- Whenever employees are working, are operating any Town vehicle, or are conducting related work off-site, they are prohibited from:
    - Using, selling, possessing, buying, manufacturing or dispensing an illegal drug (to include possession of drug paraphernalia)
    - Being under the influence of alcohol or illegal drugs as defined by this policy.
- The presence of any detectable amount of any illegal drug or illegal controlled substance in an employee's body while performing Town business is prohibited.
- The town will not allow any employee to perform their duties while taking prescribed drugs that are adversely affecting the employee's ability to safely and effectively perform their job duties. Employees taking a prescribed medication must carry it in the container labeled by a licensed pharmacist or be prepared to produce it if asked.
- Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

***Required Testing***

The Town retains the right to require the following tests:

- **Pre-Employment**: All applicants must pass a drug test before beginning work after receiving an offer of employment. Refusal to submit to testing will result in disqualification of further employment consideration.
- **Reasonable Suspicion**: Employees are subject to testing based on observations by a supervisor of apparent workplace use, possession or impairment. The supervisor is required to document these observations and notify Human Resources as quickly as possible. Human Resources will send the employee for reasonable suspicion testing, if appropriate.
- **Post-Accident:** Employees are subject to testing when they cause or contribute to accidents that seriously damage a Town vehicle, machinery, equipment or property and/or result in an injury to themselves or to another individual requiring off-site medical attention. Employees will not be subject to such testing where the likelihood that drug or alcohol impairment contributed to the incident is low.
- **Random Testing for Designated Positions**: Some positions may require random testing of employees based upon the safety issues inherent in the nature of work. Positions which may require random testing include those which involve frequent operation of any heavy equipment, or a Town-owned vehicle, positions which are high risk or public safety factors, etc. In such situations, testing schedules and selection are random.
- **Follow-Up:** Employees who have tested positive, or otherwise violated this policy, are subject to discipline up to and including termination of employment. Depending on the circumstances and the employee's work history/record, the Town may offer an employee who violates this policy or tests positive the opportunity to return to work on a last-chance basis pursuant to mutually

agreed upon terms, which could include follow-up drug testing at times and frequencies for a minimum of one (1) year but not more than two (2) years. If the employee does not complete his/her rehabilitation program or tests positive after completing the rehabilitation program, he/she will be subject to immediate termination of employment.

Further, consistent with the 1991 Omnibus Transportation employees Testing Act, the Town of Smithfield is required to implement drug and alcohol testing programs for workers who hold a "Safety Sensitive" position. These positions include holders of Commercial Drivers' Licenses (CDLs) who operate a commercial motor vehicle with a gross weight of 26,001 pounds or more.
Safety Sensitive positions must not:

- Use or possess alcohol or any illicit drug while on duty;
- Report for duty or remain on duty if they are under the influence or impaired by alcohol, have a blood alcohol concentration (BAC) of .04 or greater, or have used any illicit drug;
- Have used alcohol within four (4) hours of reporting for duty;
- Report for duty or remain on duty when using any controlled substance (unless pursuant to an authorized medical practitioner);
- Refuse to submit to any test for alcohol or controlled substances; or
- Taint or substitute their specimen during the testing process.

By doing any of the above, the employee will be considered to have failed the test. For a copy of the entire Drug and Alcohol Testing Program for Safety Sensitive Positions, please see the Human Resources Department.

***Consequences***
Applicants who refuse to cooperate in a drug test or who test positive will not be hired. Employees who refuse to cooperate in the required tests or who use, possess, buy, sell, manufacture or dispense an illegal drug in violation of this policy will be terminated. The first time an Employee tests positive for alcohol or illegal drug use under this policy, the result will be disciplinary action up to and including termination of employment.

Employees will be paid for the time spent in alcohol/drug testing and then suspended pending the results of the drug/alcohol test. After the results of the tests are received, a date/time will be scheduled to discuss the results of the test. This meeting will include the Town Manager and the Human Resources Director. Should the results prove to be negative, the employee will receive back pay for the times/days of suspension.

***Confidentiality***
Information and records relating to positive test results, drug and alcohol dependencies and legitimate medical explanations provided to the medical review officer (MRO) shall be kept confidential to the extent required by law and maintained in secure files separate from personnel files.

***Inspections***
The Town reserves the right to inspect all portions of its premises for drugs, alcohol or contraband. All employees, contractors and visitors may be asked to cooperate in inspections of their persons, work areas and property that might conceal a drug, alcohol or other contraband. Employees who possess such or refuse to cooperate in such inspections are subject to appropriate discipline up to and including termination of employment.

***Convictions Involving Drugs and/or Alcohol***
Employees are required to inform the Human Resources Director if convicted of a criminal drug or alcohol violation no later than five (5) days after such a conviction.

## 3.9 Dress and Personal Appearance

(Effective: 07/01/1997)

All employees are expected to maintain a clean and neat appearance and to dress according to the requirements of their positions. Those employees issued a uniform must wear the uniform.

## 3.10 Employment/Personnel Files

(Effective: 07/01/1997; Revised: 07/01/2017)

**OVERVIEW:** This policy defines the Town's policy regarding personnel files and the commitment to confidentiality.

**SCOPE:** This policy applies to all records and files maintained on Town employees and personnel activities.

The Town of Smithfield maintains a personnel file on each employee. Records maintained by the Town may include, but are not limited to, employment history, wage data, performance evaluations, disciplinary actions, and other information as required by law or Town policy. Benefits and medical data are maintained separately.

Personnel files are the property of the Town. Access to the information in personnel files is restricted. Generally, only an employee's supervisor, Department Head and the Town Manager who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact the Human Resources office. With reasonable advance notice, employees may review their own personnel files in Town Offices and in the presence of the Human Resources Director or the Town Manager.

Employees are responsible for notifying Human Resources regarding any necessary updates to their employment records such as telephone number, home address, emergency contacts, educational accomplishments, etc. For name changes, employees must submit a signed Social Security Card reflecting the new name to the Human Resources Department.

Personnel files of inactive employees are also retained by the Town and the same standards of confidentiality apply.

Any questions pertaining to the release of information regarding an individual employee or group of employees requested by a citizen or by the press will be referred to the Town Manager to determine whether the requested information must be released according to the Freedom of Information Act.

## 3.11 Social Media – Acceptable Use

(Effective: 07/01/2017)

**Objective:** To provide Town employees with a policy and set of guidelines for appropriate online conduct.

**Scope:** This policy applies to all Town employees.

Just as the internet has changed our world forever, social media has changed the way people communicate. The Town views social media and networking sites as powerful tools to strengthen our brand and to further your personal reputations as subject matter experts.

Social media can take many different forms, including internet forums, blogs & microblogs, online profiles, wikis, podcasts, pictures and video, email, instant messaging, music-sharing, and voice over IP, to name just a few. Examples of social media applications are LinkedIn, Facebook, MySpace, Wikipedia, YouTube, Twitter, Yelp, Flickr, Second Life, Yahoo groups, Wordpress, ZoomInfo – the list is endless.

When you are participating in social networking, you are representing both yourselves personally and The Town. It is not our intention to restrict your ability to have an online presence and to mandate what you can and cannot say. We believe social networking is a very valuable tool and continue to advocate the responsible involvement of all Town employees in this space. While we encourage this online collaboration, we would like to provide you with a policy and set of guidelines for appropriate online conduct and to avoid the misuse of this communication medium.

Employees are forbidden from using social networks to post or display comments about co-workers, leadership or the Town that are vulgar, obscene, threatening, harassing, or a violation of our policies on discrimination or harassment.

Additionally, employees may not use social media networks to disclose confidential information about clients, customers, vendors or other business partners. When appropriate, Employees should disclose their relationship with the Town in their online posts and refrain from speaking on behalf of the Town when not authorized. This includes providing references or referrals for other employees or non-employees based on a work relationship that exists due to employment within the organization.

Employees should keep in mind that they are personally responsible for what they post online and be mindful that what they say will be available publicly for a long time.

Social media use is subject to the same workplace policies employees must follow in other situations, including, but not limited to the Town's policies regarding harassment, discrimination, defamation, confidentiality and general internet and computer use. Nothing in this policy should be construed as preventing employees from exercising their rights under the National Labor Relations Act.

## 3.12 Solicitation at Work

(Effective: 07/01/1997; Revised: 07/01/2003, 07/01/2017)

**Objective:** This policy defines the Town's expectations regarding solicitation on Town property or during work hours.

**Scope:** This policy applies to all Town employees.

The Town of Smithfield prohibits the solicitation, distribution and posting of materials on or at Town property by any employee or non-employee, except as may be permitted by this policy. The sole exceptions to this policy are charitable and community activities supported by the Town.

Provisions:

- Employees may not solicit other employees during work times, except in connection with a Town approved or sponsored event.
- Employees may not distribute literature of any kind during work times or in any work area at any time except in connection with a Town-sponsored event.
- The posting of materials or electronic announcements are permitted with approval from Human Resources.

Violations of this policy should be reported to Human Resources.

## 3.13 Corrective Action Policy

(Effective: 07/01/2017)

**Objective**: This policy describes the corrective action process used in order to attempt to close gaps in job performance and/or misconduct.

**Scope:** This policy applies to all Town employees.

Every employee has the duty and responsibility to be aware of and abide by existing rules and policies. Employees also have the responsibility to perform his/her duties to the best of his/her ability and to the standards set forth in his/her job description or as otherwise established.

The Town supports the use of progressive corrective action to address issues such as poor performance or misconduct. Our progressive corrective action policy is designed to provide a corrective process to improve and prevent a recurrence of undesirable behavior and/or performance issues.

Outlined below are the steps of our corrective action policy and procedure. The Town reserves the right to combine or skip steps in this process depending upon the facts of each situation and the nature of the offense. The level of corrective intervention may also vary. Some of the factors that may be considered are whether the offense is repeated despite coaching, counseling and/or training; the employee's work record; and the impact the conduct and/or performance issues have on the organization.

The following outlines the Town's progressive corrective action process:

- **Informal Coaching**: This is an informal step in the corrective action process. A supervisor verbally counsels an employee about an issue of concern. A memo is placed in the employee's personnel file to document the discussion and for future reference.
- **Verbal Warning**: Used as a formal step to address performance and/or behavior should informal coaching be unsuccessful. Verbal Warnings are placed in an employee's personnel file.
- **Written Warning:** Used as a formal step for behavior or violations that are considered serious or in situations when an informal coaching or previous warnings have not helped change the unacceptable behavior/performance. Written warnings are placed in an employee's personnel file. Employees should recognize the grave nature of a written warning.
- **Final Written Warning**: Used as a formal step for violations that are considered very serious or when a formal written warning has not helped to change the unacceptable behavior/performance. Final Warnings are placed in an employee's personnel file. Employees should recognize the grave nature of a final warning.
- **Suspension:** Imposing a separation from service on an employee. Suspensions may be imposed as a means of disciplining the employee in situations where the infraction is not serious enough to warrant dismissal. Suspensions under these circumstances and are limited to up to 30 days and are unpaid absences.
  Suspensions may also be imposed as a means of removing the employee from the workplace while an investigating into an alleged infraction is conducted. Suspensions pending investigation are not limited to 30 days. They may be imposed until the investigation is complete. Whether the employee is found guilty of the alleged violation determines whether the suspended time off is compensated.

  During an unpaid suspension, an employee does not accrue vacation or sick leave.

  Documentation of any suspension is placed in an employee's personnel file.

- **Termination**: If an employee fails to meet the Town's standards after disciplinary action has been taken, or if the Town determines that the deficiencies in work performance, work habits or behavior are so severe that the above steps are not appropriate, termination of employment may result. In addition, some conduct may be so highly inappropriate that immediate termination of employment is necessary, without any prior discipline. The following list includes some examples of the actions that may cause an employee to be subject to immediate termination. Such conduct includes, but is not limited to:
  - Violation of the Town's Code of Conduct Policy
  - Gross misconduct
  - Violation of the Substance Use & Abuse Policy
  - Falsification of Town documents (including, but not limited to time records, employment application or expense reports)
  - Violation of the Equal Employment Opportunity & Anti-Harassment Policy
  - Damaging, defacing or misusing Town property or the property of others
  - Misappropriation or theft of Town property or the property of others
  - Illegal activity on or off Town premises
  - Acts of violence or disorderly conduct

- Unauthorized possession of firearms or other weapons on Town property or while on Town business
- Gross insubordination; refusing to follow reasonable and direct instruction
- Threatening or intimidating an employee, vendor, contractor, customer or any business associate of the Town
- Violation of trust – the Town determines that based on one or several overall factors, it no longer trusts the employee's judgement or ability to successfully perform his or her job
- Failure to accept responsibility for performance or behavior deficiencies
- Failure to cooperate during an internal or external investigation or providing false information during an internal or external investigation
- Carelessness, neglect or abuse resulting in damage to equipment
- Use of threatening or abusive language toward another employee, customer, vendor, contractor or other business affiliate of the Town
- Any act of dishonesty

Employee will receive written notification of any formal corrective action, suspension or separation. The written notification will identify the reason, effective date(s), and compensatory ramifications and will state the employee's right to grieve the action.

Employees are expected to cooperate fully and to participate in any investigation of alleged poor performance or misconduct. This includes any investigation involving the employee. Failure to cooperate in an investigation may result in disciplinary action, up to and including termination of employment.

Any formal step in the corrective action process requires approval by the Human Resources department.

Employees may challenge corrective actions through the use of the Employee Grievance Procedure. (See Appendix A)

# Section 4.0 Compensation

## 4.1 Classification Plan and Salary Structure

(Effective: 07/01/1997; Revised: 12/01/1998, 07/06/1999, 09/07/1999, 07/05/2000, 10/03/2000, 07/05/2001, 06/28/2004, 06/27/2005, 08/02/2005, 06/26/2006, 06/25/2007, 08/04/2009, 07/06/2010, 05/03/2011, 07/01/2017)

**OVERVIEW:** This policy describes the framework of the Town's compensation structure.

**SCOPE:** This policy applies to all classified Town positions, both full and part time.

The Town of Smithfield's compensation plan is based upon the budget adopted by Town Council and constitutes the Town's pay grades for positions and job titles for the ensuing fiscal year and thereafter until a new plan is adopted.

**Structure:**
For the purpose of establishing a salary structure for Town jobs, groups of positions performing comparable types and levels of work are grouped together to form classifications.

A classification describes work performed in general terms, and the knowledge, skills and abilities needed to perform the work.

Each classification is assigned a salary range with an identified minimum, midpoint, and maximum salary. The assigned salary range is referred to as the class's salary grade. The salary grade assigned to a class is determined by the work performed by the class, the competitive salary market for similar types of work, the internal alignment of classes and the financial resources of the Town.

Every new position established for the Town is assigned to a classification. The position's classification dictates the salary grade and range of the position.

**Establishing New Classes and Grades:**
The Town Manager may recommend the establishment of new classifications and the reassignment of a salary grade (re-grade) to an existing classification, contingent upon Council approval.

**Salary Structure Adjustment:**
On an annual basis, coinciding with the Town budget process, the salary ranges assigned to all classifications will be reviewed by the Town Council. The Town Council, upon recommendation of the Town Manager and Human Resources department, will determine if the salary ranges need to be adjusted in response to the competitive market, cost of living or the financial condition of the Town. Furthermore, the Town Council will determine the funding to be available each year for implementation of the established merit pay system. The Town Manager may grant a one-time bonus to an employee to recognize superior service to the Town.

Any increases, decreases or other structure adjustments (such as tenure) are recommended as part of the proposed annual budget. Adoption of the annual budget serves as the approval of the salary structure amendments.

**Copy of the Current Plan:**
A copy of the Town's pay plan is attached. This plan has been revised according to the approved Town Council Ordinances as noted. (See Appendix B)

## 4.2 Starting Pay

(Effective 07/01/1997; Revised 07/01/2003, 07/01/2017)

**OVERVIEW:** This policy defines how the pay rate is determined for new employees.

**SCOPE:** All new employees are hired into a classified position.

New employees will be paid at least the minimum of the grade in which the job is classified. In some cases, new employees may have qualifications that substantially exceed the minimum qualifications in either education, experience or both. In these circumstances, the new employee may be hired at an appropriate level between the minimum and midpoint of the pay grade with the approval of the Human Resources department.

New employees hired above the mid-point will be rare and will be based on exceptional qualifications and experience. Such situations require the approval of the Town Manager. Factors for consideration when determining starting pay above the mid-point are market rate, increased value to the organization and internal equity.

## 4.3 Position Reclassification and Salary Actions

(Effective 07/01/1997; Revised 07/01/2003, 07/01/2017)

**OVERVIEW:** This policy identifies the salary actions that can occur as a result of an employee being moved from one class to another (reclassification).

Note - This policy does not address situations where an employee moves from one position to another. See policies pertaining to lateral transfers, promotions and demotions.

**SCOPE:** This policy applies to all classified positions.

**Reclassification:**

Each position is classified based on its function, responsibility and other elements of job content. When a position's duties and responsibilities change significantly, the position will be analyzed to determine if it remains appropriately classified or if it should be moved to another class (reclassified). This is not a promotion or a demotion

**Effect on salary:**
When a position is reclassified, the new class will have an equal, higher or lower salary grade.

When a position moves from one class to a class with an equal salary grade, the employee's salary is not affected.

When a position moves to a class with a higher salary grade, the employee's salary will be adjusted at a minimum of five percent (5%) or be brought up to their new grade minimum (whichever is greater) so that the internal equity of the salaries within the classification can be preserved.

When an employee's position is reclassified to a lower grade and his/her present salary is above the maximum for the grade, the employee shall be permitted to continue at his/her present rate; however, the employee will not be entitled to any salary increase unless salary grade adjustments allow for an increase within the new grade.

## 4.4 Lateral Transfers

(Effective 07/01/1997)

**OVERVIEW:** This policy defines the parameters of an employee moving from one Town position to another position at the same salary grade.

**SCOPE:** This policy applies to all regular, part time and full time employees.

Lateral transfers involve the movement of an employee from one position to another position of the same salary grade.

Management may initiate the lateral transfer of an employee in response to the organizations business needs. If an employee refuses a lateral transfer, he or she may be subject to layoff depending upon the circumstances surrounding the lateral transfer.

Employees, who have successfully completed their probationary period, may initiate a lateral transfer by expressing interest in a vacant position which is equal to their current position's salary grade. When management is ready to fill the position, the employee's qualifications are reviewed and if the employee is qualified for the vacant position, the hiring manager may transfer the employee into the job without having to employ the formal recruitment and selection process.

There shall be no change in salary as the result of a lateral transfer.

## 4.5 Promotions

(Effective 07/01/1997; Revised 07/01/2003, 07/01/2017)

**OVERVIEW:** A promotion is defined as an employee competing for and being selected for a position in a classification with a higher salary range. This policy describes the salary actions associated with a promotion.

**SCOPE:** This policy applies to all classified positions.

All promotions must be competitively recruited for, unless specifically exempted by the Town Manager.

A promotion is defined as the graduation to a job with increased duties and responsibilities. A promotion shall be accompanied by an increase in compensation.

When an employee has been in their current position for a minimum of six (6) months [eighteen (18) months for Police Officers] and is in good standing with no active disciplinary actions, they may apply for another vacancy within the Town. Should an employee be promoted to a position in a higher grade, his/her salary shall be increased to the minimum of the grade or 10%, whichever is greater.

Any additional salary increase above the minimum required requires approval of the Town Manager in instances of extenuating circumstances.

## 4.6 Demotions

(Effective 07/01/1997; Revised 07/01/2003, 07/01/2017)

**OVERVIEW:** A demotion is a type of action that lowers the job grade of an employee of the Town. This policy describes the salary actions associated with employee demotions.

**SCOPE:** This policy applies to all classified positions.

A. <u>Circumstances of the Demotion:</u>

Demotions can occur as a result of several work situations:

1. A voluntary demotion is the result when an employee goes from one position in a higher grade level to one that is a lower grade level as a result of a competitive process. An employee should wait until he/she has successfully completed the probationary period before applying for another job within the Town.

2. A demotion may occur in lieu of an employee being laid off.

3. An involuntary demotion is the result when an employee goes from one position in a higher grade level to one that is a lower grade level as a result of disciplinary action.

B. <u>Salary Actions for Demotions</u>:

Whether or not an employee's salary is decreased as a result of a demotion will depend upon the nature of the demotion and the employee's current salary rate.

When an employee is demoted, he/she will be paid at a rate which is within the range of the lower position. The rate of salary reduction shall be five percent (5%) per grade level; however, his/her salary should not be reduced below the new grade minimum. If the employee's resulting salary is above the maximum of the new salary grade, the employee shall be placed at the maximum of the new salary grade.

The Town Manager may grant an exception to the salary decrease requirements when the pay grade reduction is in support of organizational objectives and is not the result of a disciplinary action, provided the employee's salary does not exceed the maximum of the assigned pay range.

## 4.7 Payment of Wages

(Effective 07/01/2017)

**Overview:** This policy describes the basis and frequency of the payment of wages to employees of the Town.

**Scope:** This policy applies to all Town employees.

Wages and salaries at the Town are based on proven performance, skills, experience, current market value of the position, and internal equity within the Town. Employees are paid on a bi-weekly basis every other Friday. On each pay date employees will have access to an electronic statement showing gross pay, deductions and net pay.

Automatic, voluntary deductions in addition to mandatory deductions such as federal, state, and local taxes may be arranged through the Human Resources or Payroll department. These deductions may include additional tax withholdings, insurance premium payments, and retirement contributions.

For your convenience, we offer the option of having your paycheck automatically deposited to your account at your bank. Alternatively, we offer a pay card; however there are fees attached to this option. Please contact the Payroll Department for more information.

## 4.8 Time Reporting

(Effective 07/01/2017)

**Overview:** This policy describes the manner in which time sheets should be submitted to the payroll department for processing.

**Scope:** This policy applies to all non-exempt Town employees, and exempt Town employees, as applicable.

Federal and state laws require the Town to keep accurate records of time worked to calculate an employee's pay, tax withholdings and benefits and to report income earned to taxing authorities.

For time recording purposes, the payroll period is defined as work performed from 12:00 A.M. Sunday to 11:59 P.M. Saturday. Overtime is defined as hours worked by a non-exempt employee in excess of forty (40) hours in a workweek. Overtime must always be approved in advance by the employee's supervisor.

It is each employee's responsibility to submit their complete record of time worked (timesheet) to their supervisor on a timely basis. This includes all absences. Supervisors are responsible for reviewing and approving these records prior to submitting them to payroll for processing. If corrections or modifications to the time sheet are made, both the employee and the supervisor must verify the accuracy of the changes and sign the revised time sheet. All timesheets should be submitted to payroll on a timely basis (by 12:00 p.m. on Monday of payroll processing weeks) in order to not impede the transmission of payroll.

Because time records are legal documents, employees should always ensure that their time is recorded accurately. Altering, falsifying, or otherwise tampering with time records may result in disciplinary action, up to and including termination of employment.

## 4.9 Overtime

(Effective: 07/01/1997, Revised: 05/03/2011, 07/01/2012, 07/01/2017)

**OVERVIEW:** The Town is committed to complying with the provisions of the Fair Labor Standards Act (FLSA). This policy defines the Town's compensation practices regarding overtime as dictated by the FLSA.

**SCOPE:** This policy applies to all positions within Smithfield Government.

All Town positions are identified as either exempt or nonexempt under the FLSA.

Exemption status is determined by the duties and responsibilities of each individual position and the application of the FLSA exemption test criteria for Administrative, Professional, Executive or Outside Sales exemption categories.

Non-exempt employees who exceed forty (40) hours of worked time in a workweek will be paid time and one half (1 ½) times their regular rate of pay. Paid leave such as vacation and sick time does not count towards hours worked; however holiday time is counted towards hours worked and therefore, does count towards overtime.

Hours worked include:

1. All hours which an employee is required or permitted to be performing job related tasks, even if the employee is performing the work during a designated meal break.

2. All hours that an employee is required to be on duty on Town premises or at a prescribed work place.

3. Time spent traveling in a capacity which is not considered normal home-to-work travel.

Such travel time includes:

a. Traveling to a work site in another city for a special one day assignment.

b. Travel which is part of the principal activity of an employee's job during the work day. For example: travel between job sites.

c. Travel which requires the employee to be away from home overnight. When away from the home communities, hours worked are calculated by using a comparison to the typical start and finish times of a regular work day.

Overtime work for non-exempt employees may be authorized when peak workloads or emergencies or other unusual work demands require employees to work beyond their normally scheduled work hours.

Overtime work shall not be performed at the discretion of the non-exempt employee. It must be a requested, pre-approved response to unusual work demands. Department heads have the authority to approve overtime.

## 4.10 On-Call Pay

(Effective: 07/01/2003, Revised: 07/01/2017)

**OVERVIEW:** The intent of this policy is to provide employees with monetary compensation for being placed on-call duty during hours outside of the regular business day. While on-call the employee must remain accessible and be able to respond within a set time frame determined by each department supervisor.

**SCOPE:** This policy is for all full time public works employees, and may affect other departments as per the Town Manager's discretion.

Public Works/Utilities departments are on a different work schedule than administrative staff, but do receive a paid break. On Call pay will be received by the employee available for after hour services with the following guidelines:

- A rotation list for the department will be prepared by the department supervisor.
- The on-call employee will receive 8 hours straight time pay even if he/she is not called out.
- If the employee is called out he/she will be paid at the rate of one and one-half (1 ½) times their regular rate of pay for any hours worked over forty (40) hours in a workweek.
- The on-call employee must be able to respond to a call within 20 minutes of receipt of the call. On-call employees are expected to answer all calls.
- On-call time cannot be taken as compensatory time.

- Due to the complexity of scheduling, on-call pay **may** apply to the police department in special circumstances to be determined by the Town Manager when an employee's off duty movement is restricted.

## 4.10 Compensatory Time

(Effective: 07/01/1997; Revised: 07/01/2003, 05/03/2011, 06/24/2013, 7/01/2007)

**OVERVIEW:** It is the intent of the Town to monetarily compensate non-exempt employees for time worked. Compensatory time taken must have supervisor approval and cannot impose an undue hardship on the department operations.

**SCOPE:** This policy applies to all employees.

**Earning Compensatory Time:**

Compensatory time is earned when an employee is required to work unscheduled hours during times which he/she would normally be off.

**Nonexempt employees:**

Compensatory time is earned on an hour for hour basis equal to the unscheduled hours worked when less than 40 hours.

When a non-exempt employee works over 40 hours in a workweek, he/she must be compensated at a rate of one and half times their regular rate of pay. Compensatory time off in lieu of payment for overtime cannot be a mandatory requirement; it must be agreed upon by the non-exempt employee. The employee must request it as overtime pay during the same pay period when it is earned. Compensatory time for any hours worked over 40 must be provided at 1.5 hours per hour worked over 40.

Use of compensatory time off must be approved by your immediate supervisor and must be taken prior to using vacation leave or sick leave. Unused compensatory time will carry over from one fiscal year to the next. Compensatory hours may not exceed 80 hours. Beyond 80 hours, all overtime worked will be paid as wages at the rate of one-and-one half the employee's normal hourly rate, until such time as the compensatory hours available are reduced below 80 hours. Employees will receive full payment for accrued compensatory leave upon separation from the Town. All compensatory time shall be in accordance with state and federal requirements. Payments of compensatory time upon termination of employment shall be in accordance with state and federal requirements.

**Exempt Employees:**

On a pre-approved basis, exempt employees may be granted hour for hour compensatory leave to compensate for work performed on a holiday, scheduled day off, or other unusual circumstances.

The Town Manager and department supervisors have authority to approve compensatory time off.

## 4.11 Holiday Pay

(Effective: 07/01/2017)

**OVERVIEW:** This policy defines the payment of Town recognized Holidays

**SCOPE:** This policy applies to all regular full- time employees.

All full-time employees are eligible for holiday pay equivalent to their regularly scheduled work day for each holiday. For example, employees that are scheduled to work an 8 hour day will receive 8 hours of holiday pay. Employees that are scheduled to work a 10 hour day will receive 10 hours of holiday pay.

To receive holiday pay, an employee must work or be on approved paid leave status for the workday before and after the holiday.

If a designated holiday falls on a Saturday, it shall be observed on the preceding Friday. If the holiday falls on a Sunday, it shall be observed on the following Monday.

Non-exempt employees who are required to work a holiday, will receive the appropriate hours of holiday pay and be paid for the actual hours worked on the holiday. Any hours worked above 40 in one work week are compensated at one and a half times the employee's hourly rate. Holiday pay is counted as hours worked for the purpose of determining overtime.

On a pre-approved basis, exempt employees who are required to work on the holiday will receive compensatory leave for actual hours worked. Approval is granted by the Town Manager.

## 4.11 Travel Expense Reimbursement

(Effective: 07/01/1997; Revised 07/01/2003, 09/04/2007, 07/01/2017)

**OVERVIEW:** This policy defines the provisions of travel reimbursement. It is the intent that the Town will not burden employees with the additional expense of job-related travel. Therefore, all authorized reasonable travel expenditures will be paid or reimbursed by the town.

**SCOPE:** This policy applies to all regular full and part time employees.

**Covered Expenses**:
All reasonable meal, (excluding alcohol), mileage and lodging accommodation costs associated with work related travel. Personal expenses of the employee or any immediate family member will not be paid or reimbursed by the town.

**Official Town Travel:**
Travel on Town business includes trips within or outside the Town to conferences, conventions, workshops, seminars, educational and training courses, and other Town related business meetings or purposes.

**Transportation:**
Transportation to and from approved conferences, business meetings, seminars, official town business shall be by use of a town vehicle when available.

If a town vehicle is not available for use a private vehicle may be used and a form submitted to the approving supervisor or Town Manager with the private vehicles mileage listed at the beginning of the trip and at the conclusion. Mileage reimbursement will be set by the Town Manager, not to exceed the current rate as set by the Internal Revenue Service. When a private vehicle is used for transportation, expenses such as parking and traffic fines, and the cost of towing and repairs will not be reimbursed.

Transportation related fees such as tolls and parking are reimbursable with proper receipts.

**Meals:**
While traveling on authorized out of town business, reimbursement is permitted for a maximum of three meals per day. The per diem amount allowable is the consistent with the current Virginia State GSA guidelines. Alcoholic beverages will not be reimbursed. Employees are required to submit receipts for meals that accompany the travel reimbursement request, even if charged to a Town credit card.
If travel includes less than three (3) meals per day, that allowable per diem amount, including tip, will be consistent with the applicable meal per the current Virginia State GSA guidelines. Meals in excess of per diem amounts will be reimbursed only in exceptional situations and depending on cost variations in other metropolitan areas. All exceptions must be approved by the Town Manager.

Reimbursement for certain group-related business meals is permitted. The meal must be conducted in a setting considered appropriate for business, be business related, and of reasonable cost. The actual expenses must be supported by receipts retained and submitted with the travel payment request. Additionally, the date, amount, place and nature of the business conducted should be documented on the travel payment request sheet.

**Prior Authorization for Certain Travel:**
Town employees who travel multiple days, or at least two (2) hours, or one hundred miles from the Town offices or work stations must receive prior authorization, except in emergency situations, expressly approved by the Town Manager or his designee. Supervisors and Department Heads are authorized to approve employee travel and projected expenses and should notify the Town Manager when an employee's travel is multiple days, or at least two hours, or one hundred miles from the Town offices or work station. Appropriate documentation for all such travel may include conference meeting agenda, registration information, or other information acceptable to the Town Manager and / or department head authorizing such travel.

**Reimbursement Procedures:**

Employees must supply supporting documentation such as receipts or paid bills for **all items** for which reimbursement is being sought.

# Section 5.0 Benefits

## 5.1 Group Benefits

(Effective: 07/01/2017)

**OVERVIEW:** This policy provides an overview of the employee eligibility

**SCOPE:** This policy applies to all employees working at least thirty (30) hours per week.

All regular full-time employees scheduled to work at least thirty (30) hours per week are eligible for group insurance benefits the first of the month following their first day of continuous employment.

The following Group Benefits are currently offered to eligible employees:

- Health Insurance (including Vision benefits)
- Dental Insurance
- Supplemental Coverage options through AFLAC

For more comprehensive information regarding these benefits, please refer to the respective Summary Plan Descriptions or contact the Human Resources Department.

Upon separation of employment from the Town, under qualifying circumstances, an employee may elect to continue coverage under the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). If elected, the employee must pay the full cost of the monthly insurance premium plus a 2% administrative fee.

## 5.2 Holidays

(Effective: 07/01/1997; Revised 02/06/2001, 07/01/2008, 07/01/2017)

**Overview:** As a benefit to the employees, the Town provides compensated leave in the recognition of designated holidays.

**Scope:** This policy applies to all regular, full-time employees and under certain circumstances, part-time employees.

The Town observes the following days as paid holidays:

- New Year's Day — First of January
- Lee/Jackson Day — Friday preceding 3rd Monday in January
- King Day — Third Monday in January
- Memorial Day — Last Monday in May
- Independence Day — Fourth day of July
- Labor Day — First Monday in September
- Columbus Day — Second Monday in October
- Veteran's Day — Eleventh day on November

- Thanksgiving (2 days) — Fourth Thursday & Friday in November
- Christmas — Twenty Fifth of December

If the holiday falls on a Saturday, it shall be observed on the preceding Friday. If the holiday falls on a Sunday, it shall be observed on the following Monday.

To receive holiday pay, an employee must work the days before and after the holiday unless leave time was approved in advance.

See the Holiday Pay Policy for additional information regarding payment of holidays.

## 5.3 Service Awards

(Effective: 07/01/1997; Revised: 07/01/2003, 05/03/2011, 07/01/2017)

**Objective:** The intent of this policy is to provide the formal recognition of extended employee service in Town Government.

**Scope**: This policy applies to all regular full and part time employees.

The Town realizes the value of having a long-term and dedicated work force. In recognition of the value of the effort, time, and ability of Town employees, the Town has established a system of acknowledging and rewarding employees for their years of service to the Town.

All employees shall be recognized and rewarded for their years of service with the Town of Smithfield in accordance with the following schedule:

- One (1) Year of Service – Certificate of appreciation
- Five (5) Years of Service – Certificate of appreciation and $50 one time cash award*
- Ten (10) Years of Service – Certificate of appreciation and $100 one time case award*
- Fifteen (15) Years of Service – Certificate of appreciation and $150 cash award*
- Twenty (20) Years of Service – Certificate of appreciation and $200 cash award*
- Twenty Five (25) Years of Service – Certificate of appreciation and $250 cash award*
- Thirty (30) Years of Service – Certificate of appreciation and $300 one time cash award*

*All cash awards are subject to applicable taxes.

## 5.4 Educational Assistance

(Effective: 07/01/1997; Revised: 07/01/2003, 05/03/2011, 07/01/2017)

**Objective:** To encourage the professional development of employees. This policy identifies the circumstances under which an employee may receive educational assistance for work-related courses or programs.

**Scope:** This policy applies to all regular full-time employees.

It is the intention of the Town to develop and extend the skills of the Town's workforce. It is the desire of the Town to encourage employees to enroll in courses that will lead to their professional growth, expansion of skills, and increased competence. These courses may be to gain knowledge, receive certifications or credits towards degree programs.

Regular Full-Time employees of the Town who have successfully completed their initial probationary period are eligible for educational assistance. Approval is dependent upon the relevancy of the course and/or availability of funds.

Coursework must be directly related to the assignment or growth of the employee and must be approved by the Department Head prior to submission to Human Resources for approval. Final approval must be granted by the Town Treasurer prior to enrollment in order to ensure that funds are available.

On a case by case basis, the Town Manager may authorize the reimbursement of additional expenses (such as tuition) for education or training that the Town needs or requires the employee to obtain. Upon completion of the class, the employee is responsible for providing the Human Resources department a copy of the transcript or other document verifying successful completion of the course. A failure to successfully complete the course, or any grade below a "C" will require the employee to reimburse the Town all expenses related to the class.

An employee who terminates employment, either voluntarily or involuntarily, within two (2) years of receiving educational assistance and successfully completing a course will be required to repay the Town for a pro-rated amount of the tuition/course expense. The pro-rated amount will be based on the tuition/course cost, divided by the agreed upon period of time, and then multiplied by the amount of time the employee has left to fulfill the Agreement.

## 5.5 Retirement

(Effective: 07/01/1997; Revised: 07/01/2003, 06/2004, 07/01/2017)

**Objective:** This policy describes the Town's retirement benefits program

**Scope:** This policy applies to all regular full-time employees

The Town shall provide membership in the Virginia Retirement System (VRS) for all employees who are eligible under the rules and regulations of the system. Employees seeking detailed information regarding their contributions, projected retirement benefits, or other aspects of their personal retirement benefits should be referred to one of the VRS customer services representatives.

**Law Enforcement Personnel :** The Town Participates in the VRS's Law Enforcement Officer (LEO) Retirement Program, which provides an additional supplement for retired law enforcement personnel until age 65; and which provides for full retirement benefits at age 60 or at age 50 with at least 25 years of service.

**Disability Retirement**: An employee under the age of 65 who becomes mentally or physically unable to perform his/her present duties of a disability that is likely to be a permanent are eligible to apply for disability retirement. Employees are eligible on the first day of employment, provided the disability did

not exist at the time of employment. This program is administered through the VRS, and the Town pays the full cost on behalf of the employee.

## 5.6 Deferred Compensation

(Effective: 07/01/1997; Revised: 07/01/2003, 07/01/2017)

**Objective:** This policy provides a general overview of the Town's Deferred Compensation program.

**Scope:** This policy applies to all regular full-time employees.

Regular, full time employees may elect to participate in the Town's Deferred Compensation Program. This program permits employees to set aside a portion of their wages on a pre-tax basis. Employees should contact the Human Resources Department for additional information and/or enrollment forms.

## 5.7 Employee Assistance Program (EAP)

(Effective: 01/26/2017)

**Objective**: This policy provides information on the Town's Employee Assistance Program

**Scope:** This policy applies to all regular employees

Through the Employee Assistance Program (EAP), the Town provides confidential access to professional counseling services. The EAP, available to all employees and their household members, offers problem assessment, short term counseling and referral to appropriate community and private services. The EAP is strictly confidential and is designed to safeguard an employee's privacy and rights. Contacts to and information given to the EAP counselor may be released to the Town only if requested by the employee in writing.

There is no cost for an employee to consult with an EAP counselor. If further counseling is necessary, the EAP counselor will outline community and private services available. The counselor will also let employees know whether any costs associated with private services may be covered by their health insurance plan. Please contact the Human Resources department for more information.

## 5.8 Workers' Compensation Benefits

(Effective: 07/01/1997; Revised: 07/01/2003, 09/04/2007, 07/01/2017)

**Objective:** In compliance with the Virginia Workers' Compensation Act, the Town is committed to ensuring all employees incurring a work related injury or disease will receive workers compensation benefits.

**Scope:** This policy applies to all employees

The Town provides Workers' Compensation insurance that covers any injury or illness which results from an injury incurred during the course of employment. The Town provides all of the benefits identified by the Virginia Workers' Compensation Act, including payment of covered medical expenses and wages.

**Reporting:** Immediately following every work-related injury, illness or substance exposure, the affected employee is required to notify his/her supervisor, regardless of the severity, in person or by phone as soon as possible, but not later than 24-hours after the injury. The supervisor is responsible for immediately reporting the incident to the Safety and Compliance Officer. Prompt reporting ensures timely processing of a workers' compensation claim. Failure to do so will impede processing of the claim and lead to potential denial of the claim.

Reports of injury should be made promptly through the NT24 toll-free telephone number. This service is available 24 hours per day, 7 days per week, 365 days per year. In an emergency situation, the supervisor should call NT24 to report the injury on the employee's behalf. The Safety and Compliance Officer will assist the employee with the completion of the incident report. The full report must be filed with VML within 72 hours of the incident.

In cases where an injury results in any of the following: an employee being admitted to the hospital, an amputation, or a fatality, notification must be made immediately so that the Safety Inspector can make the mandated notification to the Occupational Safety and Health Administration (OSHA) within the required eight (8) hour time frame.

**Medical Treatment & Bills**: In accordance with the Virginia Workers' Compensation Act, the Town has established a panel of physicians to furnish medical care for all workers' compensation claims. The employee must select a physician from the panel for his/her medical bills to be covered under workers' compensation. If the employee elects to use a physician who is not on the authorized list, the treatment will be incurred at the employee's expense. To ensure receipt of maximum benefits pertaining to payment of medical expenses and workers' compensation payments, an employee must accept medical treatment and keep appointments with the authorized physician.

In an emergency situation, the primary objective is to obtain immediate medical care for the injured employee. Should this occur, obtain emergency medical care as dictated by the situation. The supervisor will then need to notify the Human Resources Department and any follow up appointments must be made with a panel doctor in order for medical bills to be covered by workers' compensation.

**Lost Wage Payments:** The Workers' Compensation Act provides lost wage payments when an employee is unable to work due to a compensable injury, in the amount of 66.66% of the injured employee's average weekly wage (AWW). The AWW is determined by calculating the weekly average of the employee's gross wage for 52 weeks prior to the date of the injury.
Compensation for an approved compensable injury shall begin when the injured employee is out of work for more than seven (7) calendar days, commonly referred to as the "waiting period". In order to receive compensation during the first seven days of incapacity resulting from a work related injury/illness, an employee must use accrued sick leave, annual leave or compensatory time. If the employee is incapacitated for longer than three (3) weeks, the employee shall receive payment for the first seven days. Payments cannot exceed the Virginia Workers' Compensation Guidelines.

Employees receiving workers' compensation benefits shall not accrue sick or vacation leave during their absence. The Town will continue to pay the Town's portion of health insurance and other elected benefits (if applicable). The employee shall be responsible for the employee portion of the health insurance premium (if applicable) and any other employee paid benefit.

**Limited Duty Assignments:** While an employee is temporarily unable to perform any work, The Virginia Worker's Compensation Commission entitles him/her to 2/3 of his/her gross average weekly wage up to a set maximum weekly limit as discussed in Lost Wage Payments. Employees who have sustained an occupational injury or illness and who have been placed on restriction by their physician to continue to work but within the restriction placed by the physician will be given limited-duty assignments **if work is available**.

Limited-duty assignments may be in other departments of the Town and may be of a different job classification. The employee will continue to receive pay at his/her regular pay scale and receive all job-related benefits of his/her original position. The employee will be required to dress appropriately for the limited-duty job as directed by the supervisor of the department in which the limited-duty is offered. When limited-duty work is not available an injured employee will be placed on workers' compensation until physically able to return to full duty.

When an employee receives medical restrictions for a job-related injury or illness, the limited-duty position shall be approved by the physician. The Human Resources department, Town Manager and the supervisor shall be advised of the limited-duty assignment. The limited-duty assignment shall continue until the physician lifts the medical restriction from the employee or the Town no longer has a limited duty assignment available. Each department shall compile a list of "limited-duty" jobs for use by the Town Manager when "limited-duty" jobs are required.

The Human Resources department and Town Manager will be notified and given an opportunity to approve or reject any limited-duty assignments to employees prior to them being assigned. All paperwork from attending physicians will need to be in place before any limited-duty assignment will be considered for any town employee. This is due to town liability concerns to prevent an employee from incurring any further injury.

The following limited-duty assignments have been approved by staff and Town Council and should be used accordingly. There may be other assignments that come available as time progresses, those listed below should not be considered all inclusive.

1. Paperwork duties in the same department or any department available.
2. Data entry assignments in any department available.
3. Janitorial duties in any town administration buildings if appropriate.
4. Shredding documents for records management purposes if available.
5. Answering phones and taking messages for any department needing assistance at the time.
6. Driving town vehicle for errands or meter reading duties, etc.
7. Other duties as they become available by departments and can be deemed appropriate by the attending physician.

The Town of Smithfield is under no obligation to guarantee there will be available limited duty work but will make a reasonable effort to provide physician approved limited duty to employees **if available and appropriate for each case-by-case basis.**

Any fraudulent use of this policy can result in disciplinary action, up to and including termination of employment.

## 5.9 Town Credit Cards

(Effective: 09/04/2007; Revised: 07/01/2017)

**Objective:** This policy defines how Town Credit Cards shall be issued and used by Town employees.

**Scope:** This policy applies to all employees in supervisory positions or who are otherwise approved by the Town Manager for a Town Credit Card.

To be eligible for a Town credit card, an employee must travel frequently in the course of his/her duties, purchase significant volumes of goods and services for use by the employer, or incur other regular frequent business expenses of a kind appropriately paid by credit card.

The Town credit card CANNOT be used for personal expenses, to obtain cash advances, bank checks, traveler's checks, or to purchase alcoholic beverages. Misuse of the card, including but not limited to personal expenses, will result in cancellation of the card, withdrawal of Town credit card privileges and may result in disciplinary action up to and including termination of employment. If the card is used for an employee's personal expenses, the employer reserves the right to recover these monies from the employee cardholder. Cardholders will be required to sign a declaration authorizing the company to recover, from their salary, any amount incorrectly claimed.

Each card will be limited to a maximum of $2,000. Increases to the established maximum may be made on a case-by-case basis by the Town Manager.

Town credit card expenditures must be reconciled and submitted with original receipts to the Town Manager’s Office within 10 business days of the statement date. Cardholders who have not reconciled and submitted their monthly expenditure within this period will be asked to reconcile and submit their monthly expenditure immediately. Continued or repeated non-conformance to this policy will result in cancellation of the card and such other actions as appropriate. If the card expenditures are not reconciled and submitted within a month of the statement date or a plausible explanation has not been received by the Town Manager’s Office, the employee's Town credit card will be cancelled.

For unauthorized charges, including charges for meals in excess of the per diem amounts not approved by the Town Manager, repayment via check or cash for the difference must accompany the travel expense sheet submitted along with all of the receipts. If repayment is not made, funds due to the Town will be deducted from the employee’s subsequent paycheck via a payroll deduction and use of the card by the employee may be revoked.

Lost or stolen cards must be reported immediately to the Town Manager.

Application for a Town of Smithfield Credit Card accompanies this policy.

# Application for a Town of Smithfield Credit Card

Employee Name: _____

Position: _____

I am applying for a Town of Smithfield credit card.

I understand and agree that:

- I bear ultimate responsibility for the card.
- I will not use the Town credit card to withdraw cash.
- I will not use the Town credit card for personal expenses and will use it only for official business on behalf of the company.
- If I misuse the card (i.e., use it otherwise than in accordance with the instructions given to me in this agreement or related policies) or otherwise fail to reconcile my expenditures within the prescribed procedures and timeframe, I authorize the company to recover the funds through payroll deductions for any amounts incorrectly claimed or for reconciliations that are one month in arrears of the statement date.
- If the Town credit card is lost or stolen, I will report it immediately to the Town Manager
- I understand that any misuse of the Town credit card may result in disciplinary action, up to and including termination of employment.
- If I resign from the company, I will return the card with a final reconciliation of all expenditures prior to departure.

| Employee Signature: | Date |
|---|---|
| Employee Printed Name: | |

_____ _____

Town Manager's Signature Date

# Section 6.0 Time Off & Leaves of Absence

The Town recognizes that employees may need to be absent from their assigned position, at times for extended periods of time, for various reasons. To accommodate such needs, the Town provides annual leave, sick leave and other leaves of absence to eligible employees according to the terms and conditions defined within each applicable section.

Leaves are administered by the Human Resources department and all leaves will be administered in compliance with federal, state, and local regulations. Employees are responsible for contacting the Human Resources department to determine if their need for time off potentially qualifies for one of the leaves of absence available. For reference, a detailed description of each available leave is provided within this section.

## 6.1 Annual Leave

(Effective: 07/01/1997; Revised: 06/15/1999, 07/01/2003, 05/03/2011, 06/22/2015, 07/01/2017)

**OVERVIEW:** It is the intent of the Town to provide for paid time off for vacations or other personal purposes.

**SCOPE:** This policy applies to all regular full time employees who have satisfactorily completed the probationary period, subject to individual department circumstances with prior approval of the supervisor. Accrual begins at employee's start date and cannot be taken until after three months of service are completed.

**Annual leave accrual:**
Annual leave is accrued on a per pay period basis according to the schedule below. The accrual occurs for 24 pay periods; accruals do not take place for the third pay date of any month. The rate at which annual leave is accrued is dependent upon the length of the employee's service with the Town. Any part time employment with the Town would be added to length of employee's service to the Town for calculation purposes of annual leave only. The accrual schedule and acceptable levels of accumulation are:

| Years of Service | Monthly Accrual Rate | Hours per year |
|---|---|---|
| From 0 – 2 years of service | 6.66 hours per month | 80 hours per year |
| From 2 – 5 years of service | 8 hours per month | 96 hours per year |
| From 5 – 10 years | 12 hours per month | 144 hours per year |
| | | |

| | | |
|---|---|---|
| From 10 – 15 years | 13.36 hours per month | 160 hours per year |
| From 15 – 20 years | 15.36 hours per month | 184 hours per year |
| From 20+ years | 16.64 hours per month | 200 hours per year |

Revised Effective – July 2017

**Anniversary date and Accrual expiration:**
The employee can opt to exchange up to 40 hours of accrued leave for monetary compensation on an hour for hour basis. The payment is calculated at the employee's regular hourly rate. The employee must elect this optional cash out by April 1st each year. Payment will be made to the employee on the first payroll date following July 1st.

On July 1st of each year, the employee can carry over up to 80 hours of accrued annual leave. Other than the above mentioned once-a-year cash out all remaining accrued annual leave must be used during the fiscal year or the leave is forfeited.

**Use of Annual Leave:**
Annual leave may be used for any reason the employee chooses; however, the employee must obtain prior approval from the immediate supervisor for the desired time off.

Employees may request annual leave in one (1) hour increments.

For leave requests of one week duration: the employee must complete and submit a leave request form at least two weeks in advance to their immediate supervisor.

For leave requests which are less than one week's duration, the employee must complete and submit a leave request form at least two days in advance to their immediate supervisor.

Management will approve leave in accordance with business and operational needs of the Department.

Employees approved to use annual leave for one-half day of a one-half day holiday shall deduct half of their regularly scheduled shift from their accrued annual leave bank. For example: employees that work an eight (8) hour work day would deduct four (4) hours of accrued annual leave.

Annual leave shall not be counted as hours worked for the purpose of determining overtime, with the exception of hours worked under on call duty and/or during an emergency office closure.

**Separation from Town Employment:**
Employees will be paid for any accrued, unused annual leave at the time of separation. Upon the death of an employee, accrued annual leave will be paid to his/her estate.

## 6.2 Sick Leave

(Effective: 07/01/1997; Revised: 07/01/2003, 09/04/2007, 05/03/2011, 06/2014, 06/22/2015, 07/01/2017)

**OVERVIEW:** It is the intent of the Town to provide employees with paid time off for health related reasons

**SCOPE:** All regular full-time employees are eligible for sick leave.

**Accrual:**
Employees will accrue sick leave as follows:

| Years of Service | Monthly Accrual Rate | Hours Per Year |
|---|---|---|
| 0-1 | 6.0 | 72 |
| 1 + | 8.0 | 96 |

Sick leave will not be accrued during a period of unpaid leave of absence.

Sick leave shall not be counted as hours worked for the purpose of determining overtime, with the exception of hours worked under on call duty and/or during an emergency office closure.

**Maximum Accrual:**
Accrued sick leave is carried over from year to year.

For Plan 1 and Plan 2 VRS employees, sick leave may be carried over with no maximum.

For Hybrid Plan VRS employees, total sick leave carry over may not exceed 480 hours.

**Use of sick leave:**
Sick leave is to be used specifically for an employee or immediate family member illness or health related appointment.

VRS Hybrid employees may use sick leave for those illnesses that are not covered by Workers Compensation or the short term disability program.

Immediate family members are defined as: spouse, parent, guardian, brother, sister, child, father-in-law, mother-in-law, grandparent, grandparent in-law, grandchild, step parent or step child.

The employee may take sick leave and/or time without pay to cover an absence related to an injury not covered under the worker's compensation, however it is strongly encouraged for employees to return to work (full-duty) when deemed appropriate by the attending physician and supervisor.

VRS Hybrid employees may not take unpaid leave unless a claim has been denied. All absences due to illness or non-work related injury must be reported to the short term disability insurer.

**Verification:**

A Department Head may ask for justification for use of sick leave by requesting that the employee obtain verification of the illness from a doctor. (see Attendance and Punctuality Policy)

**Retirement from Town Employment**:
Retiring employees participating in VRS Plans 1 or 2 will receive payment for 25% of their accrued, but unused sick leave balance at the time of retirement up to a maximum of $2,500. Any remaining balance will be forfeited.

Retiring employees participating in the VRS Hybrid plan will receive payment for 100% of their accrued, but unused sick leave balance at the time of retirement up to a maximum of $2,500.

**Sick Leave Sharing**
The purpose of this policy is to establish guidelines and procedures for transferring sick leave to employees who experience an extended absence from work due to illness or injury. Employees are encouraged to save as much sick leave as possible for emergencies, illnesses and/or injuries or other unexpected situations. Every employee should seek to accrue a minimum of 200 sick hours.

This leave sharing program is established to help alleviate the financial hardship effects of extended absences without pay. This program allows an employee to donate some of their accrued sick time off to a bank of time to be used by another employee who has a verifiable need.

Leave sharing is available for employees who are in a "leave without pay" status and have an FMLA qualifying event, which precludes them from working. The employee does not need to meet FMLA service requirements in order to utilize the program. Employees who wish to participate in the program must complete a Leave Sharing Program Request Form. In addition, the request form must be accompanied by verifiable written evidence of need. The Town Manager in conjunction with the Human Resources department will verify that the employee's request meets the participation requirement as indicated in the Coverage section below.

**Coverage**

- Leave sharing hours will be granted only for a serious illness to an employee, or a member of an employee's immediate family who has a serious illness which requires the employee's care, preventing the employee from performing their job duties for five (5) or more consecutive workdays. Requests for less than five (5) days will be considered by the Town Manager on a case by case basis.
- Leave is used exclusively for a medical condition of an employee or an employee's immediate family member, as defined under The Family Medical Leave Act (FMLA).
- The employee's or family member's health care practitioner, as defined under FMLA, must document the condition resulting in the leave prior to approval of the leave transfer from the bank of time to the employee.
- Employee must exhaust all available and accrued paid leave, including sick, annual, compensatory time or any other leave before requesting and approval of leave sharing.
- Employee must not be receiving any other form of compensation including, but not limited to social security disability benefits, short term disability benefits, long term disability benefits or compensation through the Virginia Retirement System.
- Recipients shall continue to accrue service in accordance with the provisions of the other appropriate policies and guidelines.

- Recipients must not have been disciplined for abuse of sick leave or excessive absences within the past twelve (12) months.
- Recipients must have contributed to the program prior to utilizing the leave sharing bank.

**Parameters for Leave Sharing Program**

- Leave sharing transfers will be donated to a bank of time that can be used for all qualifying employees rather than for a specific employee.
- Employees with one or more years of service may participate as a donor.
- Employees may donate in eight (8) hour increments, up to forty (40) hours of sick leave at one time.
- Employees donating time must have accrued sick leave in excess of forty (40) hours in order to be eligible to donate leave.
- Hours will be donated on a one for one basis, regardless of pay or salary, to be paid at the recipient's rate of pay.
- Sick leave hours may not be donated retroactively.
- Donors must complete a Leave Donation Form. If the donor terminates employment, retires, dies or has an insufficient leave balance to meet the eligibility criteria, all responsibility to donate this leave is voided.
- Donated leave will cover only the recipient's normal salary/wages. Employees using donated leave will be fully responsible for their cost share of all benefits, unless otherwise provided by law or these policies.
- The decision to donate sick leave to the bank should be a choice made freely by each employee. Any person attempting to unduly influence another employee to donate leave or directly solicit leave donation either for themselves or other employees shall be subject to disciplinary action, up to and including termination and any prior agreement made to donate leave under these conditions shall be voided.
- Employees who receive leave under this program are expected to participate as a donor during the course of their employment with the town.

**Exclusions**

- Leave sharing will not be approved for the following instances: elective or cosmetic surgery, unless required as a result of injury or disease; or retroactively to dates prior to request or approval.
- Leave sharing will not be approved when the illness or injury results from any of the following: engagement in a criminal act; self-inflicted intentional injury; or working for another employer.

**Limitations**

- Employees may receive a maximum of eighty (80) hours of donated leave per pay period.
- The maximum number of hours an employee may be granted/receive during a twelve (12) month period is four hundred eighty (480) hours and is calculated using the employee's regular scheduled weekly hours.

## 6.3 Family and Medical Leave

(Effective: 07/01/1997; Revised: 07/01/2003, 09/04/2007, 05/03/2011, 06/2014, 06/22/2015, 07/01/2017)

**OVERVIEW:** It is the Town's intention to provide eligible employees with up to 12 weeks of unpaid family or medical leave in accordance with the Family and Medical Leave Act.

**SCOPE:** This policy applies to all regular full-time and part-time employees in accordance with the Family and Medical Leave Act.

The Town will grant family and medical leave in accordance with the requirements of applicable federal and state law in effect at the time the leave is granted. Although the federal and state laws sometimes have different names, the Town refers to these types of leaves collectively as "FMLA Leave." In any case, employees will be eligible for the most generous benefits available under applicable law.

**Employee Eligibility**
To be eligible for FMLA Leave benefits, employees must: (1) have worked for the Town for a total of at least 12 months; (2) have worked at least 1,250 hours over the previous 12 months as of the start of the leave; and (3) work at a location where at least 50 employees are employed by the Town within 75 miles, as of the date the leave is requested. Eligibility requirements may differ for employees who have been on a protected military leave of absence. If employees are unsure whether they qualify, they should contact Human Resources

**Reasons for Leave**
Federal and state laws allow FMLA Leave for various reasons. Because employees' legal rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. FMLA Leave may be used for one of the following reasons, in addition to any reason covered by an applicable state family/medical leave law:

- The birth, adoption or foster care of an employee's child within 12 months following birth or placement of the child (Bonding Leave);
- To care for an immediate family member (spouse, child, or parent with a serious health condition (Family Care Leave);
- An employee's inability to work because of a serious health condition (Serious Health Condition Leave);
- A "qualifying exigency," as defined under the FMLA, arising from a spouse's, child's, or parent's "covered active duty" (as defined below) as a member of the military reserves, National Guard or Armed Forces (Military Emergency Leave); or
- To care for a spouse, child, parent or next of kin (nearest blood relative) who is a "Covered Servicemember," as defined below (Military Caregiver Leave)

**Definitions**

- **"Child"** for purposes of Bonding Leave and Family Care Leave, means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that Family and Medical Leave is to commence. "Child," for purposes of Military Emergency Leave and Military Caregiver Leave, means a biological, adopted or foster child, stepchild, legal ward, or a child for whom the person stood in loco parentis, and who is of any age

- **"Parent"** for purposes of this policy, means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the person. This term does not include parents-in-law. For Military Emergency leave taken to provide care to a parent of a deployed military member, the parent must be incapable of self-care as defined by the FMLA.
- **"Covered Active Duty"** means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.
- **"Covered Servicemember**" means (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties, or (2) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a "veteran" as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran. For purposes of determining the five-year period for covered veteran status, the period between October 28, 2009 and March 8, 2013 is excluded.
- **"Spouse"** means the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into, or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one State. This includes common law marriage and same sex marriage in places where these marriages are recognized.

**Length of Leave**

The maximum amount of FMLA Leave will be 12 workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and/or (4) Military Emergency Leave. However, if both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of 12 workweeks off between the two of them when the leave is for Bonding Leave or to care for a parent using Family Care Leave. The applicable "12-month period" utilized by the Town is a rolling 12-month period measured backward from the date an employee uses his/her FMLA leave. Under this method the 12-month period is measured backward from the day the employee uses any FMLA leave.

The maximum amount of FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of 26 workweeks in a single 12-month period. A "single 12-month period" begins on the date of the employee's first use of such leave and ends 12 months after that date.

If both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Military Emergency

Leave, Bonding Leave and/or Family Care Leave taken to care for a parent. To the extent required by law, some extensions to leave beyond an employee's FMLA entitlement may be granted when the leave is necessitated by an employee's work -related injury or illness or by a "disability" as defined under the Americans with Disabilities Act and/or applicable state or local law. Certain restrictions on these benefits may apply.

**Intermittent or Reduced Schedule Leave**
Under some circumstances, employees may take FMLA Leave intermittently, which means taking leave in blocks of time, or by reducing the employee's normal weekly or daily work schedule. An employee may take leave intermittently whenever it is medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work.

Leave taken intermittently may be taken in increments of no less than 1 hour. Employees who take leave intermittently or on a reduced work schedule basis for a planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the Town's operations. If FMLA Leave is taken intermittently or on a reduced schedule basis due to foreseeable planned medical treatment, we may require employees to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

If an employee's request for intermittent leave is approved, the Town may later require employees to obtain recertification of their need for leave. For example, the Town may request recertification if it receives information that casts doubt on an employee's report that an absence qualifies for FMLA Leave.

**Notice and Certification Bonding, Family Care, Serious Health Condition and Military Caregiver Leave Requirements**

Employees are required to provide:

- When the need for the leave is foreseeable, 30 days advance notice or such notice as is both possible and practical if the leave must begin in less than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next business day);
- When the need for leave is not foreseeable, notice within the time prescribed by the Town's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical;
- When the leave relates to medical issues, a completed Certification of Health-Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health-Care Provider form);
- Periodic recertification (if required by law); and
- Periodic reports during the leave.

Certification forms are available from Human Resources. At the Town's expense, we may require a second or third medical opinion regarding the employee's own serious health condition or the serious health condition of the employee's family member. In some cases, we may require a second or third opinion regarding the injury or illness of a Covered Service Member. Employees are expected to cooperate with the Town in obtaining additional medical opinions that we may require.

**Recertification After Grant of Leave**

In addition to the requirements listed above, if an employee's Family and Medical Leave is certified, the Town may later require medical recertification in connection with an absence that the employee reports as qualifying for Family and Medical Leave. For example, the Town may request recertification if (1) the employee requests an extension of leave; (2) the circumstances of the employee's condition as described by the previous certification change significantly (e.g., employee absences deviate from the duration or frequency set forth in the previous certification; employee's condition becomes more severe than indicated in the original certification; employee's encounter complications); or (3) the Company receives information that casts doubt upon the employee's stated reason for the absence. In addition, the Company may request recertification in connection with an absence after six months have passed since the employee's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by the Company will be at the employee's expense.

**Military Emergency Leave Requirements**

Employees are required to provide:

- As much advance notice as is reasonable and practicable under the circumstances;
- A copy of the covered service member's active duty orders when the employee requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the service member's leave; and
- A completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available from Human Resources.

**Failure to Provide Certification and to Return from Leave**
Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If an employee fails to return to work at leave's expiration and has not obtained an extension of the leave, the Town may presume that the employee does not plan to return to work and has voluntarily terminated their employment.

**Compensation During Leave**

Generally, FMLA Leave is unpaid. However, employees may be eligible to receive benefits through the state-sponsored programs or the Town's sponsored wage-replacement benefits programs, if applicable. Employees may also choose to use accrued annual and/or sick leave, to the extent permitted by law and the Town's policy. The use of paid benefits will not extend the length of a FMLA leave.

**Employee Status and Benefits While on FMLA Leave**
While an employee is on approved FMLA leave, the Town will continue the Employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work. The employee will continue to be responsible for his/her portion of any premiums. Please see the Human Resources Department for arrangements.

The employee's length of service as of the leave will remain intact, but accrued benefits such as annual leave and sick leave many not accrue while on an unpaid FMLA leave.

**Job Reinstatement**

Under most circumstances, employees will be reinstated to the same position they held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. However, employees have no greater right to reinstatement than if they had been continuously employed rather than on leave. For example, if an employee would have been laid off if he or she had not gone on leave or, if the employee's position was eliminated during the leave, then the employee will not be entitled to reinstatement.

Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee can perform the essential functions of the job as those essential functions relate to the employee's serious health condition. For an employee on intermittent FMLA leave, such a release may be required if reasonable safety concerns exist regarding the employee's ability to perform his or her duties, based on the serious health condition for which the employee took the intermittent leave.

Key employees may be subject to reinstatement limitations in some circumstances. If employees are considered a "key employee," those employees will be notified of the possible limitations on reinstatement at the time the employee requests a leave of absence.

**Confidentiality**
Documents relating to medical certifications, re-certifications or medical histories of employees or employees' family members will be maintained separately and treated by the Town as confidential medical records, except that in some legally recognized circumstances, the records (or information in them) may be disclosed to supervisors and managers, first aid and safety personnel or government officials.

**Fraudulent Use of FMLA Prohibited**
An employee who fraudulently obtains Family and Medical Leave from the Town is not protected by FMLA's job restoration or maintenance of health benefits provisions. In addition, the Town will take all available appropriate disciplinary action against such employee due to such fraud.

**Nondiscrimination**
The Town takes its FMLA obligations very seriously and will not interfere, restrain or deny the exercise of any rights provided by the FMLA. We will not terminate or discriminate against any individual for opposing any practice, or because of involvement in any proceeding related to the FMLA. If an employee believes that his or her FMLA rights have been violated in any way, he or she should immediately report the matter to Human Resources.

## 6.4 Military Leave

(Effective: 07/01/1997; Revised: 05/03/2011, 07/01/2017)

**Objective:** The Town will provide Military Leave to employees called to active duty in the armed forced of the United States, or serve duty in the reserve component of the armed forces or National Guard.

**Scope:** This policy applies to all regular full-time and part-time employees who receive orders to serve on active reserve duty in any of the armed services of the United States or Commonwealth of Virginia.

**Reserve Duty/Annual Training**
An employee is eligible for up to 15 8-hour days (120 hours) in a calendar year for military training duty if he/she is a member of the reserve component other than the Armed Forces or National Guard. If additional time is needed, annual or sick leave balances may be used or the employee may be granted leave without pay. In order to receive the benefits listed above, a copy of the employee's military orders must be furnished to the Human Resources department.

Federal law provides employees with the right to take leave in order to serve in the military. At the federal level, military leave rights are governed by the Uniformed Services Employment and Reemployment Rights Act, commonly referred to as USERRA. This policy discusses military leave under USERRA.

State laws may also provide an employee with rights to take military leave.

If the employee works in a state that provides rights in addition to those provided under USERRA, the Town will provide those rights. If an employee plans to request leave based on military service, he or she should contact the Human Resources Department for information on any additional rights or requirements, if applicable, under state law.

**Eligibility for Leave**
The Company provides unpaid military leaves of absence to employees who serve in the uniformed services as required by USERRA and applicable state laws. The uniformed services are defined as the Army, Navy, Marine Corps, Air Force, Coast Guard, Army National Guard, Air National Guard, Commissioned Corps of the Public Health Service and any other category of persons designated by the President of the United States in time of war or national emergency.

The uniformed services also include participants in the National Disaster Medical System when activated to provide assistance in response to a public health emergency, to be present for a short period of time when there is a risk of a public health emergency, or when they are participants in authorized training.

Service consists of performing any of the following on a voluntary or involuntary basis: active duty, active duty for training, initial active duty, inactive duty training, full time National Guard duty, absence from work for an examination to determine fitness for such duty, and absence for performing funeral honors duty. Total military leave time may not exceed five (5) years during employment, except in certain, defined circumstances.

**Notice of Leave**
Advance notice of leave is required, preferably in writing, unless giving of notice is impossible or unreasonable, or notice is prohibited by military necessity (which is defined by the United States Department of Defense). When notice is required, employees must provide their supervisor with as much advance notice as possible of any anticipated leave of absence for military service.

**Compensation and Benefits During Leave**
Accrued, unused annual leave will be paid during military leave at the employee's request. An employee's sick leave balance will be allowed to be maintained for his/her future anticipated return to active Town employment. Any compensatory leave will be paid out to the employee upon the employee's placement on military leave without pay.

After 30 days of continuous military leave, employees may elect to continue their health plan coverage at their own expense, for up to 24 months or during the remaining period of service, whichever is shorter. All provisions provided by the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) will apply.

The Town's contribution to the employee's retirement account will cease during the period the employee is on military leave without pay; however the employee's retirement account will be maintained with the Virginia Retirement System (VRS) until such time that the employee chooses to formally leave Town service. At that time, the employee's retirement benefits will be dictated by the applicable policies of the VRS.

An employee on Military Leave without pay shall be treated as though he or she was continuously employed by the Town for the purposes of computing service credit.

**Reinstatement**
In order to be eligible for reinstatement, an employee must have provided advance notice of the need for military leave (where required) and have completed his or her service on a basis that is not dishonorable or otherwise prohibited under USERRA.

Employees whose military service will be for fewer than 31 days must report to back to work at the beginning of the first full, regularly scheduled work day following completion of service, after allowing for a period of safe travel home and eight hours of rest.

Employees whose military service will be for more than 30 days, but fewer than 181 days must apply for re-employment within 14 days after completing service.

Employees whose service is greater than 180 days must apply for re-employment within 90 days after completing service. As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in loss of reemployment rights. Full details regarding reinstatement are available from the Human Resources Department.

In general, an employee returning from military leave will be re-employed in the position and seniority level that the employee would have attained had there been no military leave of absence. If necessary, the Company will provide training to assist the employee in the transition back to the workforce. Vacation benefits do not continue to accrue during a military leave of absence. An employee returning from military leave is entitled to any unused, accrued annual leave benefits the employee had at the time the military leave began minus any annual leave the employee chose to use during the leave. Upon reinstatement, the employee will begin to accrue annual leave benefits at a rate that would be as though no military leave had been taken.

## 6.5 Bereavement Leave

(Effective: 07/01/1997; Revised: 07/01/2017)

**OVERVIEW:** In order to provide an employee with sufficient time to deal with the loss of loved one, the Town will provide bereavement leave following the death of an immediate family member.

**SCOPE:** This policy applies to all regular full-time and part-time employees.

**Immediate Family Member:**
Immediate family members are defined as: spouse, parent, guardian, brother, sister, child, father-in-law, mother-in-law, grandparent, grandparent in-law, grandchild, step parent, or step child.

**PROVISIONS:**
Following the death of an immediate family member, the Town shall allow an employee to take up to two consecutive paid workdays off as bereavement leave. Up to three additional consecutive days of sick or annual leave will be approved to supplement the bereavement leave.

With prior supervisor approval, additional time off may be approved using sick leave and annual leave.

## 6.6 Civil Leave

(Effective: 07/01/1997; Revised: 05/03/2011, 07/01/2017)

**OVERVIEW:** The Town is committed to supporting employees who are called to civil duty in support to of the local, state or federal justice system. This policy defines the circumstances under which an employee will be granted civil leave.

**SCOPE:** This policy applies to all regular full time employees.

**PROVISIONS:**
The Town shall grant an eligible employee with paid leave for any absence necessitated by the employee serving jury duty or when subpoenaed as a witness to appear before a court or duly authorized public body or commission.

An employee will not be granted paid civil leave when the employee must appear in court for a case in which the employee is a party and the involvement in the case is of a personal nature.

Any person who serves as an Officer of Election (person appointed by an electoral board to serve at a polling place for any election) shall neither be discharged from employment, nor have any adverse personal action taken against him or her, nor shall s/he be required to use sick leave or vacation time, as a result of his or her absence from employment due to such service, provide s/he gave reasonable notice to his or her employer of such service. No person who serves for four (4) or more hours, including travel time, on his or her day of service shall be required to start any work shift that begins on or after 5:00 p.m. on the day of his or her service or begins before 3:00 a.m. on the day following the day of service.

**Requesting Civil Leave:**
An employee requesting civil leave for jury duty or court appearance shall provide a copy of the court summons or subpoena along with a leave request.

Civil leave will only cover the actual time required by the court responsibilities.

## 6.7 Leave Without Pay

(Effective: 07/01/1997; Revised: 07/01/2003, 07/01/2017)

**OVERVIEW:** In recognizing the potential for unique circumstances which warrant an employee's unpaid absence from work, the Town may provide leave without pay for pre- approved absences which are not covered by other leave policies.

**SCOPE:** This policy applies to all regular full and part-time employees.

**PROVISIONS:**
Leave without pay will be granted on a case by case basis. An employee requesting leave without pay must identify a reasonable cause for the leave and a specified period of time that the leave will be taken. In addition, the requesting employee must have not have any available paid leave time (i.e. annual leave, sick leave, etc…).

Human Resources has the authority to approve leave without pay for up to 2 work days. Only the Town Manager may approve leave without pay for longer periods of time.

For all leave without pay, regardless of the duration, written documentation must be provided to the Human Resources department for the proper documentation.

# Section 7.0 Workplace Safety

## 7.1 Safety Program

(Effective: 07/01/1997; Revised: 07/01/2003, 03/03/2011, 07/01/2017)

**OVERVIEW:** This policy references the provisions of the separately adopted Town Workplace Safety Program which is intended to promote a safe and healthy work environment, reduce the incidence of work-related injuries and exposure to worker's compensation liability, and to ensure compliance with federal, state and local safety regulations.

**SCOPE:** This policy applies to all individuals working for the Town.

**PROVISIONS:**

The Chairperson of the town-wide Safety Committee oversees the implementation of the Workplace Safety Committee Program, as adopted by the Smithfield Town Council.

A. Commitment:

The Town's established work place safety program is a top priority for the Town of Smithfield. Management and employees alike should be committed to working safely, and to taking the initiative to identify and correct unsafe work conditions and practices. Every employee is responsible for observing the policies set forth in the separate Town Workplace Safety Program.

B. Safety Information and Training:

The Town provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings, safety memorandums and other written communications.

Employees and supervisors receive periodic workplace safety training. The training covers potential safety and health hazards, job-specific safety considerations, safe work practices and procedures to identify and eliminate or minimize hazards.

C. Suggestions and Employee Safety Concerns:

All employees are expected to report unsafe working conditions or practices in order to prevent injury to persons or damage to property.

The Town welcomes safety improvement ideas from employees. Employees are encouraged to suggest improvements to their supervisors or may submit suggestions to the Town Manager or Safety Committee members.

Reports, suggestions or concerns about workplace safety issues may be made anonymously if the employee wishes.

D. Compliance with Safety Rules:

All employees are expected to obey safety rules, regulations and practices.

Employees who violate safety standards, who cause hazardous or dangerous situations or who fail to report or remedy (as appropriate) dangerous situations may be subject to disciplinary action, up to and including termination of employment.

E. Reporting accidents:

Employees are expected to report all accidents that result in injury, regardless of how insignificant the injury may appear, immediately within the same work shift/day to the Town Safety Officer and their supervisor. Such reports are necessary to comply with the laws and to initiate insurance and worker's compensation benefits procedures.

F. Life Threatening or Contagious Disease:

For the safety of all employees and customers, when employees are diagnosed with a life threatening or contagious disease, the Town is committed to making the following provisions:

Ensuring that all information pertaining to an employee's health is kept confidential.

Ensuring that reasonable accommodations will be made to allow employee's with life threatening and contagious disease to continue to work in their job to the extent that their condition allows.

The Town will take precautions to ensure that an employee's condition does not present a health or safety hazard to co-workers or the public. If an employee's condition is determined by his/her physician to pose a threat to other employees or to pose additional risks for the employee, the employee is expected to notify the Town Manager or Human Resources Department immediately. Reasonable accommodations will be made to find employment in another capacity which will not adversely affect the employee or other employees.

As necessary, the Town retains the right to request a statement from an attending physician that confirms the fact that continued employment will not pose a threat to the employee or other employees. Additionally, the Town retains the right to require an examination by a medical physician designated by the Town as situations warrant.

## 7.2 Emergency Office Closing

(Effective: 07/01/1997; Revised: 07/01/2003, 03/03/2011, 07/01/2017)

**OVERVIEW:** This policy identifies the circumstances under which the Town government would close or amend its scheduled business hours due to an emergency.

**SCOPE:** This policy applies to all departments within the Town Government.

**Conditions Warranting Office Closings:**
At times, emergencies such as severe weather, fires, power failures or flooding can disrupt business operations. In extreme cases, these circumstances may require the closing or altering the business hours of the work facility.

**Decision and Notification of Office Closings:**
The Town Manager retains the authority to close Town government offices and all public buildings or to curtail or adjust work schedules in response to emergency, unsafe or unsanitary work conditions.

Employees will be notified by their department head or Town Manager if the closing decision is made during working hours. Employees are advised to check the town web site or contact their immediate supervisor for notice of anticipated closings for offices which have not yet opened for the day.

**Employees Required to Work During an Office Closing:**
When Town Government offices are closed due to an emergency, only essential personnel are expected to report to work. Essential employees are designated as such by the Town Manager. Essential employees include Chief of Police, sworn Police personnel, some Public Works employees, and Superintendent of Public Works. Other employees may also be required to work, as directed by the Town Manager.

**Compensation:**
When the Town offices are closed, full time and regular part time employees who do not have to report to work will be compensated for their regularly scheduled work hours.

Essential non-exempt employees who work during emergencies will be credited with compensatory leave or paid overtime for actual hours worked when the Town Manager has declared an emergency office closure.

**Absence or Late Arrival to Work:**
An employee arriving late to work due to weather related transportation difficulties may be excused by his/her Department Head if the employee calls in and notifies the appropriate supervisor prior to their scheduled start time.

If an employee does not report to work, and the office is not officially closed, the employee must charge the missed hours to annual or compensatory leave.

## 7.3 Work Area

(Effective: 07/01/1997; Revised: 07/01/2003, 03/03/2011)

**OVERVIEW:** This policy defines the Town's policy regarding the work areas.

**SCOPE:** This policy applies to all regular full and part time employees.

For each work area, the Department Head or Town Manager will define appropriate decor, needed equipment and supplies and housekeeping and safety rules (other than those defined by Town Workplace Safety Program policy).

## 7.4 Bully Free Workplace

(Effective: 07/01/2017)

**Objective:** The objective of this policy is to define "bullying" and provide examples of behavior that will not be tolerated.

**Scope:** This policy applies to all individuals working within the Town of Smithfield.

The Town of Smithfield defines bullying as *"repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment."* Such behavior violates Town Code of Conduct, Workplace Violence Prevention and Anti-Harassment policies which clearly state that all employees will be treated with dignity and respect.

The purpose of this policy is to communicate to all employees that the Town will not <u>in any instance</u> tolerate bullying behavior. Employees found in violation of this policy will be disciplined, up to and including termination of employment.

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant, and will not be given consideration when considering discipline. As in sexual harassment, it is the effect of the behavior upon the individual which is important. The Town considers the following types of behavior examples of bullying:

- **Verbal Bullying:** slandering, ridiculing or maligning a person or his/her family; persistent name calling which is hurtful, insulting or humiliating; using a person as butt of jokes; abusive and offensive remarks.
- **Physical Bullying:** pushing; shoving; kicking; poking; tripping; assault, or threat of physical assault; damage to a person's work area or property
- **Gesture Bullying:** non-verbal threatening gestures, glances which can convey threatening messages
- **Exclusion:** socially or physically excluding or disregarding a person in work-related activities

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace:

- Persistent singling out of one person
- Shouting or raising voice at an individual in public and/or in private
- Using verbal or obscene gestures
- Not allowing the person to speak or express him/herself (i.e., ignoring or interrupting).
- Personal insults and use of offensive nicknames
- Public humiliation in any form
- Constant criticism on matters unrelated or minimally related to the person's job performance or description
- Ignoring/interrupting an individual at meetings
- Public reprimands
- Repeatedly accusing someone of errors which cannot be documented
- Deliberately interfering with mail and other communications
- Spreading rumors and gossip regarding individuals
- Encouraging others to disregard a supervisor's instructions
- Manipulating the ability of someone to do their work (e.g.,overloading, underloading, withholding information, setting meaningless tasks, setting deadlines that cannot be met, giving deliberately ambiguous instructions)
- Taking credit for another person's ideas/work
- Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave
- Deliberately excluding an individual or isolating them from work-related activities (meetings, etc)
- Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual's property (defacing or marking up property)

This list is illustrative only, and not exhaustive.

The Town will not in any instance tolerate bullying behavior. Employees found in violation of this policy will be disciplined, up to and including termination of employment.

## 7.5 Workplace Violence Prevention

The Town is committed to preventing workplace violence and to maintaining a safe work environment, therefore, a Workplace Violence Prevention policy has been adopted to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises. Employees who violate this policy may be subject to disciplinary action, up to and including termination, arrest, and/or prosecution.

All employees as well as customers, contractors or any member of the public should be treated with courtesy and respect at all times. The following acts are examples of conduct that is not permitted. This list is intended to be illustrative only and may not include all possible actions that would be deemed inappropriate under this policy.

- Physical Assault, including, but not limited to unwanted or hostile physical contact with another person such as hitting, fighting, pushing, shoving, or intentionally throwing objects at or towards another person.
- Threats – A threat is inappropriate regardless of whether the person communicating the threat has the present ability to carry it out or if it is expressed in veiled terms. Conduct that constitutes a threat is prohibited whether it is communicated verbally, in writing, or electronically (such as e-mail). Additionally, threats are inappropriate whether communicated directly or indirectly (such as via a third party).
- Harassment – This includes, but is not limited to showing an obsessive interest in another person to the extent that a reasonable person would find the behavior frightening or intimidating. Examples are stalking, repeated requests for romantic dates, etc…
- Intentionally destroying or damaging property owned by the Town or others.
- Town employees (except lawful public safety officers) may not bring weapons into the workplace. This excludes firearms that are locked in a personal vehicle in a parking lot. The workplace includes any property owned or leased by the Town or occupied by groups of Town employees or persons providing services to the Town. Employees are not permitted to transport or store weapons in vehicles owned or leased by the Town and used by the employee for work purposes, unless the employee is required to transport or store a weapon as part of the employee's duties and he or she has written permission from the Town Manager, or the Town Manager's authorized representative. This policy prohibits the possession of concealed weapons as well as weapons carried openly. This prohibition specifically includes guns, rifles and firearms of any type, including those for which the holder has a legal permit. Other examples of prohibited weapons include, but are not limited to, knives, ammunition, bombs, bows and arrows, clubs, slingshots, blackjacks, metal knuckles and similar devices that by their design or intended use are capable of inflicting serious bodily injury or lethal force.
- Engaging in behavior that creates a reasonable fear of injury in another person.
- Committing injurious acts motivated by, or related to, domestic violence or sexual harassment.

**Reporting**

All threats of (or actual) violence, both direct or indirect, should be reported as soon as possible to your immediate supervisor or any other member of management, including the Town Manger and/or Human Resources Department. This includes threats by employees as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible. Any person engaging in threats of (or actual) violence may be removed from Town premises as quickly as safety permits. Individuals who have been removed from Town premises shall remain off the premises pending the outcome of Town and/or criminal investigations.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor.

In the event that an employee has any protective or restraining order obtained they should notify the Human Resources office promptly. Employees are encouraged to report safety concerns with regard to domestic violence to the Human Resources department as well.

Retaliation against any employee, who, in good faith, reports a violation of this policy is strictly prohibited.

The Town will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practicable. In order to maintain workplace safety and the integrity of its investigation, the Town may suspend employees, either with or without pay, pending investigation. The Town may also, at its option, discipline or terminate the offending employee, terminate or suspend business relationships with, reassign job duties, or initiate criminal prosecution of the person or persons involved.

# Appendix A
# Grievance Procedure

**EFFECTIVE: 7/1/97, REVISED: 7/1/03; 3/2/04; 5/3/2011**

**NOTE: THIS POLICY SECTION IS TO BE REPLACED IN ENTIRETY WITH THE 2010 VIRGINIA MUNICIPAL LEAGUE MODEL PERSONNEL POLICIES MANUAL GRIEVANCE PROCEDURE SECTION**

## GRIEVANCE PROCEDURE

The purpose of this procedure is to provide a prompt, fair, and orderly method for the resolution of employee grievances initiated by eligible employees of the
Town of Smithfield.

I. Definition of Grievance

A. A grievance is a complaint or dispute by an employee relating to his employment, including but not necessarily limited to:

1. Disciplinary actions, including disciplinary demotions, suspensions, and dismissals provided that such dismissals result from formal discipline or unsatisfactory job performance.

2. The application of personnel policies, procedures, rules, and regulations, and the application of ordinances and statutes.

3. Acts of retaliation as the result of the use of or the participation in the grievance procedure or because the employee has complied with any law of the United States or of the Commonwealth of Virginia, has reported any violation of such law to a governmental authority, has sought any change in law before the United States Congress or the General Assembly of Virginia, or has reported an incident of fraud, abuse, or gross mismanagement.

4. Discrimination on the basis of race, color, creed, religion, political affiliation, age, disability, national origin, or sex.

B. <u>Management Rights and Prerogatives</u>

(The Town) reserves to itself the exclusive right to manage the affairs and operations of **Town** government. Accordingly, complaints involving the following management rights and prerogatives are not grievable:

1. Establishment and revision of wages or salaries, position classification, or general benefits.

2. Work activity accepted by the employee as a condition of employment, or work activity which may reasonably be expected to be a part of the job content.

3. The contents of ordinances, statutes, or established personnel policies, procedures, rules, and regulations.

4. The methods, means, and personnel by which work activities are to be carried on, including but not necessarily limited to:

   a. The provision of equipment, tools, and facilities necessary to accomplish tasks.

   b. The scheduling and distribution of manpower/personnel resources.

   c. Training and career development.

5. The hiring, promotion, transfer, assignment, and retention of employees in positions within (the Town's) service.

6. Failure to promote except where the employee can show that established promotional policies or procedures were not followed or applied fairly.

7. The relief of employees from duties, or taking action as may be necessary to carry out the duties, of (the Town) in emergencies.

8. Direction and evaluation of the work of **Town** employees.

9. Termination, layoff, demotion, or suspension from duties because of lack of work, reduction in force, or job abolition, except where such action affects an employee who has been reinstated within the previous six months as the result of the final determination of a grievance. In any grievance brought under the exception to this paragraph, the action shall be upheld upon a showing by (the Town) that:

   a. There was a valid business reason for the action, and

   b. the employee was notified of the reason in writing prior to the effective date of the action.

**II. <u>Coverage of Personnel</u>**

A. Except as noted below, all non-probationary full-time and part-time employees are eligible to file grievances under this procedure. The following are the exceptions:

1. Key officials of (the Town). For purposes of this procedure, a key official is defined as the head of any separate **Town** department.

2. Members of boards and commissions.

3. Employees whose terms of employment are limited by law.

4. Officials and employees who serve at the will or pleasure of an appointing authority.

5. Appointees of elected individuals or elected groups.

6. Probationary employees in matters concerning their dismissal. Probationary employees may, however, use this procedure for complaints or disputes other than dismissals that are determined to be grievable.

7. Temporary, limited term, and seasonal employees.

8. Law enforcement officers as defined in Chapter 10.1 (§2.1-116.1, et seq.) of Title 2.1 of the Code of Virginia whose grievance is subject to the provisions of Chapter 10.1 and who have elected to proceed pursuant to those provisions in the resolution of their grievance, or any other employee electing to proceed pursuant to any other existing procedure in the resolution of his grievance.

B. **The Town Manager** shall determine the officers and employees (by position) excluded from this grievance procedure and shall maintain a list of such excluded positions.

## III. Operation of the Grievance Procedure

A. Step 1. An employee who believes he has a grievance and wishes to utilize this procedure shall discuss the grievance informally with his immediate supervisor within twenty calendar days of the occurrence of the incident giving rise to the grievance or within twenty calendar days following the time when the employee reasonably should have gained knowledge of its occurrence. A response to the grievance shall be communicated, either orally or in writing, to the grievant within ten calendar days.

**Note:** If the complaint is alleging discrimination or retaliation by the immediate supervisor the grievance may be presented at Step 1 to the department head or, if there is no department head above the immediate supervisor to **the Town Manager**. If Step 1 is with **the Town Manager**, Step 2 is omitted and the written grievance is presented to **the Town Manager**. The grievance proceeds immediately to Step 3.

B. Step 2. If the grievant is not satisfied with and does not accept the Step 1 response, or if a response is not provided within the required time frame, the grievant may proceed by putting the grievance in writing on the Grievance Form which is attached to this procedure. The Grievance Form shall be delivered, by mail or in person, to the department head within ten calendar days of receipt of the supervisor's response or the deadline for that response, whichever occurs first. If the immediate supervisor is the

department head, the written grievance should be presented to **the Town Manager** and it will proceed as if it were at Step 3.

The grievant shall specify the relief that he expects to gain through the use of this procedure. The department head shall promptly meet with the grievant. Normally, the only persons who may be present at the meeting or hearing shall be the agency head, the grievant, and the appropriate witnesses. The department head shall render a written response to the grievance within ten calendar days following receipt of the completed request form with a copy of the response being sent to the manager. By mutual consent of the grievant and the department head or the grievant may skip Step 2 and proceed directly to Step 3.

C. Step 3. If the grievant does not accept the response at Step 2, or if the department head fails to respond within the required time frame, the grievant shall indicate his desire to advance the grievance to Step 3 on the Grievance Form. The Grievance Form shall be delivered by mail or in person, directly to **the Town Manager** within ten calendar days following receipt of the Step 2 response or immediately after the deadline for that response, whichever occurs first. If **the Town Manager** determines (or has previously determined) that the complaint is grievable, a meeting with the grievant, the grievant representative if there is one, a representative of the affected department and **the Town Manager** will be held within five days. Appropriate witnesses for each side and such other persons as **the Town Manager** or the grievant may want to call, may be present to offer testimony only. **The Town Manager** shall render a written response to the grievance within ten calendar days following receipt of the completed request form.

In the event that **the Town Manager** determines that the complaint, or a portion of the complaint, is not grievable, the grievant may appeal that decision to the Circuit Court as set out in Section IV (B) of this procedure.

D. Step 4. If the grievant does not accept the Step 3 written response, or if **the Town Manager** fails to respond within the required time frame, and the grievant wishes to advance to a grievance panel hearing, the grievant shall complete step 4 of the Grievance Form.

The Grievance Form shall be delivered, by mail or in person, directly to **the Town Manager** within ten calendar days following receipt of the Step 3 response or the deadline for that response, whichever occurs first. The Grievance Form shall contain the name of the person whom the grievant desires to serve on the grievance panel. The grievant shall not name a person to serve on the grievance panel unless and until the grievant has received that person's consent to do so. The grievance shall be heard by an impartial grievance panel as set out in Section VI of this procedure.

## IV. Grievability and Access

A. Grievability and access are determined by **the Town Manager** generally after the grievance reaches Step 3. Only after **the Town Manager** has determined that a complaint is grievable and/or the grievant has access to the procedure may a grievance be advanced through Steps 3 and 4. Should the question of grievability or access arise

at Step 2 the grievant or the department head may request a ruling on grievability and/or on access by **the Town Manager**. **The Town Manager** shall render a decision within (10) ten calendar days of receipt of the ruling request and shall send a copy of the decision to the grievant and the department head.

B. **The Town Manager's** decision on grievability and/or access may be appealed to the Circuit Court of the County. Such appeals shall be instituted by the grievant by filing a notice of appeal with **the Town Manager** within (10) ten calendar days from the date the grievant received the decision. Within (10) ten calendar days after the filing of the notice of appeal, **the Town Manager** or his designee shall transmit to the Clerk of the Circuit Court a copy of **the Town Manager's** decision on grievability or access to the procedure, a copy of the notice of appeal, a copy of the grievance record, and copies of all exhibits. A list of the evidence furnished to the Court shall also be furnished to the grievant. The appeal will be heard by the Court as provided by law. The decision of the Court is final and is not appealable.

**V. General Terms**

Except as otherwise noted, the following rules apply to all levels of grievance hearings.

A. Time intervals specified in Steps 1 through 4 may be extended by mutual consent of the parties.

B. When a deadline falls on a Saturday, Sunday, or **Town** holiday, the next calendar day that is not a Saturday, Sunday, or **Town** holiday shall be considered the last calendar day.

C. All grievance meeting and hearings shall be held during normal **Town** working hours unless both the grievant and **the Town Manager** should mutually agree otherwise.

D. **Town** employees who are necessary participants at grievance hearings shall not lose pay for time necessarily lost from their jobs and will not be charged leave because of their attendance at the grievance proceedings.

E. At the Step 3 meeting, the grievant, at his option, may have present, a representative of his choice. If the grievant is represented by legal counsel, (the Town) likewise has the option of being represented by counsel.

F. The use of recording devices or a court reporter is not permitted at Step 1, 2, and 3 meetings. Only Step 4 hearings may be recorded.

G. Hearings are not intended to be conducted like proceedings in court and the rules of evidence do not necessarily apply.

H. At Step 4, the grievance panel shall have the discretion to limit the attendance at the hearing of persons not having a direct interest in the hearing.

I. At the request of either party, Step 4 hearings shall be private.

J. Except in grievances involving discipline or in cases where the grievance panel determines otherwise, the grievant shall present his evidence first.

K. The grievance panel shall determine the propriety of and the weight to be given the evidence submitted.

L. Both the grievant and (the Town) may call appropriate witnesses. All witnesses, including the grievant, shall be subject to examination and cross-examination.

M. Witnesses shall be present only while actually giving testimony and shall otherwise be excluded from the room.

N. The grievant shall not be entitled to financially recover more than that which he has lost; the grievant's costs are not to be assessed against (the Town).

O. Where a grievant has obtained partial relief at one level of this grievance procedure but decides to appeal to the next higher level, the filing of a request form to the next higher level shall constitute rejection of, and relinquishment of any claim to, any and all relief granted at the previous level.

P. Each party shall bear the costs and expenses, if any, of his legal counsel or representative.

## VI. Rules Concerning Grievance Panels and Panel Hearings

### A. Selection of Grievance Panel.

1. Within five calendar days of receipt of the Step 4 request form, **the Town Manager** shall appoint a member to serve on a grievance panel. The member selected by the grievant and the member selected by **the Town Manager** shall then select a third member.

2. If the panel member appointed by the grievant and the panel member appointed by **the Town Manager** or his designee cannot agree upon a third panel member within 20 calendar days of (the Town's) receipt of the selection of the first two panel members, then the chief judge of the Circuit Court shall choose an impartial, third panel member. The third panel member shall act as chair of the panel.

### B. Eligibility to Serve on Grievance Panel.

The panel shall not be composed of any persons having direct involvement with the grievance being heard by the panel, or with the complaint or dispute, giving rise to the grievance. Managers who are in a direct line of supervision of a grievant, persons residing in the same household as the grievant, and the following relatives of a

participant in the grievance process or a participant's spouse are prohibited from serving as panel members: spouse, parent, child, descendants of a child, sibling, niece, nephew, and first cousin. No attorney having direct involvement with the subject matter of the grievance, nor a partner, associate, employee, or co-employee of the attorney shall serve as a panel member.

The following rules apply to Step 4 grievance panels and the conduct of Step 4 grievance panel hearings:

1. The grievant shall bear the reasonable costs and expenses, if any, of his panel member.

2. (The Town) shall bear the reasonable costs and expenses, if any, of its panel member and those of the third panel member unless the grievant objects. Upon objection, the reasonable costs and expenses of the third panel member shall be shared equally between (the Town) and the grievant.

3. No person shall receive any compensation, whether monetary or otherwise, for his time in serving as a member of a grievance panel. Notwithstanding this prohibition, a Town employee serving as a member of a grievance panel may receive his usual Town salary for the period he serves on such a panel.

4. The panel shall promptly set the date, time, and location for hearing the grievance and shall notify the parties.

5. (The Town) shall provide the panel with copies of the grievance record prior to the hearing, and shall provide the grievant with a list of the documents furnished to the panel.

6. Each party shall furnish to the other with copies of all documents, exhibits, and a list of witnesses it intends to use at the panel hearing seven calendar days in advance of the hearing.

7. Both the grievant and (the Town) may be represented by legal counsel or other representative at the panel hearing. Such representatives may examine, cross-examine, question, and present evidence on behalf of the grievant or (the Town) before the panel without being in violation of the provisions of Virginia Code §54.1-3904.

8. The panel shall have the authority to determine the admissibility of evidence without regard to the burden of proof so long as a full and equal opportunity is afforded to all parties for the presentation of their evidence. (The Town) shall present its evidence first in grievances challenging a disciplinary action and shall have the burden of persuasion on such issue.

9. All evidence shall be presented in the presence of the panel and the parties except by mutual consent of the parties.

10. The decision of the panel should be rendered as soon as possible, but, in any case, not later than five calendar days following the conclusion of the hearing.

11. The panel shall have the authority, if it finds (based on the greater weight of the evidence) that the grievant has been denied a benefit or wrongly disciplined without just cause (where such cause is required) to reverse, reduce, or otherwise modify such action and, where appropriate, to order the reinstatement of such employee to his former position with back pay.

    a. Back pay shall not exceed pay for time actually lost or paid leave required to be taken due to such suspension or discharge, in an amount the panel believes equitable up to the amount of actual loss.

    b. Any award of back pay shall be offset by interim earnings the grievant earned during the period of separation.

    c. The panel also has the power to sustain, modify, or reverse (the Town's) action.

12. The panel shall not have authority to do any of the following:

    a. Formulate policies or procedures.

    b. Alter existing policies or procedures.

    c. Circumscribe or modify the rights afforded the parties in this procedure.

    d. Grant relief greater than that which the grievant has requested in the request form.

13. The majority decision of the panel, acting within the scope of its authority, shall be final and binding, subject to existing policies, procedures, and law.

14. The question of whether the relief granted by a panel is consistent with written policy shall be determined by **the Town Manager** or his designee, unless **the Town Manager** or his designee has a direct personal involvement with the event or events giving rise to the grievance, in which case the decision shall be made by the Attorney for the Commonwealth for the County.

15. Either party may petition the Circuit Court for an order requiring implementation of the panel decision.

**VII. <u>Compliance</u>**

A. Except as noted in paragraph VII(B), after the initial submission of the grievance to the immediate supervisor, the failure of either party to comply with all substantial procedural requirements of this procedure without just cause shall result in a decision in favor of the other party on any grievable issue, provided the party not in compliance fails to correct the noncompliance within five work days of receipt of written notification by the other party of the noncompliance. Such written notification by the grievant shall be made directly to **the Town Manager**.

B. If one of the management respondents in Steps 1, 2, or 3 does not respond to the grievance, the grievant at his option may move the grievance to the next level by submitting it without the response to the next Step or the grievant can provide **the Town Manager** notice of the non-compliance as set forth in paragraph VII (A).

**The Town Manager** shall determine compliance issues. Compliance determinations made by **the Town Manager** or his designee shall be subject to judicial review, which shall be initiated by the grievant filing a petition with the Circuit Court of the County within (30) thirty calendar days of the compliance determination.

**The following <u>must</u> be included in any municipal's grievance procedure pursuant to the Firefighters and Emergency Medical Technicians Procedural Guarantee Act (§§9.01-300 through 9.1-304 of the *Code of Virginia*, 1950 as amended):**

**<u>Definitions</u>**

"*Emergency medical technician"* means any person who is employed solely within the fire department or public safety department of an employing agency as a full-time emergency medical technician whose primary responsibility is the provision of emergency care to the sick and injured, using either basic or advanced techniques. Emergency medical technicians may also provide fire protection services and assist in the enforcement of the fire prevention code.

*"Employing agency"* means any municipality of the commonwealth or any political subdivision thereof, including authorities and special districts, which employs firefighters and emergency medical technicians.

"*Firefighter"* means any person who is employed solely within the fire department or public safety department of an employing agency as a full-time firefighter whose primary responsibility is the prevention and extinguishment of fires, the protection of life and property, and the enforcement of local and state fire prevention codes and laws pertaining to the prevention and control of fires.

*"Interrogation"* means any questioning of a formal nature that could lead to the dismissal, demotion, or suspension for punitive reasons of a firefighter or emergency medical technician.

**<u>Conduct of Interrogation</u>**

Whenever a firefighter or emergency medical technician is subjected to an interrogation that could lead to his/her dismissal, demotion, or suspension for punitive reasons:

The interrogation shall take place at the facility where the investigating officer is assigned, or at the facility that has jurisdiction over the place where the incident under investigation allegedly occurred, as designated by the investigating officer.

Before the interrogation may take place, the firefighter or emergency medical technician shall be given written notice of sufficient detail of the investigation in order to reasonably apprise the firefighter or emergency medical technician of the nature of the investigation.

Interrogations can only be conducted at a reasonable time of day, unless the matters being investigated are of such a nature that immediate action is required, and shall be of reasonable duration with permitted reasonable periods for rest and personal necessities. The use of offensive language or offers of incentive is prohibited during the interrogation.

The firefighter or emergency medical technician must be advised of the name, rank, and unit or command of the officer in charge of the investigation, the interrogators, and all persons present during any interrogation.

The interrogation may be recorded; however, if a recording or transcript of the interrogation is made, the firefighter or emergency medical technician is entitled to a copy of said recording or transcript without charge.

No firefighter or emergency medical technician may be retaliated against or threatened retaliation for his/her exercise of any rights granted or protected herein.

**Breach of Procedures**

If any of the above procedures are breached, evidence obtained during the interrogation shall not be excluded from being presented in any case against the firefighter or emergency medical technician and is not grounds for the dismissal of charges, unless the firefighter or emergency medical technician demonstrates that the breach prejudiced his/her case.

**Informal Counseling not Prohibited**

The informal counseling of a firefighter or emergency medical technician by a supervisor is not prohibited when it is in reference to a minor infraction of policy or procedure that does not result in disciplinary action being taken against the firefighter or emergency medical technician.

**Rights Nonexclusive**

The aforementioned rights of the firefighter or emergency medical technician shall not be construed to diminish the rights and privileges of firefighters or emergency medical technicians that are guaranteed to all citizens by the Constitution and laws of the United States and the Commonwealth of Virginia or limit the granting of broader rights by other law, ordinance, or rule.

The aforementioned rights shall not abridge or expand the rights of firefighters or emergency medical technicians to bring civil suits for injuries suffered in the course of their employment as recognized by the courts, nor are it designed to abrogate any common law or statutory limitation on the rights of recovery.

**The following must be included in any municipality's grievance procedure pursuant to the "*Law-Enforcement Officer's Procedural Guarantees Act,"* hereafter referred to as *"LEOPGA"* (§§9.1-500 through 9.1-507 of the Code of Virginia, 1950 as amended):**

**DEFINITIONS**

"*Agency"* means the Department of State Police, the Division of Capitol Police, the Virginia Marine Resources Commission, the Virginia Port Authority, the Department of Game and Inland Fisheries, the Department of Alcoholic Beverage Control, the Department of Conservation and Recreation, or the Department of Motor Vehicles; or the political subdivision or the campus police department of any public institution of higher education of the Commonwealth employing the law-enforcement officer.

*"Law-Enforcement Officer"* means any person, other than a Chief of Police or the Superintendent of the Department of State Police, who, in his official capacity, is (i) authorized by law to make arrests and (ii) a non-probationary officer of one of the following agencies:

a. The Department of State Police, the Division of Capitol Police, the Virginia Marine Resources Commission, the Virginia Port Authority, the Department of Game and Inland Fisheries, the Department of Alcoholic Beverage Control, the Department of Motor Vehicles, or the Department of Conservation and Recreation;

b. The police department, bureau or force of any political subdivision or the campus police department of any public institution of higher education of the Commonwealth where such department, bureau or force has ten or more law-enforcement officers; or

c. Any conservation police officer as defined in §9.1-101.

For the purposes of this chapter, "law-enforcement officer" shall not include the sheriff's department of any city or county. The rights accorded law-enforcement officers in this chapter are minimum rights and all agencies shall adopt grievance procedures that are consistent with this chapter. However, an agency may provide for additional rights of law-enforcement officers in its grievance procedure. This chapter does not prohibit the informal counseling of a law-enforcement officer by a supervisor in reference to a minor infraction of policy or procedure, which does not result in disciplinary action being taken against the law-enforcement officer.

**Conduct of Investigation**

The LEOPGA specifies that whenever a law-enforcement officer is the subject of an investigation by an agency, and the focus of the investigation concerns matters, which could lead to the dismissal, demotion, suspension or transfer for punitive reasons:

- The officer shall be questioned at a reasonable time and place as designated by the investigating officer, preferably when the officer under investigation is on duty and at one of the following locations: office of the command of the investigating officer; or the office of the local precinct or unit of the officer being investigated, unless the matters being investigated are of such a nature that requires immediate action.

- Prior to the officer being questioned, he shall be informed of (i) the name and rank of the investigating officer and of any individual to be present during the questioning and (ii) the nature of the investigation.
- If a blood or urine specimen is taken from a law-enforcement officer for the purpose of determining whether the officer has used drugs or alcohol, the specimen shall be divided and placed into two separate containers. One container shall be tested while the other is held in a proper manner, to preserve the specimen, by the facility collecting or testing the specimen. Should the first specimen test positive, the law-enforcement officer shall have the right to have the second specimen tested by an independent laboratory of his choice (pursuant to §§18.2-268.1 through 18.2-268.1); the laboratory chosen by the officer must be accredited or certified by one or more of the following bodies: the American Society of Crime Laboratory Directors/Laboratory Accreditation Board (ASCLD/LAB), the College of American Pathologists (CAP), the United States Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA), or the American Board of Forensic Toxicology (ABFT). The officer shall notify the chief of his agency in writing of his request within 10 days of being notified of positive specimen results.

**Notice of charges; response; election to proceed under grievance procedure of local governing body**

Prior to dismissing, demoting, suspending without pay, or transferring for punitive reasons, the following rights shall be afforded the law-enforcement officer:

- Notified in writing of all charges, the basis therefore, and the action which may be taken;
- Given an opportunity, within a reasonable time limit after the date of the written notice provided above, respond orally and in writing to the charges. The time limit shall be determined by the agency, but in no event shall it be less than five calendar days unless agreed to by the law-enforcement officer;
- The law-enforcement officer may be assisted by counsel at his own expense; and
- Given written notification of his right to initiate a grievance under the grievance procedure established by the local governing body pursuant to §§15.2-1506 and 15.2-1507. A copy of this grievance procedure must be provided upon his request.
- A law-enforcement officer may proceed under either the local governing body's grievance procedure or the LEOPGA, but not both.

**Personal assets of officers**

No law-enforcement officer shall be required or requested to disclose any item of his property, income, assets, source of income, debts, or personal or domestic expenditures, including those of any member of his family or household, unless (i) such information is necessary in investigating a possible conflict of interest with respect to the performance of his official duties (ii) such disclosure is required by law, or (iii) such information is related to an investigation. Nothing in this section shall preclude an agency from requiring the law-enforcement officer to disclose any place of off-duty employment where he may be contacted.

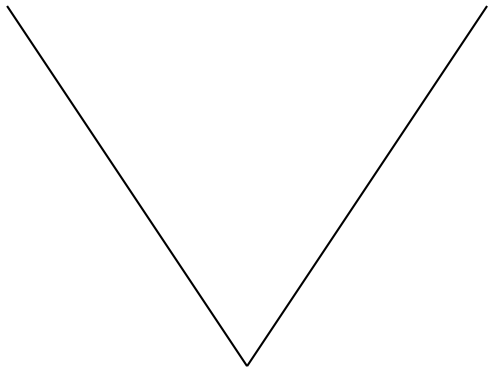
**Hearing; hearing panel recommendations**

Whenever a law-enforcement officer is dismissed, demoted, suspended or transferred for punitive reasons, he may, within a reasonable amount of time (as set by the agency) following such action, request a hearing. If the law-enforcement officer makes a timely request, a hearing shall be held within a reasonable amount of time (as set by the agency). This hearing shall not be set later than fourteen calendar days following the date of the request unless agreed upon by the law-enforcement officer. The law-enforcement officer and the agency will have the opportunity to present evidence, examine, and cross-examine witnesses. The law-enforcement officer can be represented by counsel unless the officer and agency are afforded, by regulation, the right to counsel in a subsequent de novo (new) hearing.

The Grievant and the Agency head are both allowed to pick one panel member.

*Grievant-one member from within the agency*

*Agency head-one member of equal rank to, but no more than two ranks above, the grievant*



*These two panel members then pick one member from within the agency*

*If the two appointed members cannot agree upon a third member, then the Chief Judge of the judicial circuit wherein the grievant's duty station lies, will choose the third party.

The hearing panel may, and on the request of either the law-enforcement officer or his agency shall, issue subpoenas requiring the testimony of witnesses who have refused or failed to appear at the hearing. The hearing panel shall rule on the admissibility of the evidence. A record shall be made of the hearing.

At the discretion of the agency, it may, in lieu of complying with §9.1-502 give the law-enforcement officer a statement, in writing, of the charges, the basis therefore, the action which may be taken, and provide a hearing as provided for in this section prior to dismissing, demoting, suspending or transferring for punitive reasons the law-enforcement officer. Any recommendations of the hearing panel and the reasons therefore, shall be in writing and transmitted promptly to the law-enforcement officer or his attorney and the agency head. Such recommendations shall be advisory only, but shall be given significant weight.

**Immediate suspension**

Nothing in this chapter shall prevent the immediate suspension without pay of any law-enforcement officer whose continued presence on the job is deemed to be a substantial and immediate threat to the welfare of his agency or the public, nor shall anything in this chapter prevent the suspension of a law-enforcement officer for refusing to obey a direct order issued in conformance with the agency's written and disseminated regulations. In such a case, the law-enforcement officer shall, upon request, be afforded the rights provided for under this chapter within a reasonable amount of time set by the agency.

## Grievance Hearing Form

- **Please type or print** -

_____ _____
Name of Grievant Job Title

_____ _____
Department Telephone Number(s)

**Step 2 – Department Head Meeting:** To be completed by the grievant at Step 2 only and filed with the grievant's department with a copy sent to the Manager.

1. Date of the incident-giving rise to this grievance. _____

2. Date of the grievant's first awareness of the incident. _____

3. Have you had a Step 1 informal hearing with your immediate supervisor?

   ___Yes ___No (check one)

4. If yes, when? _____

5. Person(s) against whom this grievance is directed. _____-

   _____

   _____

   _____

6. Specify the incident that resulted in this grievance. (Use separate sheets if necessary)

   _____

   _____

7. Specify the policy(ies), rule(s), or regulation(s) at issue. (Use separate sheets if necessary)

   _____

_____

_____

8. Specify why the action taken was not proper. (Use separate sheets if necessary)

_____

_____

_____

_____

9. Specify the relief sought. (Use separate sheets if necessary)

_____

_____

_____

_____ _____

Signature of Grievant Date Submitted

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

**Department Head Response:**

_____

_____

_____

_____ _____

Signature of Departmental Head and Date Date Grievance Was Received

**********

***Request for Step 3 –Town Manager Meeting:** To be completed by the Grievant at Step 3 only and filed directly with the Manager's office.

I wish to have my grievance heard at the Step 3 (Town Manager) level. I understand that, by requesting to have my grievance heard at Step 3, I am giving up the relief, if any, that was awarded to me at Step 2.

_____ _____ Signature of Grievant Date Submitted

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

**Town Manager Response:**

_____

_____

_____

_____ _____

Signature of Town Manager and Date Date Grievance Was Received

**********
*

**Request for Step 4 – Grievance Panel Hearing:** To be completed by the grievant at Step 4 only and filed directly with the Town Manager.

1. I wish to have my grievance heard at the Step 4 (grievance panel) level. I understand that, by requesting to have my grievance heard at Step 4, I am giving up the relief, if any, that was awarded to me at Step 3.

2. Name of grievant's panel member: _____

Address: _____

_____

Telephone Number: (Home) _____

(Work) _____

_____ _____

Signature of Grievant Date Submitted

## Town Panel Member

Name of Town's panel member: _____

Address: _____

_____

Telephone Number: (Home) _____

(Work) _____

# PARKS AND RECREATION COMMITTEE

# Parks and Recreation Operation Update

**April 2017**

| Park Facilities Event Listing | | | |
|---|---|---|---|
| **Day** | **Date** | **Event Type** | **Location** |
| Mon | Mar 27 | Committee Meetings | Smithfield Center |
| Tue | Mar 28 | Committee Meetings | Smithfield Center |
| | | Chamber Student Leadership Graduation | Smithfield Center |
| Wed | Mar 29 | Commercial Pesticide Recertification Course | Smithfield Center |
| | | Staff Meeting | Smithfield Center |
| Thu | Mar 30 | Business Meeting | Smithfield Center |
| Sat | Apr 1 | Women's Club Flea Market | Smithfield Center |
| Tue | Apr 4 | WCFB Meeting | Smithfield Center |
| | | Town Council | Smithfield Center |
| Wed | Apr 5 | Hardy Elementary School Dance | Smithfield Center |
| Thu | Apr 6 | National Wild Turkey Federation Banquet | Smithfield Center |
| Sat | Apr 8 | Wedding Reception | Smithfield Center |
| | | Wine & Brew Festival | Windsor Castle Park |
| Tue | Apr 11 | WC Capital Campaign Meeting | Smithfield Center |
| | | Planning Commission | Smithfield Center |
| Wed | Apr 12 | WC Restoration Committee | Smithfield Center |
| Fri | Apr 14 | Business Meeting | Smithfield Center |
| Mon | Apr 17 | Hokies Banquet | Smithfield Center |
| Tue | Apr 18 | Schoolhouse Committee Meeting | Smithfield Center |
| | | Crimeline Meeting | Smithfield Center |
| | | Council Budget Worksession | Smithfield Center |
| | | BHA&R | Smithfield Center |
| Wed | Apr 19 | Smithfield Youth Wrestling Banquet | Smithfield Center |
| Thu | Apr 20 | Smithfield Women's Club Meeting | Smithfield Center |
| Fri | Apr 21 | Fire Department Truck Class | Smithfield Center |
| **Upcoming Special Events** | | | |
| Mon | May 1 | IOW TRIAD Conference for Seniors | Smithfield Center |
| Fri | May 12 | Windsor Castle Park Lovers Party | Smithfield Center |
| Sun | May 21 | Main Street Mile | Main Street |
| Sat | May 27 | Smithfield Challenge Bike Event | Windsor Castle Park |
| Mon | May 29 | Memorial Day Service | Veterans Memorial |

## Windsor Castle Park

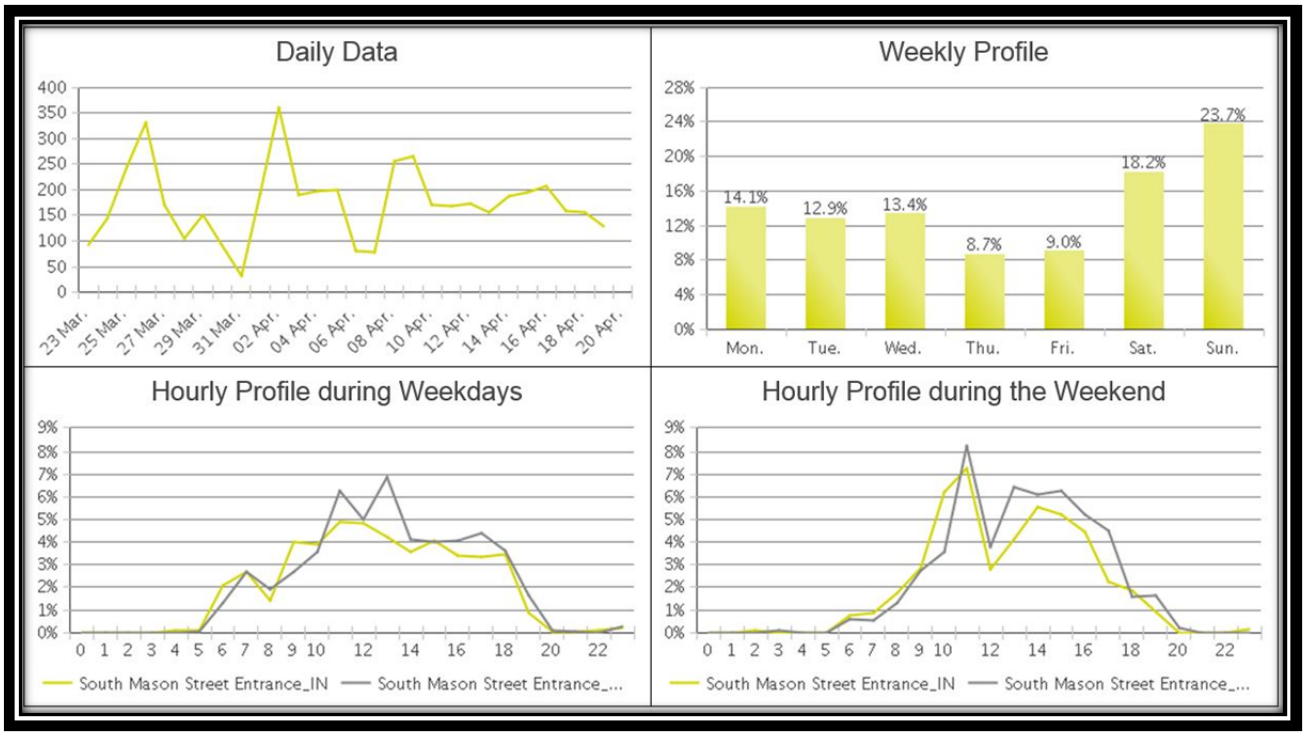
**Manor House Restoration Project**

Historical tours of the Manor House property will take place on the following dates:
2 p.m. Saturday, April 29
2 p.m. Saturday, June 10
2 p.m. Saturday, Sept. 9

# Parks and Recreation Operation Update

**April 2017**

| Eco Counter Data from Mason Street Entrance | | | |
|---|---|---|---|
| Daily Average: 175 | | Busiest Day of the Week: Sunday | |
| Busiest Days | Sunday, April 02<br>360 | Sunday, March 26<br>330 | Sunday, April 09<br>264 |



# 2017 Town of Smithfield Open to Public Events (on town properties)

| Street Closures | Event Date | Times<br>Location<br>Type of Event<br>Attendance | Event Name | Town Services<br>PD Required | PW Required | Public Restrooms |
|---|---|---|---|---|---|---|
| Town Streets | 1/14/2017 | Sat 9 A-5 P | **BOB Festival** | PD | PW | |
| | | WC Riverfront | Smithfield VA Events-Gina Ippilito | | | |
| | | 8K & Festival | 869-0664 | | | |
| | | 2000 p | gina@smithfieldvaevents.com | | | |
| | 1/13/2018 | Sat 10 A-5 P | **Smithfield Station Parking Lot Assist** | PD | | |
| | | Station Parking Lot | Smithfield Station Parking Lot Assist | | | |
| | | Office Request | Randy Pack | | | |
| | | | randy.pack@smithfieldstation.com | | | |
| | 1/15/2017 | Sun 2p-5 p<br>Smithfield Center<br>Community<br>250 p | **MLK Program** | | | |
| | 2/12/2017 | 3 P-6:30 P<br>Smithfield Center<br>Fundraiser<br>200 p | **Sweetheart Banquet** | | | |
| | 2/18/2017 | Sat 7 P-11 P<br>Smithfield Center<br>Fundraiser<br>250 p | **CASA Gala** | PD | | |
| | 2/26/2017 | Sun 2 p-4 P<br>Smithfield Center<br>Community<br>100 p | **Black History Month Program** | | | |
| | 3/11/2017 | Sat 5:30 P-9:30 P<br>Smithfield Center<br>Fundraiser<br>350 p | **IOW Academy Gala** | PD | | |
| Traffic Assist | 3/25/2017 | Sat -10 A-2:30 P | **YMCA Triathlon** | PD | | |
| | | Town Streets | Virginia-Maryland -Greg Hawkins | | | |
| | | Race | 336-577-2801 | | | |
| | | 500 | Greg Hawkins <greg.hawkins@vtsmts.com> | | | |
| | 4/1/2017 | Sat 9 AM-2 PM<br>Smithfield Center<br>Flea Market<br>500 p | **Women's Club Flea Market**<br>Connie Chapman | | | |
| Jericho Road | 4/8/2017 | Sat 11 A-5 P | **Wine Fest** | PD | PW | |
| | | WC Riverfront | Smithfield VA Events-Gina Ippilito | | | |
| | | Festival | 869-0664 | | | |
| | | 2500 ppl | gina@smithfieldvaevents.com | | | |
| | 4/8/2017 | Sat 9 A-9 P | **Smithfield Station Parking Lot Assist** | PD | | |
| | | Station Parking Lot | Smithfield Station -Randy Pack | | | |
| | | Officer Request | randy.pack@smithfieldstation.com | | | |
| | | | | | | |

# 2017 Town of Smithfield Open to Public Events (on town properties)

| Street Closures | Event Date | Times<br>Location<br>Type of Event<br>Attendance | Event Name | Town Services<br>PD Required | PW Required | Public Restrooms |
|---|---|---|---|---|---|---|
| | 4/29/2017 | Sat 8 P-12 P<br>Smithfield Center<br>Prom<br>200 p | **Windsor Prom** | | | |
| | 5/1/2017 | Mon 8 A-2 P<br>Smithfield Center<br>Senior Community<br>350 p | **TRIAD** | **PD** | | |
| | 5/6/2017 | Sat 8 A-12 P | **Optimist 5K** | | | |
| | | WC Courtyard | Mike Murphy | | | |
| | | Race | 757-660-7151 | | | |
| | | 300 p | memurph1126@gmail.com | | | |
| | 5/12/2017 | Fri 8 P-12 P<br>Smithfield Center<br>Gala<br>300 p | **WCFB Suitcase Party** | **PD** | | |
| | 5/20/2017 | Sat 8 P-12 P<br>Smithfield Center<br>Prom<br>350 p | **Smithfield Prom** | **PD** | | |
| Traffic Assist | 5/21/2017 | Sun 8 Am-10 AM | **Main Street Mile** | **PD** | | |
| | | Main Street | Lee Duncan | | | |
| | | Race | 757-298-3839 | | | |
| | | 300 p | wharfhillbrewingco@gmail.com | | | |
| Traffic Assist | 5/27/2017 | Sat 8 A-2 P | **Smithfield Challenge** | **PD** | | |
| | | WC Courtyard & Streets | Sharon Bochman | | | |
| | | Bike Race | | | | |
| | | 300 p | | | | |
| Traffic Assist | 5/29/2017 | 11 A-12 P | **Memorial Day Service** | **PD** | | |
| | | Veterans Memorial | | | | |
| | | Community | | | | |
| | | 150 p | | | | |
| | 6/2/2017 | Fri 8 P-12 P<br>Smithfield Center<br>Prom<br>350 p | **Kings Fork Prom** | **PD** | | |
| | 6/3/2017 | Sat 7 A-11 A | **Clean the Bay Day** | | | |
| | | Kayak Launch & Cypress | WCFB -Kelly Davis | | | |
| | | Community Cleanup | | | | |
| | | 20 p | kellyb413@hotmail.com | | | |
| Traffic Assist | 6/3/2017 | Sat 9 A-5 P | **Multiple Sclerosis Bike Event** | **PD** | | |
| | | WC Courtyard & Streets | MS Group-Karla McCarraher | | | |
| | | Bike Race | 757-319-4253 | | | |
| | | 1000 p | Karla.McCarraher@nmss.org | | | |
| Main Street | 6/24/2017 | Sat 9 A-5 P | **Olden Days and Car Show** | **PD** | **PW** | **Restrooms** |
| | | Main Street | Terry Rhinier/ Elizabeth Moose | | | |
| | | Festival | 814-5170 | | | |
| | | 4000 p | terry.rhinier@iwus.net | | | |

# 2017 Town of Smithfield Open to Public Events (on town properties)

| Street Closures | Event Date | Times<br>Location<br>Type of Event<br>Attendance | Event Name | Town Services<br>PD Required | PW Required | Public Restrooms |
|---|---|---|---|---|---|---|
| Station Bridge | 7/3/2017 | Sun 9 P-9:30 P | **Town Fireworks** | PD | PW | Restrooms |
| | | Town Streets | | | | |
| | | Community | | | | |
| | | 1000 p | | | | |
| | 7/3/2017 | Sun 5 P-9 P | **Fireworks-Station Bridge Park Assist** | PD | | |
| | | Station Parking Lot | Smithfield Station-Randy Pack | | | |
| | | Office Request | 620-7700 | | | |
| | | | randy.pack@smithfieldstation.com | | | |
| | 7/15/2017 | Sat 7:30 A-10:30 A | **5 K Into the Woods Trail Series** | | | |
| | | WC Trails | Lei Dunn | | | |
| | | 5K Race | 589-1554 | | | |
| | | 100 p | 1bodyfitness@cox.net | | | |
| | 8/1/2017 | Tue 5:30 P-7:30 P | **National Night Out** | PD | | |
| | | Smithfield Center | Night Out Committee-Kurt Beach | | | |
| | | Community | 449-4849 | | | |
| | | 500 p | kbeach@smithfieldva.gov | | | |
| | 8/4-8/5/17 | Fri, Sat All Day | **Smithfield Guinea Pig BBQ Competition** | PD | | |
| | | WC Riverfront | Smithfield Foods -Jessie Corbin, Taylor Davis | | | |
| | | BBQ Competition | 760-898-3761 | | | |
| | | 500 p | jessie@ernieball.com | | | |
| | 9/30/2017 | Sat 10 AM-8 PM | **Aiken Fest** | | | |
| | | Little Theater | Jim Abicit | | | |
| | | Concert | | | | |
| | | 200 p | 880-3120 | | | |
| | 9/30/2017 | Sat 7 A-2 P | **Ruritan Car Show** | | | |
| | | Main Street | Smithfield Ruritans-Nan York | | | |
| | | Car Show | 365-9458 | | | |
| | | 200 p | nan.york@hughes.net | | | |
| Jericho Road | 10/7/2017 | Sat 11 A-9 P | **Bacon (BBB) Festival** | PD | PW | |
| | | WC Riverfront | Smitfield Events-Gina Ippilito | | | |
| | | Festival | 869-0664 | | | |
| | | 2500 p | gippolito6@aol.com | | | |
| | 10/7/2017 | Sat 10 A-5 P | **Smithfield Station Parking Lot Assist** | PD | | |
| | | Station Parking Lot | Smithfield Station Parking Lot Assist | | | |
| | | Office Request | Randy Pack | | | |
| | | | randy.pack@smithfieldstation.com | | | |
| Street Closures | 10/14/2017 | Sat 8 A-11 A | **Hog Jog** | PD | PW | |
| | | Town Streets | IOW COP -Barbara Stafford | | | |
| | | 5K Race | 757-647-4061 | | | |
| | | 1000 p | dbstaff@charter.net | | | |

# 2017 Town of Smithfield Open to Public Events (on town properties)

| Street Closures | Event Date | Times<br>Location<br>Type of Event<br>Attendance | Event Name | Town Services<br>PD Required | PW Required | Public Restrooms |
|---|---|---|---|---|---|---|
| Main Street | 10/20/2017 | Fri 4 PM | **Smithfield Homecoming Parade** | PD | PW | |
| | | Main Street | Smithfield High-Jill Gwaltney | | | |
| | | Parade | 371-3918 | | | |
| | | 100 p | jillgwaltney@gmail.com | | | |
| | 10/21/2017 | 5:30 P-9:30 P<br>Smithfield Center<br>Fundraiser<br>350 p | **IOW Schools Gala** | PD | | |
| Traffic Assist | 10/21/2017 | 9 AM-5 PM | **Smithfield Century Tour Bike Event** | PD | | |
| | | WC Riverfront | Chamber-Andy Cripps | | | |
| | | Bike Race | 357-3502 | | | |
| | | 100 p | acripps@theisle.org | | | |
| Main Street | 10/31/2017 | Mon 5 P-8 P | **Hamoween** | PD | PW | Restrooms |
| | | Main Street | | | | |
| | | Community | | | | |
| | | 2000 p | | | | |
| Traffic Assist | 11/5/2017 | Sun 2 PM-4 PM | **Wharf Hill 6 Pack 5K** | PD | | |
| | | Town Streets | Lee Duncan | | | |
| | | Race | 757-298-3839 | | | |
| | | 300 p | wharfhillbrewingco@gmail.com | | | |
| Main Street | 11/11/2017 | Sat 6 AM-4 PM | **Autumn Vintage Market** | PD | PW | Restrooms |
| | | Main Street | Farmers Market-Cheryl Ketcham | | | |
| | | Market | 375-3031 | | | |
| | | 500 p | cketcham@isleofwightus.net | | | |
| Traffic Assist | 11/11/2017 | Fri 11 AM-12 PM | **Veterans Day Ceremony** | PD | | |
| | | Vet Mem | VFW | | | |
| | | Community | | | | |
| | | 150 p | | | | |
| | 11/18/2017 | Sat 5:30 P-9:30 P<br>Smithfield Center<br>Fundraiser<br>280 p | **Festival of Trees** | PD | | |
| | 12/1/2017 | Fri 5:30 P-6:30 P | **Tree Lighting Ceremony** | PD | | |
| | | Times Gazebo | | | | |
| | | Community | | | | |
| | | 200 p | | | | |
| | 12/1/2017 | Fri, Sat, Sun<br>Smithfield Center<br>Trade Show & Home Tours<br>500 p | **Christmas in Smithfield & Antique Show** | PD | | |
| Main Street | 12/8/2017 | Fri 6 PM-9 PM | **Main Street Christmas Farmers Market** | PD | PW | Restrooms |
| | | Main Street | Farmers Market-Chery Ketcham | | | |
| | | Market | 375-3031 | | | |
| | | 5000 p | cketcham@isleofwightus.net | | | |
| | 12/9/2017 | Sat 8 A-10 A<br>Smithfield Center<br>Community<br>400 p | **Breakfast with Santa** | | | |

# 2017 Town of Smithfield Open to Public Events (on town properties)

| Street Closures | Event Date | Times<br>Location<br>Type of Event<br>Attendance | Event Name | Town Services | | |
|---|---|---|---|---|---|---|
| | | | | PD Required | PW Required | Public Restrooms |
| Town Streets | 12/9/2017 | Sat 10:30 A-12 P | **Christmas Parade** | PD | PW | Restrooms |
| | | Main Street | Tourism-Terry Rhinier | | | |
| | | Parade | 814-5170 | | | |
| | | 3000 p | terry.rhinier@iwus.net | | | |

**Windsor Castle Park**
**Smithfield, Virginia**
**Park Project Application**

In order to better serve our community, recognized non-profits, educational, community and service organizations, as well as, local government agencies, churches and charitable groups, organizations wanting to complete a project on the town property Windsor Castle Park will have to complete an application process.
This application will be presented for review to the Town Council Parks and Recreation Committee. The project must receive approval by the Parks & Recreation Committee in order to be completed.

| | |
|---|---|
| **Individual/Group Name** | **Kyle R Rutherford, Life Scout, Troop 36** |
| **Website** | **www.boyscouttroop36.org** |
| **Mailing Address** | **18006 Morgarts Beach Rd, Smithfield VA 23430** |

**Contacts**

| | | | | | |
|---|---|---|---|---|---|
| **Name** | **Kyle Rutherford** | **Cell Phone** | **757-778-1489** | **Email** | **shadowlab02@gmail.com** |
| **Name** | **Bob Rutherford** | **Cell Phone** | **757-371-9455** | **Email** | **bob.rutherford07@gmail.com** |

**Project Description**

| |
|---|
| Orienteering course will consist of two or three 4X4X5 feet marked posts for orienteers to determine their pace, seven or eight 4X4X5 feet marked and numbered posts for the training or novice orienteering course, and ten 4X4X5 feet marked and numbered posts for the completion orienteering course. The orienteering course will be similar will be similar to one set up at Prince William Forest State Park. Orienteers will use map, course, and the course description to find markers. During competitions they will be timed. The orienteering course can be on laminated paper available through the Town of Smithfield or off of the Town's website. (See detailed description attached and photo of an old marker used at Prince William Forest State Park that was removed and replaced with a new one) |
| |
| |
| |

| Proposed area of the park | Proposed date of installation | Number of estimated hours to complete project |
|---|---|---|
| **Pacing markers near the main parking lot. Training course north and west of Jericho Road. Competition Course throughout the park** | **June 1, 2017 (Install markers over the summer)** | **40 Hours. Most of these hours will involve laying out the course using map and compass** |
| **If group project participants include youth (under 18), what is the age range?** | **How long will individual/group be willing to maintain this project? (ex.** | **Number of individuals participating in project** |

**Windsor Castle Park**
**Smithfield, Virginia**
**Park Project Application**

| | | |
|---|---|---|
| | **months, year)** | |
| **I will be helped on this project by Boy Scouts of Troop 36 (Ages 11 to 18) and Adults** | **Boy Scouts of Troop 36 will continue to maintain the orienteering course** | **Approximately Ten to Fifteen Scouts and Five Adults** |
| **List Benefits of your project to the park and community (add lines if necessary):** | | |
| **Like the Orienteering Course at Prince William Forest State Park, the course can be used by middle and high school students to learn about orienteering, orienteering clubs to practice orienteering and compete against other clubs, Boy Scout Troops for learning orienteering and competing against other patrols and Troops, training for volunteer search and rescue groups, and team building for various organizations and clubs.** | | |
| | | |
| | | |

| **Material Item** | **Estimated Cost** | **Will this item remain in the park after construction?** | ***If yes include description of maintenance required and estimated cost*** **Description of Maintenance** | **Estimated Cost** |
|---|---|---|---|---|
| (10) 4X4X10 PT Wood | $ 120.00 | Yes | Replace post in ten to fifteen years | $ 150 |
| (3) Gal. Paint | $ 115.00 | Yes | Repaint posts in approximately five years | $ 125 |
| | $ | | | $ |
| | $ | | | $ |
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| | $ | | | $ |
| | $ | | | $ |

| |
|---|
| **Maintenance of Project:**<br>**The town asks that all applicants consider how long they will be able to maintain the proposed project, and if and when the applicant is no longer able to do so, then the applicant is asked to consider the following:**<br>**1. Asking another person/group to take over maintenance.**<br>**2. If unable to find a group to take over maintenance, then the applicant is responsible for removing the item from the park.**<br>**Please state your plan for this process below:** |
| **Troop 36 will continue to maintain the orienteering markers. If by chance Troop 36 is no longer in existence, another Boy Scout Troop will be asked to maintain the markers.** |
| |
| |

**Does the group hold a certificate of insurance?**

| | |
|---|---|
| **Policy Number** | **MWZY309927** |
| **Name of Insurance Liability Carrier** | **MHBT, Inc.** |
| **Insurance Company Address** | **8144 Walnut Hill Ln, 16th Fl, Dallas TX, 75231** |
| **Insurance Company Phone Number** | **972-770-1600** |

I have received, read thoroughly, understand and will comply with the policies and procedures governing Windsor Castle Park Projects.

| | |
|---|---|
| **Print Name of Project Manager (must be 18 years or older to submit application)** | Robert Joseph Rutherford |

**Windsor Castle Park**
**Smithfield, Virginia**
**Park Project Application**

| | |
|---|---|
| **Date Application Completed** | April 2, 2017 |

**Attach the following documents:**

| |
|---|
| Promotional materials about organization or project |
| Project site map that shows a sketch of project and desired location in park |

**Project approval will be verified by a letter from the Town of Smithfield. Any restrictions or special guidelines listed in the approval letter must be adhered to in order to complete the project.**

# Windsor Castle Park Orienteering Courses

**Kyle Rutherford, Troop 36**

**Purpose:** Provide Orienteering Courses for orienteering clubs, students, Scouts, the military and to hold orienteering competitions.

**Scope:** Set up pacing markers and two orienteering courses. Three pacing markers would be set near the main parking lot. One would be the "0" mark and the other at "100 Feet". The markers would be used by orienteers to set their pace. A third marker may need to be placed if meters need to be set for pacing. That marker could be set at "100 Meters". Markers would be painted green at the top to distinguish them from course markers with white or black lettering. Marker locations to be approved by Isle of Wight Parks and Recreation.

The First Course would be the easier of the two courses and would be for those just learning orienteering. The course would start at the main parking lot and would consist of maybe seven markers north and west of Jericho Road. Orienteers would have about seven different routes with everyone ending back at the main parking lot. Markers would be orange at the top with white or black lettering. The first marker would be labeled "100", the second "101", the third "102", etc. All marker locations to be approved by Isle of Wight Parks and Recreation.

The Second Course would be harder and could be used for competition. The course would start at the main parking lot and would consist of maybe ten markers throughout the entire park. Orienteers would all use the same route but start about ten to fifteen minutes after one another. Orienteers would all end up back at the main parking lot. Markers would be orange at the top with white or black lettering. The first marker would be labeled "200", the second "201", the third "202, etc. All marker locations to be approved by Isle of Wight Parks and Recreation.

**Materials:** Ten 4X4X10 pressure treated posts, green, orange, and white or black paint.

**Tools:** Marker flags (to mark suggested site for permanent markers), saw (to cut posts in half), post hole diggers, shovels, paint brushes, number stencils, paper and laminate (for laminated hard copies of the courses).

**Construction:** Scouts will lay out and mark pace markers with flags using a measuring tape. Course markers will be laid out using a map, compass, and measuring wheel. A topography map of Windsor Castle Park with magnetic north will need to be obtained. Scouts will lay out the courses and mark with temporary flags. Adult leaders with orienteering experience will check directions and distances laid out by Scouts. After Isle of Wight Parks and Recreation

approves the location of markers.  Scouts will use post hole diggers and shovels to set markers 2.5 feet in the ground with 2.5 feet above the ground.

**Course Documentation:**  The pace markers, courses, and different routes will be on laminated paper and available at the Isle of Wight County Parks and Recreation office for use by orienteers and placed online on the Isle of Wight County Parks and Recreation site so orienteers can download the courses and routes themselves.

**Advertise:**  Isle of Wight County Parks and Recreation can advertise the orienteering courses on their website for use by orienteers, students, Scouts, organizations, orienteering clubs, and to hold competitions.

8
10

# Windsor Castle Park

(Proposed Orienteering Course)

Example of where markers could be placed

• Markers: Pacing markers (2 or 3)
Practice Course (100 – 106)
Competition Course (200 – 209)

295 Bendix Road, Suite 340
Virginia Beach, VA 23452
Ph. 757.533.9368

April 21, 2107

Mr. Peter Stephenson, Town Manager
TOWN OF SMITHFIELD
911 South Church Street
Smithfield, VA. 23430

**JOSEPH W. LUTER JR. SPORTS COMPLEX - PROJECT UPDATE NO 2**

Dear Mr. Stephenson,

The following is our project report on the construction activities occurring on the Joseph W. Luter Jr., Sports Complex.

RAD Sports Construction: Site Work:

The site work portion of the project continues to move forward very well and with little difficulties. The contractor, RAD Sports Construction, has demonstrated a cooperative and professional approach to their execution of the work and overall they have been pleasing to work with. The project is slightly ahead of schedule due mainly to RAD's diligent prosecution of the work and a relatively mild winter at the site.

A coordination issue between RAD's subcontracted landscape material/plant provider, their landscape architect and the Town's staff has delayed the final landscape plan from being approved. We anticipate this issue to be resolved soon and for a deductive change order to be issued to RAD reducing the amount of trees to be installed at the site.

Completed and/or current construction activities for this period:

- RAD has completed all rough grading of the athletic fields.
- RAD has installed the sewer and water lines to the street.
- RAD has installed the frames and roofs of the baseball dugouts.
- RAD has installed the two water wells for the irrigation system.
- RAD has installed the stone base for the parking lots.
- RAD has installed the electrical control panels for the Musco site lighting,

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Ph. 757.533.9368

Major tasks for the next month:

- Finalize the landscape plan.
- Install fencing and backstops.
- Complete coordination with DVP and install permanent electrical service.
- Install stone sub-base material at the main entrance into the Sports Complex.
- Install specialized infield mix at baseball fields.
- Start topsoil installation.
- Maintain construction activities in accordance with the critical path schedule.

Work Outside of the Site Contractor's Scope:

Based on quantity calculations compiled by RAD, there appears to be additional fill material on site that is not needed for construction. Together with the civil engineers, some finish grade elevations have been adjusted to utilize this material on the athletic fields and elsewhere. There will be no additional charge for this effort.

Financial Update:

| | |
|---|---|
| Original Contract Amount: | $2,578,800.00 |
| Amount of Previous Change Orders (#1 credit) | 101,633.68 |
| Current Contract Amount with Change Orders: | $2,477,166.32 |

Pending Change Order:

Change Order No. 2 in the amount of **$10,980.00** is an Owner requested addition to install electrical service from the main distribution panel to the soccer field. This would allow for electrical outlets to be provided at the soccer field for recreational use. Also, it was agreed to install an additional electrical conduit with wiring within the same underground trench from the main electrical panel to the soccer field in anticipation if the Musco lights were to be installed at a later date. After further review, it was decided that providing electrical service from this new panel at the soccer field to Irrigation Well #2 would result in substantial savings from the Building contractor, A. R. Chesson, who was to install 1,400 LF of 1" conduit and wire from the building to the well. We will issue Chesson a deductive change order to remove this work from their contract.

Potential Change Orders:

- As we reported last month, a wet area existed on the southern side of the project

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site, adjacent to Courthouse Road. The contractor, RAD, attempted to dry out the area by excavating a pit to place a pump. During the excavation they encountered an underground terra cotta drain system which, upon removing a portion of the pipe, excessive amounts of water flooded the area. RAD has since removed approximately 500 lf of underground terra cotta drain pipe, see attached picture. This potentially could be considered a "concealed condition."

- The subgrade road material under the main entrance from Courthouse Highway into the site appears to be marginally acceptable from a stability perspective. The geotechnical engineer is still evaluating but it does appear that, at a minimum, a geotechnical fabric will need to be installed and possibly an undercut operation undertaken to insure roadway stability.

Schedule Update:

- The site work portion of the project continues on schedule and we anticipate Substantial Completion to be achieved in August.

---

A.R Chesson Construction Co., Building Contract - General:

The general contractor, A. R. Chesson mobilized on site March 15 and immediately secured the necessary permits and commenced construction operations. They have quickly submitted the critical path product and data submittals necessary to maintain construction activities and have already completed installation of the building concrete foundations.

Completed and or current construction activities for this period:

- All building concrete foundations installed.
- All building CMU foundations to finish floor elevation are installed.
- Both plumbing and electrical under slab rough-ins have been installed and inspected.

Major Tasks for Next Month

- Install the concrete slab-on-grade.
- Start installing masonry bearing walls.
- Layout brick entrance wall and project sign.

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- Order Statues
- Connect to existing utilities

Financial Update:

| | |
|---|---|
| Original Contract Amount: | $637,100.00 |
| Change Orders: | 0.00 |

Potential Change Orders:

PCO #1 in the amount of **$5,035.75** is an owner requested change to replace the paper towel dispensers in the bathrooms and install electric hand dryers. This price also includes an increase in the cost of toilet accessories from the contract allowance of $1,800.00 to $2,850.34. These upgrade changes represent more durable and less maintenance required toilet room components that should be more compatible to excessive public use.

PCO #2 in the deductive amount of **($1,286.00)** is a credit for deleting the underground foundation drain system that was designed surrounding the building. Based on the favorable sandy subsoil conditions and low level of groundwater present at the building site, the engineers have recommended deletion of the drain system.

PCO #3 in the deductive amount of **($900.00)** is a credit contingent upon the Town ordering more statues.

PCO #4 in the deductive amount of **($4,200.00)** is a credit due to Colonial Webb USA Corporation donating the mechanical equipment to the project. The General Manager for Colonial Webb USA, John Whitehurst, is a local business man who contacted the Town to make a donation. After review by A. R. Chesson, they were subcontracted for the plumbing and mechanical work.

Additionally, we will be issuing a credit change order to Chesson for deleting 1,400LF of electrical conduit for Well #2.

Schedule Update:

The contractor's product data submittals are being transmitted in a timely manner and their on-site construction activities are in accordance with the approved schedule. Basically, the building project is on schedule.

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Conclusion:

RAD Sports continues to move the site work portion of the project forward with little to no issues, and their production keeps them slightly ahead of schedule. A. R. Chesson mobilized quickly into the site, has compiled with all of the contract and jurisdictional requirements and is progressing rapidly on the building construction. Both contractors appear to coordinate their work satisfactorily and work together very well.

The design team has been diligent in their responses to RFI's and construction issues along with demonstrating an efficient turn-around time on critical product submittals. VDOT has approved moving forward with the turn lane design and while we do not have an update on this activity, we have not been informed of any scheduling concerns.

At this time, we do not foresee any problems or issues that may adversely affect the timely completion of the project.

Please let me know if you have any questions or comments.

Respectfully Submitted,

B V Camden

Brian V. Camden
Program Manager

## I. CHANGE ORDER

No. 2

DATE OF ISSUANCE 06 April 2017 EFFECTIVE DATE 06 April 2017

OWNER Town of Smithfield
CONTRACTOR RAD Sports
Contract Joseph W. Luter, Jr. Sports Complex
PROJECT Site Civil Bid Package
OWNER'S Contract No. IFB #16-09 ENGINEER'S Contract No. 116499011
ENGINEER Kimley-Horn and Associates, Inc.

You are directed to make the following owner requested changes in the Contract Documents:

Description: Install electric service with outlets near the existing soccer/football field in a location directed by the Owner. Install all power connections and wiring for well #2 (1" diameter PVC conduit and #6 wiring).

Reason for Change Order: Owner requested

Attachments: PCO from RAD Corp.____

| CHANGE IN CONTRACT PRICE: | CHANGE IN CONTRACT TIMES: |
|---|---|
| Original Contract Price<br>$ 2,578,800.00 | Original Contract Times:<br>Final Completion: 300<br>(Days or dates) |
| Net Increase (Decrease) from previous Change Orders No. 1 to 1:<br>$ (101,633.68)<br><br>Contract Price prior to this Change Order:<br>$ 2,477,166.32<br><br>Net (decrease) of this Change Order:<br>$ 10,980.00 | Net change from previous Change Orders No. 1 to No. 1<br>Final Completion: 300<br>(Days)<br>Contract Times prior to this Change Order:<br>Final Completion: 300<br>(Days or dates)<br>Net increase (decrease) of this Change Order:<br>Final Completion: 0<br>(Days) |
| Contract Price with all approved Change Orders:<br>$ 2,488,146.32 | Contract Times with all approved Change Orders:<br>Final Completion: 300<br>(Days or dates) |

| RECOMMENDED: | APPROVED: | ACCEPTED: |
|---|---|---|
| By: ENGINEER(Authorized Signature) | By: OWNER(Authorized Signature) | By: CONTRACTOR(Authorized Signature) |
| Date: 4/6/17 | Date: | Date: |

**R.A.D. Corp**
**171 VFW Drive**
**Rockland, MA 02370**
**Ph: 781-871-4400**
**Fx: 781-878-1161**

# Proposed Change Order

Order#: 16954-02

Order Date: 03/28/2017

**To:** Town of Smithfield
P.O Box 246
Smithfield VA 23431

**Project:** 16954
Joseph W. Luter, Jr Sports Com
Courthouse Highway
Smithfield VA 23431

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached ☐

**Ordered By:** 50 James Doherty **Customer Order:** 16954

Specifications Attached ☐

| Description of Work | Amount |
|---|---|
| Supply install service FB | 8,970.00 |
| ; | |
| Wire well #2 | 2,010.00 |

**Notes**

Brian and Jamie

Here is the pricing to supply and install electric service with with outlets per request @ project meeting

Please note that this new service will have everything needed if there is ever a thought of adding Musco lighting @ football and baseball field as per original design.

This PCO #2 also includes all power connections and wiring for well #2 and you should be able to get credit from building GC for 1400 'lf of trenching , 1:" PVC and #6 wiring for well that is part of building scope of work.

Please review and advise

Thank you

Negative changes will lower the overall contract price requiring no additional payment by owner.

**Requested Amount of Change** **10,980.00**

| | |
|---|---|
| The original Contract Sum was | 2,578,800.00 |
| Net change by previous Change Orders | -101,633.68 |
| The Contract Sum prior to this Change Order | 2,477,166.32 |
| The Contract Sum will be changed by this Change Order | 10,980.00 |
| The new Contract Sum including this Change Order will be | 2,488,146.32 |
| The Contract Time will be changed by | 0 Days |

Owner: _____ Date: _____

Contractor: R.A.D Corp James P. Doherty Date: 3-28-17

# PUBLIC BUILDINGS & WELFARE COMMITTEE

# Pinewood Heights Relocation Project Updates

# PERMANENT RELOCATION MONTHLY PROGRESS REPORT FOR APRIL 2017

Locality: Smithfield Town  Contract #: 15-10  Prepared by: Michael Paul Dodson
Project Name: Pinewood Heights Phase 3  Date: April 20, 2017

| FINANCIALS | | | |
|---|---|---|---|
| CDBG Contract Amount: | $1,000,000 | Local Leverage Amount: | $1,323,335 |
| CDBG Amount Obligated: | $ 921,500 | Local Leverage Amount Obligated: | $ 927,000 |
| CDBG Amount Expended: | $ 814,827 | Local Leverage Amount Expended: | $ 795,752 |

| CUMULATIVE RELOCATION PROGRESS | | | |
|---|---|---|---|
| # of appraisals done? | 16 of 18 | # of homeownership counseling done? | 17 of 18 |
| # of homes acquired? | 13 of 18 | # of housing inspections done? | 15 of 18 |
| # of vacant lots acquired? | 1 of 2 | # of owner-occupied relocations done? | 5 of 5 |
| # of demolitions done? | 0 of 18 | # of market-rate relocations done? | 6 of 9 |
| Clearance completed? | 0 of 18 | # of Section 8 relocations done? | 2 of 4 |

## ADMINISTRATIVE ACTIVITY

**Date Project Sign Erected:** 11/ 30/ 2015  **Date of last Management Team meeting:** 01/10/2017

**Date annual Project Area Clean-Up Session done:** 11/ 28/ 2015

**Date annual Fair Housing activity done:** 06/ 30/ 2016  **TA Site Visit Requested:** _____ **Yes** X **No**

**Is project on schedule as shown in timeline?** ☒ **Yes** ☐ **No** **If no, update will be uploaded by**: _____/ _____/ _____

**Is the project proceeding within budget?** ☒ **Yes** ☐ **No** **If no, update will be uploaded by:** _____/ _____/ _____

**Status:** What project activities will occur in next 60 days? Will they be completed on time? Are problems anticipated or occurring? Notice to Purchase and Relocation First notice letters sent to all resident/owners except 22 Jamestown. Appraisals and RA have been competed for all homes except 22 & 24 Jamestown and one vacant lot. Applications have been received and being processed for all residents except 22 Jamestown Avenue. Owners at 21, 23, 33, 36, and 38 Jamestown have sold their homes and relocated. The owners of the rental at 34 Jamestown have sold their property. Rentals families at 25, 27A, 28A, 28B, 31, 32, 34, and 35 Jamestown have relocated. We are working with four other tenants of their relocation. The Town has also closed the rental properties at 27A, 27B, 28A, 28B, 31, and 34 Jamestown. Counter offers have been accepted on 25 and 32 Jamestown so that they can be acquired. Demolition is under way for 28A/B and 33/34 Jamestown.

**Are problems anticipated?** None  **Other comments**: None
**Project Specific Products:**

**Owner-Occupied Acquisition** *(Goal=5)*

Owner Occupied Homes

1) 21 Jamestown 2) 23 Jamestown 3) 33 Jamestown 4) 36 Jamestown 5) 38 Jamestown

Preliminary Acquisition Letters Sent 5

1) 21 Jamestown 2) 23 Jamestown 3) 33 Jamestown 4) 36 Jamestown 5) 38 Jamestown

Appraisals Completed 5

1) 21 Jamestown 2) 23 Jamestown 3) 33 Jamestown 4) 36 Jamestown 5) 38 Jamestown

Review Appraisals Completed 5

1) 21 Jamestown 2) 23 Jamestown 3) 33 Jamestown 4) 36 Jamestown 5) 38 Jamestown

Offer to Purchase Letters Sent 5

1) 21 Jamestown 2) 23 Jamestown 3) 33 Jamestown 4) 36 Jamestown 5) 38 Jamestown

Offers Accepted 5

1) 21 Jamestown 2) 23 Jamestown 3) 33 Jamestown 4) 36 Jamestown 5) 38 Jamestown

Properties Closed On 5

1) 21 Jamestown 2) 23 Jamestown 3) 33 Jamestown 4) 36 Jamestown 5) 38 Jamestown

**Heir (Vacant) Acquisition** *(Goal=1)*

Heir (Vacant) Homes

1) 37 Jamestown

Preliminary Acquisition Letters Sent 1

1) 37 Jamestown

Appraisals Completed 1

1) 37 Jamestown

Review Appraisals Completed 1

1) 37 Jamestown

Offer to Purchase Letters Sent 0

Offers Accepted 0

Properties Closed On 0

**Tenant-Occupied Acquisition** *(Goal=12)*

Tenant Occupied Homes

1) 22 Jamestown 2) 24 Jamestown 3) 25 Jamestown 4) 26 Jamestown 5) 27A Jamestown 6) 27B Jamestown
7) 28A Jamestown 8) 28B Jamestown 9) 31 Jamestown 10) 32 Jamestown 11) 34 Jamestown 12) 35 Jamestown

Preliminary Acquisition Letters Sent 11

1) 24 Jamestown 2) 25 Jamestown 3) 26 Jamestown 4) 27A Jamestown 5) 27B Jamestown 6) 28A Jamestown
7) 28B Jamestown 8) 31 Jamestown 9) 32 Jamestown 10) 34 Jamestown 11) 35 Jamestown

Appraisals Completed 10

1) 25 Jamestown 2) 26 Jamestown 3) 27A Jamestown 4) 27B Jamestown 5) 28A Jamestown 6) 28B Jamestown
7) 31 Jamestown 8) 32 Jamestown 9) 34 Jamestown 10) 35 Jamestown

Review Appraisals Completed 10

1) 25 Jamestown 2) 26 Jamestown 3) 27A Jamestown 4) 27B Jamestown 5) 28A Jamestown 6) 28B Jamestown
7) 31 Jamestown 8) 32 Jamestown 9) 34 Jamestown 10) 35 Jamestown

Offer to Purchase Letters Sent 8

1) 27A Jamestown 2) 27B Jamestown 3) 28A Jamestown 4) 28B Jamestown 5) 31 Jamestown 6) 32 Jamestown
7) 34 Jamestown 8) 35 Jamestown

Offers Accepted 8

1) 27A Jamestown 2) 27B Jamestown 3) 28A Jamestown 4) 28B Jamestown 5) 31 Jamestown 6) 32 Jamestown
7) 34 Jamestown 8) 35 Jamestown

Properties Closed On 7

1) 27A Jamestown 2) 27B Jamestown 3) 28A Jamestown 4) 28B Jamestown 5) 31 Jamestown 6) 34 Jamestown
7) 35 Jamestown

**Owner-Occupied Relocation** *(Goal=5)*

Owner Occupied Homes

1) 21 Jamestown 2) 23 Jamestown 3) 33 Jamestown 4) 36 Jamestown 5) 38 Jamestown

Household Surveys Completed 5

1) 21 Jamestown 2) 23 Jamestown 3) 33 Jamestown 4) 36 Jamestown 5) 38 Jamestown

Income Verifications Completed 5

1) 21 Jamestown 2) 23 Jamestown 3) 33 Jamestown 4) 36 Jamestown 5) 38 Jamestown

Eligibility of Relocation Letters Sent 5

1) 21 Jamestown 2) 23 Jamestown 3) 33 Jamestown 4) 36 Jamestown 5) 38 Jamestown

Comparable Units Found and Inspected 5

1) 21 Jamestown 2) 23 Jamestown 3) 33 Jamestown 4) 36 Jamestown 5) 38 Jamestown

Households Relocated 5

1) 21 Jamestown 2) 23 Jamestown 3) 33 Jamestown 4) 36 Jamestown 5) 38 Jamestown

**Market-Rate, Renter-Occupied Relocation** *(Goal=8)*

Market-Rate Occupied Homes

1) 24 Jamestown 2) 25 Jamestown 3) 26 Jamestown 4) 28A Jamestown 5) 28B Jamestown 6) 31 Jamestown
7) 34 Jamestown 8) 35 Jamestown

Household Surveys Completed 8

1) 24 Jamestown 2) 25 Jamestown 3) 26 Jamestown 4) 28A Jamestown 5) 28B Jamestown 6) 31 Jamestown
7) 34 Jamestown 8) 35 Jamestown

Income Verified 7

1) 25 Jamestown 2) 26 Jamestown 3) 28A Jamestown 4) 28B Jamestown 5) 31 Jamestown 6) 34 Jamestown
7) 35 Jamestown

Eligibility of Relocation Letters Sent 7

1) 25 Jamestown 2) 26 Jamestown 3) 28A Jamestown 4) 28B Jamestown 5) 31 Jamestown 6) 34 Jamestown
7) 35 Jamestown

Comparable Units Found and Inspected 6

1) 25 Jamestown 2) 28A Jamestown 3) 28B Jamestown 4) 31 Jamestown 5) 34 Jamestown 6) 35 Jamestown

Households Relocated 5

1) 25 Jamestown 2) 28A Jamestown 3) 28B Jamestown 4) 31Jamestown 5) 34 Jamestown 6) 35 Jamestown

**Section 8, Renter-Occupied Relocation** *(Goal=4)*

Section 8 Occupied Homes

1) 22 Jamestown 2) 27A Jamestown 3) 27B Jamestown 4) 32 Jamestown

Household Surveys Completed 3

1) 27A Jamestown 2) 27B Jamestown 3) 32 Jamestown

Income Verifications Completed 3

1) 27A Jamestown 2) 27B Jamestown 3) 32 Jamestown

Eligibility of Relocation Letters Sent 3

1) 27A Jamestown 2) 27B Jamestown 3) 32 Jamestown

Comparable Units Found and Inspected 3

1) 27A Jamestown 2) 27B Jamestown 3) 32 Jamestown

Households Relocated 2

1) 27A Jamestown 2) 32 Jamestown

**Demolition** *(Goal=18)*

Units to be Demolished

1) 21 Jamestown 2) 22 Jamestown 3) 23 Jamestown 4) 24 Jamestown 5) 25 Jamestown 6) 26 Jamestown
7) 27A Jamestown 8) 27B Jamestown 9) 28A Jamestown 10) 28B Jamestown11) 31 Jamestown 12) 32 Jamestown
13) 33 Jamestown 14) 34 Jamestown 15) 35 Jamestown 16) 36 Jamestown 17) 37 Jamestown 18) 38 Jamestown

Units that have been Demolished 0

# PROJECT STATUS MAP

## Pinewood Heights Phase III Redevelopment Project

Town of Smithfield, Virginia

LEGEND

PHASE III BOUNDARY

STATUS:

- PRELIM ACQ LETTER RECEIVED BY OWNER
- APPRAISAL COMPLETE
- OFFER TO PURCHASE ACCEPTED
- ACQUISITION COMPLETE
- RELOCATION IN PROCESS
- RELOCATION COMPLETE
- READY FOR DEMOLITION/DEMO PREP

O OWNER OCCUPIED
R RENTER OCCUPIED
8 SECTION 8 TENANT
V VACANT STRUCTURE

NORTH

50 25 0 50 100 200

GRAPHIC SCALE IN FEET

COMMUNITY PLANNING PARTNERS, INC.
COMMUNITY DEVELOPMENT CONSULTANTS
RICHMOND, VIRGINIA

APRIL2017

Terence R. McAuliffe
Governor

Todd P. Haymore
Secretary of
Commerce and Trade

# COMMONWEALTH of VIRGINIA

## DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

William C. Shelton
Director

April 14, 2017

Mr. Peter M. Stephenson, AICP, ICMA-CM
Town Manager
Town of Smithfield
Post Office Box 246
Smithfield, Virginia 23431

RE: Community Development Block Grant #15-10
Pinewood Heights Redevelopment Project Phase 3
Interim Compliance Review

Dear Mr. Stephenson:

On April 4 & 5, 2017, Elizabeth Boehringer, Community Development Specialist, of the Virginia Department of Housing and Community Development (DHCD), conducted an on-site Interim Compliance Review (ICR) of the above-referenced Community Development Block Grant (CDBG). The ICR consisted of a detailed inspection of files and materials related to the Town's management of this project to date. This review is a way of ensuring local compliance with federal and state laws and policies and gives DHCD an opportunity to make recommendations designed to improve the Town's administration of its project. Enclosed is a summary of what DHCD staff observed during this review. **A written response to any issues identified in the attached Summary of Findings, Concerns and Unresolved Issues must be submitted no later than May 19, 2017.**

### PROJECT STATUS AND ACTIVITIES

The CDBG Agreement is intended to provide improvement of living conditions of seventeen (17) low- and moderate-income (LMI) households, through the provision of permanent relocation assistance, including acquisition and clearance activities. This $1,000,000 grant was awarded on February 19, 2016 and is scheduled to expire on February 18, 2018. Additionally, the Town committed to providing $1,323,335.00 in non-CDBG funds toward the project.

At the time of the compliance review, the status of the required activities, per this contract, are as follows:

A. The permanent relocation of six (6) owner-occupied housing units, all households will be relocated with CDBG funds: **This activity is completed.**

B. The permanent relocation of five (5) Section 8 rental units, all households will be relocated with CDBG funds: **This activity is underway.**

C. The permanent relocation of six (6) market-rate rental units, all households will be relocated with local funds: **This activity is underway.**

D. The acquisition of one (1) vacant housing unit; which will be acquired with local funds: **This activity is underway.**

E. The acquisition of two (2) vacant parcels; which will be acquired with local funds: **This activity is underway.**

F. The clearance and demolition of eighteen (18) housing units or nine (9) duplexes; all units will be demolished with local funds: **This activity has not yet started.**

G. Clearance of all junk, debris, weeds, and inoperable vehicles and dilapidated structures from the project area, including any necessary neighborhood cleanup sessions to assist residents to dispose of outside debris: **This activity is underway.**

**BENEFITS STATUS**

The CDBG Agreement requires the permanent relocation of seventeen (17) LMI households, consisting of 48 LMI persons. As of the date of the compliance review, twelve (12) LMI households, consisting of 36 LMI persons, have received permanent relocation assistance. The National Objective of benefiting at least 51% LMI persons will be met.

**FINANCIAL MANAGEMENT**

Ms. Ellen Minga, Town Treasurer, serves as the project's Financial Analyst. The Town draws down on a reimbursement basis. As of the date of the ICR, the Town made one (1) payment request, totaling $384,529.43 of the $1,000,000.00 (38.5%) in CDBG funds obligated for this project. A second remittance for $170,345.25 is pending DHCD's review. A third remittance will be submitted by the end of the month. A total of $1,323,335.00 in leverage funds is committed to this project, of which $795,752.67 was verified at the compliance review.

The chart below outlines the expenditures that were reviewed and verified.

**Documented Project Expenditures as of April 5, 2017**

| Activity | CDBG | Town | SRHA | HOME | Total |
|---|---|---|---|---|---|
| Administration | 0.00 | 18,544.96 | | | $18,544.96 |
| Permanent Relocation | 384,529.43 | 776,667.71 | 0.00 | 0.00 | $1,161,197.14 |
| Clearance and Demolition | 0.00 | 540.00 | | | $540.00 |
| **Total Expended** | **$384,529.43** | **$795,752.67** | **$0.00** | **$0.00** | **$1,180,282.10** |
| Total Available | $615,470.57 | $527,583.33 | $43,000.00 | $43,000 | $1,229,053.90 |
| Total Budget | $1,000,000.00 | $1,237,335.00 | $43,000.00 | $43,000.00 | $2,323,335.00 |

SRHA = Suffolk Redevelopment and Housing Authority
HOME = Isle of Wight County HOME Investment Partnerships Program

DHCD staff reviewed the Town's financial records for the project, including the support documentation for remittance request #1 and leverage expenditures. The financial documentation is well organized. Financial tracking is being done by CDBG and non-CDBG expenditures. A review of the tracking spreadsheets found them to be accurate and complete. Leverage funds are being spent in proportional to CDBG funds. CDBG and leverage funds appeared to have been expended only for eligible, reasonable and supported expenses with two exceptions which are noted in the Acquisition and Relocation Assistance section of this summary.

No active program income has been earned to date and none is anticipated to be received during this project. Nevertheless, the Town does have in place a DHCD-approved program income plan. The Town does have $12,878.00 in inactive program income from an earlier phase. In accordance with that project's Program Income Plan, the funds will be used to continue and supplement the activities in this phase.

The Town also has replacement housing funds in an escrow account. Two (2) market-rate tenants were relocated to apartments in Suffolk and Surry, with monthly payments being made to the landlords. Before the 42 months expired, the two (2) vacated their apartments with no notice to the Town and left no forwarding address with their respective landlords. Efforts to locate them have been unsuccessful. The funds have been escrowed by the Town for four (4) years for one tenant and six (6) years for the other one. DHCD will provide guidance on how to proceed under separate cover.

Finally, adequate financial controls are being maintained to ensure compliance with CDBG program regulations, including the regular reconciliation of funds. No financial management concerns or findings were noted during the compliance review.

**PROJECT MANAGEMENT**

The project has generally been implemented in accordance with the CDBG program guidelines. Mr. Michael Paul Dodson, CFM, of CPP, Inc. acts as the project's grant manager. He is responsible for all required tracking with the exception of the financial tracking. Project Management Team (PMT) meetings are held every other month. A monthly progress report, PMT meetings minutes, updated project status map are uploaded in CAMS.

Ms. Lesley King, Town Clerk, works with Mr. Dodson in maintaining the grant files. A review of the files found that they appeared to include all necessary project documentation. The procurement of project management, relocation and acquisition services will be reviewed at the final compliance review. Appraisals and demolition contracts are being paid solely with local funds.

**ACQUISITION AND RELOCATION ASSISTANCE**

Mr. Dodson serves as the Acquisition and Relocation Specialist for the project. Ms. Barbara Wiggins provides homeownership counseling services to tenants wanting to become first-time homebuyers. The Town has relocated twelve (12) LMI households to date:

| **TYPE OF HOUSEHOLD** | **#** |
|---|---|
| Owner-occupied relocations | 5 |
| Market-rate rental relocations | 3 |
| Section 8 rental relocation | 1 |
| Homeownership Creation | 3 |
| **TOTAL RELOCATIONS TO DATE** | **12** |

All of the households except for one (1) have remained in the Smithfield area. Two (2) market-rate and one (1) Section 8 rental households have become homeowners as a result of the project. Four (4) relocation files were reviewed. **See Findings #1 and #2.** Relocation inspections will be conducted by DHCD staff as part of the final compliance review.

During the course of the project, one (1) homeowner died and an heir moved into the housing unit, causing the relocation to be moved from the owner-occupied category to the rental one. The tenant's application has been submitted and income has been qualified. The tenant is currently receiving relocation assistance.

As part of the application, the Town was going to acquire a lot with a vacant housing unit. However, after the CDBG Agreement was executed, the Town determined that the house was not vacant. It was actually an heir rental property with the tenant in the hospital during the application process. The household is currently receiving relocation assistance. Therefore, the Town will now provide permanent relocation services to eighteen (18) LMI households.

Twelve (12) houses and one (1) vacant parcel have been purchased to date. Demolition has been authorized for four (4) houses; demolitions of two (2) additional houses are pending. Four (4) acquisition files were reviewed.

## COMPLIANCE STATUS

The following table lists the regulatory topics reviewed and indicates the status of your compliance in each area. Any noted findings, concerns, or unresolved issues are detailed in the attached summary:

| Area Reviewed | Finding | Concern | Unresolved Issue | Compliance |
|---|---|---|---|---|
| Project Management | | | | 4/4/2017 |
| Files and Contracts | | | | 4/4/2017 |
| Citizens Participation/Complaints | | | | 4/4/2017 |
| Equal Opportunity Compliance & Fair Housing | | | | 4/4/2017 |
| Benefits | | | | 4/4/2017 |
| Financial | | | | 4/5/2017 |
| Relocation | 4/5/2017 | | | |
| Acquisition | | | | 4/4/2017 |

## CONCLUSION

The Town and its consultants have been working on this permanent relocation project since 2007. They have seen a substantial difference in the lives of many former residents of Pinewood Heights neighborhood and continue to do so. Furthermore, the Town anticipates submitting a final competitive grant application for Phase 4 in 2018. This final phase will be for the remaining eighteen (18) households and two (2) vacant lots. The Town is to be applauded for its dedication to this project.

We appreciate the cooperation and assistance that Ms. Minga, Ms. King and Mr. Dodson provided DHCD staff during the course of the review. Please extend our thanks to them.

If you would like to discuss any of the report's findings, please contact your Community Development Specialist, Elizabeth Boehringer, by phone at (804-371-7065 or by email at elizabeth.boehringer@dhcd.virginia.gov.

Sincerely,

Matt Weaver
Associate Director

Attachment

cc: Ellen Minga, Town of Smithfield
Michael Paul Dodson, CPP, Inc.
Patrick Roberts, City of Suffolk
Arthur E. Berkley, Isle of Wight County
Tracey C. Snipes, Suffolk Redevelopment Housing Authority
Elizabeth Boehringer, DHCD
Joanne Peerman, DHCD

## SUMMARY OF FINDINGS, CONCERNS AND UNRESOLVED ISSUES

**A written response to any issues identified below must be submitted no later than May 19, 2017**

### FINDING #1

Relocation Assistance
Decent, Safe, and Sanitary Replacement Housing

This project must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA). One of the conditions of the URA is that permanently relocated tenants must be moved into comparable replacement housing which is decent, safe and sanitary. When feasible, housing should be inspected prior to being made available to assure that it meets applicable standards. If such an inspection is not made, replacement housing payments should not be made unless an inspection is made and the replacement unit is found to be decent, safe and sanitary. During the review it was noted that two (2) relocation files were missing the required inspection documentation. They are the files for Ms. Pamela Wrenn (Section 8) and Mr. and Mrs. Warren Tyler, Sr. (market rate). Therefore, assistance may have been provided without the required support documentation.

**Corrective Action Required**

The Town must forward to DHCD the inspection reports which documents that 545 Cedar Street, Apt. #21, Smithfield, Virginia (Ms. Wrenn) and 107 Washington Street, Smithfield, Virginia (Tylers) are decent, safe, and sanitary.

### FINDING #2

Relocation Assistance
Replacement Housing Assistance

The URA requires evidence in each individual relocation file that the person received the correct replacement housing payment. There is no support documentation in the file for Ms. Pamela Wrenn, a Section 8 tenant, who was relocated in 2016.

**Corrective Action Required**

The Town must forward to DHCD documentation showing the actual Suffolk Redevelopment and Housing Authority contribution made towards Ms. Wrenn's relocation.

DATE APRIL 25, 2017

TO SMITHFIELD TOWN COUNCIL – PUBLIC BUILDINGS & WELFARE

FROM SONJA EUBANK,
CONTRACT OFFICER

SUBJECT DEMOLITION SERVICES CONTRACT RENEWAL

As part of the Pinewood Heights Redevelopment Project, the town is required to have a Demolition Services Contract in order to demolish the structures in Pinewood Heights. The town has a contract with Waco, Inc. for the 2016/2017 fiscal year and the town reserves the right to renew the contract for four additional years. The current contract will expire June 7, 2017.

Work under this contract also consists of demolition of other structures on an as needed basis. Staff has been pleased with their work and recommends that this contract be renewed one additional year. There will be no changes in contract terms or prices.

# Windsor Castle Restoration Project Update

**Historic Windsor Castle Restoration LLC**

**Project payment tracking log as of April 20, 2017**

| | | Design | Labor | Materials | Other | Total disbursements of funds |
|---|---|---|---|---|---|---|
| Checking account balance: | $63,998.64 | | | | | |
| WCP Foundation capital funds balance: | $1,152,216.00 | $26,748 | $172,957 | $31,874 | $14,423 | $246,001 |
| Town: $310,000 of $2M drawn down; balance: | $1,690,000.00 | 11% | 70% | 13% | 6% | Total qualifying for tax credit |
| Total funds available: | $2,906,214.64 | | | | | $240,209 (97.6 %) |

| Paid | Project | Payee | Design | Labor | Materials | Other | Total | Tax credit |
|---|---|---|---|---|---|---|---|---|
| Jul - Nov | Admin | Bank fees; check book order | | | | 27.45 | $ 27.45 | $ - |
| 7/29/16 | Project | Dept of Historic Resources / Part 2 fee | | | | 8,000.00 | $ 8,000.00 | $ 8,000.00 |
| 11/14/16 | Manor | Frazier / Manor House plans | 8,552.00 | | | | $ 8,552.00 | $ 8,552.00 |
| 11/14/16 | Project | Frazier / Expense reimbursement | 491.45 | | | | $ 491.45 | $ 491.45 |
| 11/14/16 | Barn | Frazier / Design plans for event barn | 1,485.00 | | | | $ 1,485.00 | $ - |
| 11/14/16 | Project | Frazier / Prep DHR application | 7,238.00 | | | | $ 7,238.00 | $ 7,238.00 |
| 11/29/16 | Outbldgs | IOW bldg permit / outbuildings | | | | 80.25 | $ 80.25 | $ 80.25 |
| 12/6/16 | Outbldgs | Roger Ealy / labor: 54 hours | | 2,700.00 | | | $ 2,700.00 | $ 2,700.00 |
| 12/28/16 | Manor | Frazier / complete Manor House plans | 3,706.25 | | | | $ 3,706.25 | $ 3,706.25 |
| 12/28/16 | Project | Frazier / Project Mgt | | | | 2,075.00 | $ 2,075.00 | $ 2,075.00 |
| 1/3/17 | Manor | IOW bldg permit / demo Manor House wings | | | | 80.25 | $ 80.25 | $ 80.25 |
| 1/3/17 | Outbldgs | Saunders Supply Co. / materials | | | 77.03 | | $ 77.03 | $ 77.03 |
| 1/3/17 | Admin | Town of Smithfield / 2017 lease | | | | 100.00 | $ 100.00 | $ - |
| 1/11/17 | Project | Eure Inc / field toilet | | | | 141.00 | $ 141.00 | $ 141.00 |
| 1/11/17 | Outbldgs | David Boyd Res Builder / labor: 107.5 hours | | 3,993.00 | | | $ 3,993.00 | $ 3,993.00 |
| 1/11/17 | Project | Bay Disposal & Recycling / dumpster | | | | 51.00 | $ 51.00 | $ 51.00 |
| 1/0/00 | Outbldgs | Bldg permit / temporary power pole | | | | 82.40 | $ 82.40 | $ 82.40 |
| 1/11/17 | Admin | Postage | | | | 47.00 | $ 47.00 | $ - |
| 1/17/17 | Outbldgs | David Boyd Res Builder / labor: 123 hours | | 4,582.00 | | | $ 4,582.00 | $ 4,582.00 |

| Paid | Project | Payee | Design | Labor | Materials | Other | Total | Tax credit |
|---|---|---|---|---|---|---|---|---|
| 1/17/17 | Outbldgs | Roger Ealy / labor: 56 hours | | 2,800.00 | | | $ 2,800.00 | $ 2,800.00 |
| 1/21/17 | Outbldgs | David Boyd Res Builder / labor: 182 hours | | 6,507.00 | | | $ 6,507.00 | $ 6,507.00 |
| 1/21/17 | Outbldgs | Roger Ealy / labor: 102 hours | | 5,100.00 | | | $ 5,100.00 | $ 5,100.00 |
| 1/21/17 | Outbldgs | Roger Ealy / reimburse materials | | | 138.17 | | $ 138.17 | $ 138.17 |
| 1/21/17 | Outbldgs | Smithfield True Value | | | 22.63 | | $ 22.63 | $ 22.63 |
| 1/30/17 | Project | Bay Disposal & Recycling / dumpster | | | | 407.85 | $ 407.85 | $ 407.85 |
| 1/30/17 | Project | Eure Inc / field toilet | | | | 106.00 | $ 106.00 | $ 106.00 |
| 1/30/17 | Outbldgs | David Boyd Res Builder / labor: 177.5 hours | | 6,340.00 | | | $ 6,340.00 | $ 6,340.00 |
| 2/1/17 | Barn | Frazier / Inv# 04-5521 / lighting design | 3,712.50 | | | | $ 3,712.50 | $ - |
| 2/4/17 | Outbldgs | Farmers Service / Inv# 800480 | | | 607.50 | | $ 607.50 | $ 607.50 |
| 2/4/17 | Caretkr's | Chrisman Electric / Temp power pole | | 525.00 | | | $ 525.00 | $ 525.00 |
| 2/6/17 | Project | Bay Disposal & Recycling / dumpster | | | | 93.00 | $ 93.00 | $ 93.00 |
| 2/7/17 | Outbldgs | Farmers Service / 2/7/17 | | | 325.77 | | $ 325.77 | $ 325.77 |
| 2/7/17 | Outbldgs | Farmers Service / Inv 8004947 | | | 237.50 | | $ 237.50 | $ 237.50 |
| 2/7/17 | Outbldgs | David Boyd Res Builder / labor: 181 hours | | 6,592.00 | | | $ 6,592.00 | $ 6,592.00 |
| 2/7/17 | Outbldgs | Saunders Supply / salt-treated lumber | | | 12,485.37 | | $ 12,485.37 | $ 12,485.37 |
| 2/7/17 | Outbldgs | Roger Ealy / 80 hours | | 4,000.00 | | | $ 4,000.00 | $ 4,000.00 |
| 2/7/17 | Outbldgs | Peninsula Masonry Co / foundation repairs | | 1,080.00 | 135.00 | | $ 1,215.00 | $ 1,215.00 |
| 2/7/17 | Outbldgs | Smithfield True Value | | | 324.27 | | $ 324.27 | $ 324.27 |
| 2/14/17 | Outbldgs | David Boyd Res Builder / labor: 181 hours | | 6,615.00 | | | $ 6,615.00 | $ 6,615.00 |
| 2/14/17 | Outbldgs | Farmers Service / Inv# 8004997 | | | 190.00 | | $ 190.00 | $ 190.00 |
| 2/14/17 | Outbldgs | Peninsula Masonry Co / footer repairs | | 810.00 | 50.00 | | $ 860.00 | $ 860.00 |
| 2/20/17 | Project | Eure Inc / field toilet | | | | 106.00 | $ 106.00 | $ 106.00 |
| 2/22/17 | Outbldgs | Roger Ealy / 80 hours | | 4,000.00 | | | $ 4,000.00 | $ 4,000.00 |
| 2/22/17 | Outbldgs | David Boyd Res Builder / 176.5 hours | | 6,637.00 | | | $ 6,637.00 | $ 6,637.00 |
| 2/22/17 | Admin | Manry-Rawls / Liability insurance | | | | 345.00 | $ 345.00 | $ - |
| 2/27/17 | Outbldgs | David Boyd Res Builder / 190 hours | | 7,143.00 | | | $ 7,143.00 | $ 7,143.00 |

| Paid | Project | Payee | Design | Labor | Materials | Other | Total | Tax credit |
|---|---|---|---|---|---|---|---|---|
| 3/1/17 | Project | Bay Disposal & Recycling / dumpster removal | | | | 390.00 | $ 390.00 | $ 390.00 |
| 3/6/17 | Project | Bay Disposal & Recycling / dumpster | | | | 84.00 | $ 84.00 | $ 84.00 |
| 3/8/17 | Outbldgs | Ralph Davidson / rough cut boards | | | 300.00 | | $ 300.00 | $ 300.00 |
| 3/8/17 | Outbldgs | David Boyd Res Builder / 182.5 hours | | 6,814.00 | | | $ 6,814.00 | $ 6,814.00 |
| 3/8/17 | Outbldgs | Saunders Supply / Lumber order | | | 1,832.10 | | $ 1,832.10 | $ 1,832.10 |
| 3/8/17 | Outbldgs | Farmers Service / Inv# 8004997 | | | 190.00 | | $ 190.00 | $ 190.00 |
| 3/15/17 | Outbldgs | True Value / hardware | | | 3.49 | | $ 3.49 | $ 3.49 |
| 3/15/17 | Outbldgs | David Boyd Res Builder / 158.5 hours | | 6,879.00 | | | $ 6,879.00 | $ 6,879.00 |
| 3/15/17 | Outbldgs | Roger Ealy / 72 hours | | 3,600.00 | | | $ 3,600.00 | $ 3,600.00 |
| 3/20/17 | Project | Eure Inc / field toilet | | | | 106.00 | $ 106.00 | $ 106.00 |
| 3/20/17 | Manor | Frazier / Sep-Nov design changes | 1,250.00 | | | | $ 1,250.00 | $ 1,250.00 |
| 3/20/17 | Manor | Frazier / Discussion of design plans | 312.50 | | | | $ 312.50 | $ 312.50 |
| 3/20/17 | Project | Frazier / Prep Amend #1 to DHR Part 2 | | | | 300.00 | $ 300.00 | $ 300.00 |
| 3/20/17 | Outbldgs | Frazier / Review of design specifications | | | | 265.00 | $ 265.00 | $ 265.00 |
| 3/22/17 | Outbldgs | David Boyd Res Builder / 160.25 hours | | 6,073.25 | | | $ 6,073.25 | $ 6,073.25 |
| 3/27/17 | Manor | AEC / Asbestos removal / Manor House | | 7,755.00 | | | $ 7,755.00 | $ 7,755.00 |
| 3/27/17 | Caretkr's | AEC / Asbestos removal / Caretaker's | | 30,420.00 | | | $ 30,420.00 | $ 30,420.00 |
| 3/27/17 | Outbldgs | AEC / Asbestos removal / Farm Office | | 1,400.00 | | | $ 1,400.00 | $ 1,400.00 |
| 3/28/17 | Outbldgs | Roger Ealy / 112 hours | | 5,600.00 | | | $ 5,600.00 | $ 5,600.00 |
| 3/28/17 | Outbldgs | David Boyd Res Builder / 178 hours | | 6,576.00 | | | $ 6,576.00 | $ 6,576.00 |
| 4/3/17 | Manor | Applied Lab Svcs / asbestos testing | | 1,095.00 | | 175.00 | $ 1,270.00 | $ 1,270.00 |
| 4/3/17 | Caretkr's | Applied Lab Svcs / asbestos testing | | 4,815.00 | | 656.00 | $ 5,471.00 | $ 5,471.00 |
| 4/3/17 | Outbldgs | Applied Lab Svcs / asbestos testing | | 216.50 | | 41.00 | $ 257.50 | $ 257.50 |
| 4/4/17 | Outbldgs | Farmers Services Co / Inv 8005411 | | | 200.00 | | $ 200.00 | $ 200.00 |
| 4/4/17 | Outbldgs | Saunders Supply Co. / materials | | | 1,080.10 | | $ 1,080.10 | $ 1,080.10 |
| 4/4/17 | Outbldgs | David Boyd Res Builder / 182.5 hours | | 6,841.00 | | | $ 6,841.00 | $ 6,841.00 |
| 4/10/17 | Project | Bay Disposal / Dumpster rental | | | | 93.00 | $ 93.00 | $ 93.00 |

| Paid | Project | Payee | Design | Labor | Materials | Other | Total | Tax credit |
|---|---|---|---|---|---|---|---|---|
| 4/10/17 | Project | Bay Disposal / Dumpter move for W&B Fest | | | | 75.00 | $ 75.00 | $ - |
| 4/12/17 | Outbldgs | Farmers Service Co. | | | 7.46 | | $ 7.46 | $ 7.46 |
| 4/12/17 | Caretkr's | David Boyd Res Builder / 121 hours | | 4,607.00 | | | $ 4,607.00 | $ 4,607.00 |
| 4/12/17 | Outbldgs | David Boyd Res Builder / 40 hours | | 1,528.00 | | | $ 1,528.00 | $ 1,528.00 |
| 4/12/17 | Outbldgs | Roger Ealy / 73 hours | | 3,650.00 | | | $ 3,650.00 | $ 3,650.00 |
| 4/12/17 | Outbldgs | Tractor Supply Co. / hardware | | | 68.84 | | $ 68.84 | $ 68.84 |
| 4/12/17 | Caretkr's | Smithfield True Value | | | 122.38 | | $ 122.38 | $ 122.38 |
| 4/14/17 | Project | Eure Inc / field toilet | | | | 106.00 | $ 106.00 | $ 106.00 |
| 4/18/17 | Project | Bay Disposal / Pull and return | | | | 390.00 | $ 390.00 | $ 390.00 |
| 4/20/17 | Caretkr's | David Boyd Res Builder / 152.5 hours | | 5,663.00 | | | $ 5,663.00 | $ 5,663.00 |
| 4/20/17 | Outbldgs | ABC Supply Co, Inc. / cedar roof shingles | | | 10,345.46 | | $ 10,345.46 | $ 10,345.46 |
| 4/20/17 | Outbldgs | Row-Mic Construction, Inc. / cedar roof shingles | | | 3,130.64 | | $ 3,130.64 | $ 3,130.64 |

| Historic Windsor Castle Restoration LLC | | | | | | |
|---|---|---|---|---|---|---|
| Actual and forecast costs for outbuildings as of April 20, 2017 | | | | | | |
| **Outbuildings** | **Project code** | **Baseline** | **Actual to date** | **Forecast to complete** | **Total** | **Delta to baseline** |
| | **4.00** | **$423,540** | **150,297** | **$270,140** | **$420,437** | **$3,103** |
| Design | 4.01 | | | | - | 0.00 |
| Labor | 4.02 | 245,000 | 116,460 | 130,000 | 246,460 | (1,460) |
| Roger Ealy | | | 31,450 | 45,000 | 76,450 | |
| David Boyd Residential Construction | | | 83,120 | 75,000 | 158,120 | |
| Other contractors | | | 1,890 | 10,000 | 11,890 | |
| Materials | 4.03 | 33,000 | 18,275 | 13,000 | 31,275 | 1,725 |
| Saunders Supply | | | 15,475 | 7,500 | 22,975 | |
| Farmers Service | | | 1,758 | 2,500 | 4,258 | |
| Other suppliers | | | 1,042 | 3,000 | 4,042 | |
| Asbestos abatement | 4.06 | 1,400 | 1,658 | - | 1,658 | (258) |
| Atlantic Environmental (farm office) | | | 1,400 | - | 1,400 | |
| Applied Lab Svcs | | | 258 | | 258 | |
| Roof repairs | 4.07 | 135,000 | 13,476 | 120,000 | 133,476 | 1,524 |
| ABC Supply | | | 10,345 | | 10,345 | |
| Row-Mic Construction | | | 3,131 | | | |
| | | | | | | |
| General (1% vs 21%) | 4.04 | 4,500 | 428 | 2,500 | 2,928 | 1,572 |
| Contingency | | 4,640 | | 4,640 | 4,640 | 0 |