April 19, 2019

TO: **SMITHFIELD TOWN COUNCIL**

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

SUBJECT: **APRIL 2019 COMMITTEE MEETINGS WILL BE HELD AT THE SMITHFIELD CENTER LOCATED AT 220 NORTH CHURCH STREET, SMITHFIELD, VA**

Town Council will meet as a whole prior to Town Council Committee meetings on April 22nd and April 23rd beginning at 2:30 p.m. for the purpose of holding a Closed Session, as it relates to personnel matters, pursuit to Section 2.2-3711 (A)(1) of the Code of Virginia.

MONDAY, APRIL 22ND, 2019 @ 3:00 p.m.

Public Safety **Members: Tynes (CH), Hall, Haywood**

1. Public Comment
2. Operational Updates
   Chief Alonzo Howell, Smithfield Police Department

Immediately following the conclusion of the above meeting:

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

.

1. Public Comment
2. Operational Updates
   William Saunders, Director of Planning, Engineering, & Public Works

TAB # 1 3. Town Code Update to Section 82-39 – Water Conservation Plan
William Saunders, Director of Planning, Engineering and Public Works

TAB # 2 4. Force Main Valve Proposal – Budget Reallocation
William Saunders, Director of Planning, Engineering and Public Works

Immediately following the conclusion of the above meeting:

Finance **Members: Pack (CH), Smith, Butler**

1. Public Comment

TAB # 3 2. Contribution Requests for Fiscal Year 2019/2020
Ellen Minga, Town Treasurer
   a. Isle of Christian Outreach
   b. Friends of the Smithfield Library – Presentation by Jim Phillips
   c. Smithfield Pop Warner – Presentation by Sean Kelly

(forthcoming) 3. March Financial Statements and Graphs
Ellen Minga, Town Treasurer

TAB # 4 4. March Cash Balances / VML Investment Pool Update
Ellen Minga, Town Treasurer

TAB # 5 5. Invoices Over $10,000 Requiring Council Authorization:
Ellen Minga, Town Treasurer
   a. Xylem (Lakeside Pump Station) $64,114.20
   b. Sydnor Hydro (replacement pump – James Street) $23,976.00
   c. Sydnor Hydro (replacement pump – Main Street) $17,800.00

TAB # 6 6. Rotary Club – Play Package Quote
Brian Thrower, Town Manager

TAB # 7 7. FY20 Budget – Request to Hold Work Session on Monday, April 29th at 3:00 p.m.
Brian Thrower, Town Manager

TUESDAY, APRIL 23RD, 2019 @ 3:00 p.m.

Parks and Recreation **Members: Hall (CH), Butler, Haywood**

1. Public Comment

TAB # 8 2. Operational Update – Committee Report / Park Project Update / 2019 Open to the Public Event Schedule
Amy Novak, Director of Parks and Recreation

Immediately following the conclusion of the above meeting:

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

1. Public Comment
2. Operational Updates
William Saunders, Director of Planning, Engineering, and Public Works

TAB # 9 3. Street Paving Proposals – Request to Approve
Brian Thrower, Town Manager

Immediately following the conclusion of the above meeting:

Public Buildings & Welfare **Members: Butler (CH), Hall, Pack**

1. Public Comment

TAB # 10 2. Lease with Charter Communications – Request to Approve
Brian Thrower, Town Manager

TAB # 11 3. Hazard Mitigation Grant Program – Request to Develop and Submit Application
Brian Thrower, Town Manager

***** Additional Items Not Listed on Committee but will be on Council's May 7th Agenda*****

- Appoint a Nominating Committee to fill the Expiring Term (6-30-2019) of Robert Briggs on the Board of Zoning Appeals.

- Council's Vision Statement from the March 2019 Retreat

WATER AND SEWER COMMITTEE

WATER CONSERVATION AND MANAGEMENT PLAN
TOWN OF SMITHFIELD, VIRGINIA

INTRODUCTION

Need for Conservation

Water conservation involves both an increase in efficiency of water use and a reduction of water losses. The net result is a decrease in demand for treated water that can defer development of new resources and reduce the cost of future water service. Each gallon of water conserved is one less requiring storage, treatment and distribution. It may also represent one less gallon that has to be heated for washing or bathing, thus saving energy costs, or that must pass through a wastewater conveyance system and treatment before it is returned to the environment.

Conservation is an important complement to new supply sources. In some cases, conservation may eliminate the need for new sources of supply. Fresh water, like other natural resources, is a limited commodity that must be managed wisely to preserve the well being of future generations. Efforts to conserve existing supplies, and efficient allocation of water resources are important during each stage of the water supply planning process.

The Town of Smithfield Public Utilities recognizes the need to conserve and effectively manage its water resources. Only by optimizing water use efficiency and reducing water loss can the town satisfy its projected water demands over the next five to ten years. While the search for additional long-term supplies must continue, every effort should be made to efficiently utilize currently available supplies.

Regulatory Requirements

The Groundwater Management Act of 1992 (House Bill 488) was approved in April 1992. It requires a Groundwater Withdrawal Permit (GWP) for certain groundwater withdrawals within declared Groundwater Management Areas (GMAs). Groundwater Withdrawal Regulation *9 VAC 25-610-10 et. seq. requires* that applications for new GWPs within GMAs include a water conservation plan approved by the Virginia Department of Environmental Quality, Division of Water (DOW). An approved conservation program must include:

- Use of water-saving plumbing and processes including, where appropriate, the use of water-saving fixtures in new and renovated plumbing as provided under the Uniform Statewide Building Code (USBC).
- A water loss reduction program.
- A water use education program.
- An evaluation of potential water reuse options.

- Requirements for mandatory use reductions during water shortage emergencies *declared by the local governing body or the Director of DEQ*, including, where appropriate, ordinances prohibiting the waste of water generally *and requirements for mandatory water use restrictions, with penalties during water shortage emergencies.*

Plan Objectives

The primary objectives of this Water Conservation and Management Plan (the Plan) are to provide a documented, effective conservation strategy designed to reduce demand within the Town of Smithfield, and to demonstrate compliance with the Groundwater Management Act of 1992. This Plan will provide methods by which water use efficiency can be increased, as well as procedures to guide the town and its customers through water supply emergencies. Updates of this Plan are anticipated to be performed on an annual basis to document accomplishments and changes in individual conservation programs. A copy of the annual updates will be provided to the Virginia Department of Environmental Quality (VDEQ) upon request.

Section 2.0 of this plan describes the use of water-saving plumbing and processes within the service area. Water loss reduction, economic incentives, water use education, and water reuse are discussed in Sections 3.0 through 6.0. The final section of this report describes the Use Restrictions Plan for the Town of Smithfield.

WATER-SAVING PLUMBING AND PROCESSES

Uniform Statewide Building Code (USBC)

The Building Officials and Code Administrators (BOCA) organization is a nonprofit organization which develops a series of performance-oriented model codes (BOCA, 1990). These codes were adopted by the Commonwealth of Virginia as part of the Uniform Statewide Building Code (USBC) (DHCD, 1987). These codes directly specify the use of water conservation fixtures in commercial and residential applications.

The USBC applies to all new construction and some remodeling of existing structures. The USBC requires that:

> When reconstruction, renovation, or repair of existing buildings is undertaken, existing materials and equipment may be replaced with materials and equipment of similar kind or replaced with greater capacity equipment in the same location when not considered a hazard; however, when new systems, materials, and equipment that were not part of the original existing building are added, the new systems, materials, and equipment shall be subject to the edition of the USBC in effect at the time of their installation. Existing parts of such buildings not being reconstructed, renovated, or repaired need not be brought into compliance with the current edition of the USBC.

The International Plumbing Code (IPC) sets maximum flow standards (Section 605.4) for a variety of fixtures and appliances. These standards are presented in the following table:

Plumbing Fixture or Fixture Fitting	Maximum Flow Rate or Quantity[b]
Water Closet	**1.6 gallons per flushing cycle**
Urinal	**1.0 gallon per flushing cycle**
Shower head[a]	**2.5 gpm at 80 psi**
Lavatory, private	**2.2 gpm at 60 psi**
Lavatory, public	**0.5 gpm at 60 psi**
Lavatory, public, metering or self-closing	**0.25 gallon per metering cycle**
Sink faucet	**2.2 gpm at 60 psi**

For SI: 1 gallon = 3.785L, 1 gallon per minute = 3.785 L/m, 1 pound per square inch = 6.895kPa

[a] A hand-held shower spray is a shower head.

[b] Consumption tolerances shall be determined from referenced standards.

The current standards set a maximum limit of 2.5 gallons per minute (gpm) at 80 pounds per square inch (psi) for showers and private lavatories. Water closets are limited to 1.6 gallons per flushing cycle, and urinals are limited to 1.0 gallons per cycle. In addition, lavatories in public facilities are limited to 0.5 gpm, for those with standard valve or spring faucets, and 0.25 gallons per cycle for self-closing metering valves (IPC, 1996).

The USBC in Virginia was adopted from the IPC. States are permitted to develop plumbing codes that implement stricter measures than those imposed by the National Plumbing Code. However, localities in Virginia must obtain State authorization to develop a stricter code.

Compliance with USBC

Isle of Wight County currently enforces the 2012 regulations with the 2015 regulations to be adopted in September 2018. The County and Town will also evaluate incentive programs to encourage existing households to retrofit their homes with low-flow devices. An additional requirement will apply to car washes. Effective January 1999, all car washes must be equipped with an approved water recycling system.

WATER LOSS REDUCTION PROGRAM

Water Loss Audit

At the beginning of each fiscal year (July 1), a water loss audit will be conducted by the Town of Smithfield Public Utilities to determine the volume and nature of lost and unaccounted-for water within the town's water supply systems. The audit will include both the town's distribution system and the County-operated systems connected to the town's system. The

purpose of this audit is to identify sources of demand that would normally escape detection by the metering system. This type of demand includes:

1. Fire Fighting. The Smithfield Volunteer Fire Department will submit an estimate of all water used on a monthly basis, including water used for fire-fighting and for hydrant flushing.

2. Main Flushing. All main flushing performed by Public Utilities will require the submittal of a water consumption estimate.

3. Theft. Any observed theft will be reported to Public Utilities, and appropriate action will be taken. An estimate of the volume of water stolen will be submitted to Public Utilities.

4. Main Breaks. All known water main break will be repaired within 48 hours. Further, all main breaks will require reporting by Public Utilities of the estimated volume of water lost.

5. Tank Drainage. All draining of storage tanks in the main distribution system will be reported.

6. Leaks. Upon completion of the first water loss audit, Public Utilities will develop a leak detection program, which will have as its goal the complete survey of all distribution pipes and mains within the town, to be phased in over the next five years.

7. Meter Errors. The town will replace meters at a rate such that a complete town-wide meter turnover takes place every fifteen years, which is the typical warranty period for water meters. The size of meters requested by commercial and industrial customers will be evaluated, and the developer will be consulted to help determine the appropriate meter size for a particular site based on water use and anticipated demand. Preventing the installation of oversized meters minimizes unwarranted waste of water.

8. Equipment Calibration. All meters at the well heads will be calibrated on a annual basis. There will be service to check and replace inaccurate meters. Large customer meters that are accessible will be field calibrated yearly. An ongoing maintenance program will be implemented to locate and repair plant pipe leaks at the water treatment facilities.

All forms for reporting leaks and unaccounted-for water loss will be maintained by Town of Smithfield Public Utilities. These forms will be reviewed by Public Utilities personnel on a monthly basis so that measures can be taken to reduce unaccounted-for water loss.

Leak Repair Program

The owner of any residential unit, commercial establishment, or industrial establishment who is found, based on the water loss audit or by other methods, to be an excessive user of water

due to leakage from water lines or plumbing fixtures on the premises will be notified by Public Utilities. These owners will be required to repair and stop such leakage within a reasonable period of time, or will be subject to financial penalties.

ECONOMIC INCENTIVES PROGRAM

Existing Program Elements

Normal residential bills are currently issued bimonthly by Public Utilities through the Hampton Roads Utility Billing Service (HRUBS). Bimonthly billing allows more frequent and timely distribution of water conservation educational brochures to customers. It also helps customers become aware of leaks more quickly and recognize the cost of high seasonal water use. In addition, bimonthly billing is useful in providing feedback on customer conservation efforts.

The Town of Smithfield does not grant any sewer credit for water used through sub-meters or irrigation systems and the Hampton Roads Sanitation District (HRSD) however in the event of a pool repair, HRSD will allow the customer to provide repair documentation to include their HRSD account number and the dates of the pool fill for review for possible credit. The town's intent with this decision is to promote water conservation.

Planned Program Elements

The Town of Smithfield Public Utilities will analyze its water rates annually. Rate setting goals will be as follows:

- Perpetuating Public Utilities self-sufficiency while maintaining the highest water quality standards.
- Recommending appropriate rates for water usage and special service charges that are equitable to all customers.
- Continuing a comprehensive water conservation policy by using public information and charges that will discourage nonessential use of water.

WATER USE EDUCATION PROGRAM

Planned Program Elements

Public education concerning the importance of water conservation is a key factor in reducing excessive water use. Education programs should include information about how drinking water is produced and why it is important to conserve. Providing consumers with a better understanding of the reasons conservation is necessary allows them to better appreciate and participate in conservation activities.

The public education program planned by the Town of Smithfield will include the following components:

1. Billing Notices. Notices may be included with water bills. The notices will include information concerning water conservation techniques and leak detection strategies.

2. Brochures. Water conservation brochures and pamphlets will be made available to the public at Town of Smithfield and other information made available through the Hampton Roads Water Efficiency Team (HRWET) government buildings and at exhibits set up during public events.

3. Video Tapes. A variety of water conservation videotapes will be available from Public Utilities free of charge. They will be available to the general public, to schools for classroom instruction, and for public meetings. The videos will also be provided to cable television companies for play on government channels.

4. Water Conservation Hot Line. A telephone number will be available through which residents can have their conservation questions answered by a knowledgeable town employee. In addition, requests for information on various water conservation topics, speakers, or other personal contacts will be coordinated through this telephone line.

5. News Releases. News releases to the print media, radio, and television will keep the public informed. This process will be used not only during emergencies but also on a regular basis in the town's twice yearly newsletter to keep the public informed about conservation-related issues.

6. School Education. Programs will be available for presentation by town staff at local schools. Programs will be targeted to specific age groups. Assistance will be made available for teachers who wish to develop their own water awareness programs.

7. Speakers. Town staff will be available for speaking engagements or personal contacts. These individuals will work with local clubs and organizations to develop public awareness concerning the need to conserve water, along with other topics related to the water supply industry.

8. Support of groundwater wells for irrigation of lawns and landscaping by residents, businesses and industries within the service area. The use of well water for these activities helps to minimize the use of potable drinking water for uses which do not require it.

WATER REUSE OPTIONS

Water reuse may be either direct or indirect, and for potable or non-potable uses. Direct reuse involves introducing highly treated, reclaimed water directly to a potable water distribution system, while indirect reuse involves returning treated wastewater to the environment for dilution and natural purification, and subsequent withdrawal for water supply. Potable reuse [which is referred to as recycle by the Virginia Department of Health (VDH)] is the specific use of treated wastewater as a drinking water source.

Indirect potable reuse occurs widely in the United States each time treated wastewater effluent is discharged to a natural waterway upstream of a water supply intake. In most cases, it is unintentional. Past experience indicates that indirect reuse was acceptable because the application of water and wastewater treatment techniques, the near-universal use of some form of disinfectant, and the natural dilution and purification that occurs in natural waterways adequately treated the water. However, in recent years the effectiveness of these measures in protection against viral and trace organic contaminants has come under increasing scrutiny. Unplanned and unintentional reuse of this type is classified as uncontrolled potable reuse, and represents the overwhelming majority of cases of indirect potable reuse.

Planned Program Elements

Potable Reuse In 1992, the Hampton Roads Sanitation District (HRSD) suggested to Hampton Roads area communities the delivery of reclaimed water to supplement drinking water reservoir supplies. In response to HRSD's presentation of a reuse concept proposal, and resulting concerns expressed by water purveyors in southeastern Virginia, the Virginia Department of Health prepared a *Recycle Issues* paper dated November 24, 1992. The VDH stated its opposition to both direct and indirect potable reuse projects when naturally occurring sources of water are available. The VDH insists that the highest quality, best source of water be selected when alternatives are available. The VDH also listed several other requirements that would apply to a potable reuse project, pertaining to independent monitoring, dilution, and liability, removal of biological hazards and toxics, and utilization of natural purification processes. Given the current position of the VDH, reuse of wastewater treatment plant effluent for potable purposes is not deemed a practicable reuse alternative to conserve water.

Non-potable Reuse Many industrial water demands are for non-potable uses. One method of reducing demands on potable water sources is to supply non-potable demands using treated wastewater plant effluent. Detailed regulations for implementation of a water reuse project do not exist in the Commonwealth of Virginia. Permitting of a water reuse project would most likely involve both the VDH and the VDEQ. In addition, a Virginia Pollution Discharge Elimination System (VPDES) Permit would be required for discharge to state waters if the flow is not contaminated during its use; if it is contaminated, the approval of VDH and/or VDEQ would be required.

Several states, including California, Arizona, Texas, Utah and Florida, have developed regulations and statutes that specify the required minimum quality of reclaimed water, depending on the intended use of the water. In general, the requirements become more stringent as the likelihood of public contact increases. In California, if treated reclaimed water for industrial use

meets the state's standards for full body contact recreation, workers are not required to avoid contact with the water or wear protective clothing. However, precautions are required should the treated reclaimed water fail to meet these criteria. With the approval of state and local health departments, reclaimed water can be used for soil compaction, dust control, and other construction purposes.

As mentioned previously, recycling will be required in all new car washes, and existing car washes will be required to be retrofitted. In addition, required recycling systems are being considered for all new construction and all repair or replacement of continuous flow devices, including any water connector, device, or appliance which requires a continuous flow of 5 gallons per minute or more.

Typically, non-potable markets for reused water include irrigation uses, industrial uses, and creation of recreational lakes. Many factors affect the market for reused water, including:

- Size and location of demand.
- Water quality requirements.
- Degree of treatment required for discharge.
- Cost of reclaimed water.
- Cost and availability of alternative supplies.

It is likely that additional reuse methodologies will be evaluated in the future. Industries within the service area that use large quantities of water are continually evaluating their processes, and looking for ways to lower production costs. For these industries, water represents one of their greatest operating expenses. It is in the best interest of these industries to stay abreast of the latest reuse technologies, and employ them whenever feasible.

Future Program Elements

The Town of Smithfield Department of Planning, Engineering, and Public Works (Public Utilities) will evaluate its water conservation programs on a continual basis. As part of this process, new water reuse technologies will be researched and evaluated to determine their applicability in the service area. Continued communication with large water users will create possibilities for more efficient use of water resources.

Last Adopted August 7, 2007

WATER USE RESTRICTIONS

Emergency Use Restriction Plan

Emergency situations, such as severe drought, may threaten the regional water supply. During these times, the implementation of use restrictions is necessary to protect the water supply from further depletion. Use restrictions are considered a form of conservation because they result in demand reductions, but they are implemented only during periods when the regional water supply is threatened. Such restrictions are reserved as contingency measures for emergency situations, and are more restrictive than normal conservation measures that are used continually to reduce demands. Use restrictions are commonly implemented using a tiered approach, and are activated in relation to specific storage levels of a system's raw water supply.

Isle of Wight County and the Town of Smithfield have developed a four-tiered use restriction plan. Chapter 82, Article II, Section 82-39 in the Town Code of the Town of Smithfield presents the procedures used in detail (see Appendix to this section). When the Town Council finds that the immediate potential for a water shortage exists, the Town Manager is authorized to implement conservation measures. The four tiers of use restrictions are as follows:

- Tier 1 - Voluntary Use Restrictions: Voluntary Use Restrictions are employed as a first stage in reducing water demands during a potential water shortage. These restrictions are encouraged by the water utility, but compliance is not required. When Tier 1 is in effect, the public will be asked to employ restraint in water usage and to conserve water voluntarily by whatever methods available.

- Tier 2 - Mandatory Use Restrictions: Mandatory Use Restrictions are put into effect when very limited supplies of water are available. These restrictions focus on the elimination of outdoor, nonessential uses of water. In Tier 2, compliance is mandated by a local ordinance, and the restrictions are enforced with penalties for violations.

- Tier 3 - Mandatory Reductions: Mandatory reductions in water use will be used to further reduce water usage under the most severe drought conditions. Non-residential users will be allotted a percentage reduction based on their average monthly and/or previous bimonthly consumption. Residential customers will be limited to a specific volume or percentage reduction of water per quarter. A surcharge above the allotted volume will be applied.

- Tier 4 - Water Rationing: When only crucial supplies of water are available, the Mayor or the Director of DEQ will restrict water use to the purposes that are essential to life, health and safety.

These and other restrictions may also be implemented whenever requirements for mandatory water use restrictions during water shortage emergencies are declared by the Director of the Department of Environmental Quality (DEQ).

When determining the level of use restriction to be implemented, the Town Manager should consider water levels, available storage, drawdown rates, projected supply capability, system purification and pumping capacity, daily and projected water consumption, prevailing and forecasted weather conditions, fire service requirements, pipeline conditions, supplementary source data, estimates of minimum essential supplies to preserve public health and safety, and other pertinent data. The restrictions do not apply to any governmental activity, institution, business, or industry which is declared by the Town Manager to be necessary for public health, safety and welfare, or on which the restrictions would place severe economic hardship or cause substantial loss of employment.

Enforcement

No enforcement or penalties are involved with Tier 1 because compliance with this tier is strictly voluntary. A violation of Tiers 2, 3 or 4 will result in a fine not to exceed five hundred dollars, in addition to any additional charges that apply to the violation. Each day of a continued violation will be considered a separate offense. In addition, the Town Manager can suspend water service to any person violating the use restrictions. If water service is terminated, a reconnection fee plus all outstanding fees and fines must be paid before service is restored.

SUMMARY OF CONSERVATION PLAN

The Town of Smithfield Water Conservation Management Plan will aid the town in meeting its water supply needs over the next decade. The Plan includes a variety of elements to be implemented on a regular basis. Water saving plumbing, as described in the USBC, will be required. Economic incentives will encourage conservation. Annual water loss audits and a leak reduction program will reduce water loss. An education program will help the public to understand the importance of conservation and methods by which conservation can be achieved. Evaluation of the potential for reuse of treated wastewater, especially for industry, will be completed for all new facilities. In addition, a four-tiered approach to reducing water consumption during emergency conditions will protect the town's water supply.

A combination of the water conservation measures to be implemented under normal conditions and the emergency use restrictions described in this document will reduce finished water demand. Through a combination of new supply sources and water conservation, the town will be able to supply predicted water demands into the future.

_____

Director of Planning, Engineering and Public Works

_____

Date

WATER CONSERVATION AND MANAGEMENT PLAN
DEPARTMENT OF PUBLIC UTILITIES
APPENDIX

SMITHFIELD TOWN CODE
ARTICLE II. WATER CONSERVATION AND EMERGENCY PROCEDURES DURING WATER SHORTAGES

Sec. 82-39. Water conservation and water supply emergency.

(a) Purpose. During the continued existence of climatic, hydrological and other extraordinary conditions, the protection of the health, safety and welfare of the residents of the County of Isle of Wight and the other customers served by the County water system may require that certain uses of water, nonessential to public health, safety and welfare, be reduced, restricted or curtailed; and as the shortage of potable water may become increasingly more critical, conservation measures to further reduce consumption or curtail essential water use may be required.

(b) Procedures.

(1) The Town Council finds that when there exists an immediate potential for a shortage of potable water in the Town of Smithfield water system, increasingly more restrictive conservation measures may be required to prevent a crucial water shortage;

(2) The Town Manager is hereby directed to implement conservation measures at such times by ordering the restricted use or absolute curtailment of the use of water for certain nonessential purposes for the duration of the water shortage in the manner hereinafter set out. In exercising his discretionary authority and making the determinations set forth herein, the Town Manager shall give due consideration to water levels; available/usable storage on hand; drawdown rates; the projected supply capability in water sources available to the system; system purification and pumping capacity; daily water consumption and consumption projections of the system's customers; prevailing and forecasted weather conditions; fire service requirements; pipeline conditions including breakage, stoppages and leaks; supplementary source data; estimates of minimum essential supplies to preserve public health and safety; and such other data pertinent to the past, current and projected water demands;

(3) The provisions of this article, or regulations promulgated hereunder by the Town Manager which are hereby authorized, shall not apply to any governmental activity, institution, business or industry which shall be declared by the Town Manager, upon a proper showing, to be necessary for the public health, safety and welfare, or the prevention of severe economic hardship or the substantial loss of employment;

(4) Upon a determination by the Town Manager of the existence of the following conditions, the Town Manager shall take the following actions:

(i) *Condition I:* When moderate but limited supplies of water are available, the Town Manager shall, through appropriate means,

call upon the general population to employ prudent restraint in water usage, and to conserve water voluntarily by whatever methods available.

(ii) *Condition 2:* When very limited supplies of water are available, the Town Manager shall order curtailment of less essential usage of water, including, but not limited to, one or more of the following:

a. The watering of shrubbery, trees, lawns, grass, plants or any other vegetation, except indoor plantings, greenhouse or nursery stocks, and except watering by commercial nurseries of freshly planted plants upon planting and once a week for five (5) weeks following planting;

b. The washing of automobiles, trucks, trailers, boats, airplanes, or any other type of mobile equipment, excepting in facilities operating with a water recycling system approved by the Town Manager provided, however, that any facility operating with a water recycling system shall permanently display in public view a notice approved by the Town Manager stating that such recycling system is in operation. In lieu of the provisions hereof, Public Utilities may curtail the hours of operation of commercial enterprises offering such services in washing their own equipment;

c. The washing of streets, driveways, parking lots, service station aprons, office buildings, exteriors of homes or apartments, or other outdoor surfaces;

d. The operation of any ornamental fountain or other structure requiring a similar use of water;

e. The filling of swimming and/or wading pools, or the refilling of swimming and/or wading pools that were drained after the effective date of the Town Manager's order;

f. The use of water from fire hydrants for any purpose other than fire suppression or other public emergency.

(iii) *Condition 3:* When critically limited supplies of water are available, the Town Manager shall institute mandatory reductions to each customer as follows:

a. Industrial, institutional, commercial, governmental, wholesale, and all other non-residential customers shall be

allotted a percentage reduction based on their average monthly and/or previous bimonthly consumption;

b. Individual residential customers shall be limited to a specific volume or percentage reduction of water per quarter;

c. If the allotted monthly and/or bimonthly water usage is exceeded, the customer shall be charged ten dollars ($10.00) for every one hundred (100) gallons of water consumed above the allotted volume. Where prior consumption data is not available, Public Utilities shall estimate allocations based on the data available from similar activities of equal intensity.

(iv) *Condition 4:* When only crucial supplies of water are available, the Mayor shall restrict the use of water to purposes which are absolutely essential to life, health and safety.

(c) Written report required. The determination of Conditions 2, 3 and 4 by the Town Manager shall be accompanied by a written report, which shall set out criteria utilized and data relied upon in making such determination including a narrative summary supporting the determination. Each report shall be promptly filed with the Town Clerk, who shall make the same available for public inspection. The Town Manager shall forthwith transmit a copy of each report to the Town Council.

(d) Penalties for noncompliance.

(1) Any person who shall violate any provision of this article, or any of the conservation regulations promulgated by the Town Manager pursuant thereto, shall, upon conviction thereof, in addition to additional charges and/or other actions set forth herein, be fined not more than five hundred dollars ($500.00). Each act, or each day's continuation of a violation, shall be considered a separate offense;

(2) In addition to the foregoing, Town Manager may suspend water service to any person violating the provisions of this article or the regulations promulgated hereunder. If such water service is terminated, the person shall pay a reconnection fee of fifty dollars ($50.00) plus all outstanding fines and fees before service will be restored.

(e) Notice of cessation of emergency. The Town Manager shall notify the Town Council when the resource shortage is over and the emergency situation no longer exists.

TOWN OF SMITHFIELD

"The Ham Capital of the World"

Memorandum

April 17, 2019

TO: Water and Sewer Committee

FROM: William G. Saunders, IV, AICP, CZA
Director of Planning, Engineering and Public Works

SUBJECT: Force Main Valve Proposal – Budget Reallocation

Due to the great length of the Battery Park Force Main, which runs from Gatling Pointe to the HRSD Force Main on Benns Church Boulevard near the RO Plant, numerous pump stations feed into this main along the way. In the event of a failure in this line, there could be numerous pump stations unable to send their effluent into the line requiring pump and haul activities to be maintained for the unknown duration of the repair.

The proposed valves would be installed in areas where several main pump stations join the line to allow for those areas downstream of a failure to continue operations during the repair. This would improve the capabilities of the system, as well as, minimize the potential of a sanitary sewer overflow in the event of a failure.

The funds identified for this project are currently budgeted for the videoing of the sanitary sewer system; however, since 10% of the system has been videoed this fiscal year, this project has a higher priority for use of the existing consent order compliance funding.

Recommendation

Staff recommends the reallocation of the budgeted consent order funding in order to install the force main valves as described above.

Attachment(s)

Lewis Construction Proposals
- -Wellington Estates
- -Wilson & Holt
- -RO Plant

DEPT. OF PLANNING, ENGINEERING, AND PUBLIC WORKS
310 Institute Street, P.O. Box 246 • Smithfield, VA 23431 • (757) 365-4200 • Fax (757) 357-9933
www.smithfieldva.gov • Local Cable Channel 6

Lewis Construction Of Virginia Inc.
WATER SEWER DRAIN

Wellington Estates
16" GV Sewer CIP
3/25/2019

7716 Quaker Drive
Suffolk, VA 23437
Phone 757-986-2273
Fax 757-986-3536
Proposal

Quantity		Description	Unit Materials	Unit Labor	Total Materials	Total Labor	Total
1		16" Gate valve "OL" AFC	$ 6,971.00	$ 275.00	$ 6,971.00	$ 275.00	$ 7,246.00
1		NPN 15 Sewer valve box	$ 127.00	$ 100.00	$ 127.00	$ 100.00	$ 227.00
13	ft	truss box	$ 16.00	$ 5.00	$ 208.00	$ 65.00	$ 273.00
1		16" LP sleeve MJ	$ 347.00	$ 225.00	$ 347.00	$ 225.00	$ 572.00
20	ft	16" C 900 PVC	$ 37.00	$ 50.00	$ 740.00	$ 1,000.00	$ 1,740.00
4		16" PVC Mega	$ 237.00	$ 50.00	$ 948.00	$ 200.00	$ 1,148.00
1		Excavation/restoration up to 5' depth	$ 3,600.00	$ 4,800.00	$ 3,600.00	$ 4,800.00	$ 8,400.00
		(roadway)			$ -	$ -	$ -
16	ton	57 stone	$ 43.00	$ 30.00	$ 688.00	$ 480.00	$ 1,168.00
1		traffic control (LCOV) one lane	$ 1,800.00	$ 1,200.00	$ 1,800.00	$ 1,200.00	$ 3,000.00
24	ft	saw cut asphalt up to 6"	$ 3.50	$ 3.50	$ 84.00	$ 84.00	$ 168.00
72	sq ft	asphalt demo up to 6"	$ 2.00	$ 5.00	$ 144.00	$ 360.00	$ 504.00
27	cyd	spoils haul off up to 5'	$ 17.00	$ 12.00	$ 459.00	$ 324.00	$ 783.00
27	cyd	select fill up to 5'	$ 15.00	$ 20.00	$ 405.00	$ 540.00	$ 945.00
16	ton	21A road stone 16"	$ 30.00	$ 20.00	$ 480.00	$ 320.00	$ 800.00
4	ton	BM asphalt patch 4"	$ 90.00	$ 260.00	$ 360.00	$ 1,040.00	$ 1,400.00
2	ton	SM asphalt patch 2"	$ 90.00	$ 260.00	$ 180.00	$ 520.00	$ 700.00
1		nite time work	$ 800.00	$ 1,200.00	$ 800.00	$ 1,200.00	$ 2,000.00
		TOTAL					$ 31,074.00

Lewis Construction Of Virginia Inc.

WATER SEWER DRAIN

Town of Smithfield
Wilson & Holt - Sewer CIP
rev 3/25/19

7716 Quaker Drive
Suffolk, VA 23437
Phone 757-986-2273
Fax 757-986-3536
Proposal 2

Quantity		Description	Unit Materials	Unit Labor	Total Materials	Total Labor	Total
1		12 x 12 tee MJ	$ 364.00	$ 1,800.00	$ 364.00	$ 1,800.00	$ 2,164.00
1		12" x gate valve "OL" AFC	$ 2,500.00	$ 175.00	$ 2,500.00	$ 175.00	$ 2,675.00
1		12 x 8 reducer MJ	$ 125.00	$ 125.00	$ 125.00	$ 125.00	$ 250.00
1		8" gate valve "OL" AFC	$ 1,092.00	$ 100.00	$ 1,092.00	$ 100.00	$ 1,192.00
2		NPN-15 sewer	$ 164.00	$ 100.00	$ 328.00	$ 200.00	$ 528.00
2		12" MJ LP sleeve	$ 199.00	$ 125.00	$ 398.00	$ 250.00	$ 648.00
1		8" MJ LP sleeve	$ 124.00	$ 125.00	$ 124.00	$ 125.00	$ 249.00
20	ft	12" C900 PVC DR18	$ 23.00	$ 50.00	$ 460.00	$ 1,000.00	$ 1,460.00
20	ft	8" C900 DR18	$ 11.00	$ 50.00	$ 220.00	$ 1,000.00	$ 1,220.00
10		12" PVC Mega lug	$ 137.00	$ 50.00	$ 1,370.00	$ 500.00	$ 1,870.00
5		8" PVC mega lug	$ 76.00	$ 25.00	$ 380.00	$ 125.00	$ 505.00
1		excavation/restoration roadway	$ 3,600.00	$ 3,600.00	$ 3,600.00	$ 3,600.00	$ 7,200.00
		up to 5' depth 5" pavement 5 x 5			$ -	$ -	$ -
1		traffic control	town supply	town supply	$ -	$ -	$ -
5	ton	57 stone	$ 43.00	$ 30.00	$ 215.00	$ 150.00	$ 365.00
		TOTAL					$ 20,326.00

Lewis Construction Of Virginia Inc.
WATER SEWER DRAIN

RO Plant
12" GV SEWER CIP
3/25/2019

7716 Quaker Drive
Suffolk, VA 23437
Phone 757-986-2273
Fax 757-986-3536
Proposal

Quantity		Description	Unit Materials	Unit Labor	Total Materials	Total Labor	Total
1		12" Gate valve "OL" AFC	$ 2,500.00	$ 175.00	$ 2,500.00	$ 175.00	$ 2,675.00
1		NPN 15 Sewer valve box	$ 165.00	$ 125.00	$ 165.00	$ 125.00	$ 290.00
13	ft	truss box	$ 30.00	$ 5.00	$ 390.00	$ 65.00	$ 455.00
1		12" LP sleeve MJ	$ 199.00	$ 125.00	$ 199.00	$ 125.00	$ 324.00
20	ft	12" C900 PVC	$ 23.00	$ 50.00	$ 460.00	$ 1,000.00	$ 1,460.00
4		12" PVC Mega	$ 137.00	$ 50.00	$ 548.00	$ 200.00	$ 748.00
1		Excavation/restoration (green area)	$ 1,200.00	$ 3,600.00	$ 1,200.00	$ 3,600.00	$ 4,800.00
		up to 5' depth			$ -	$ -	$ -
6	ton	57 stone	$ 43.00	$ 30.00	$ 258.00	$ 180.00	$ 438.00
		TOTAL					$ 11,190.00

FINANCE

COMMITTEE

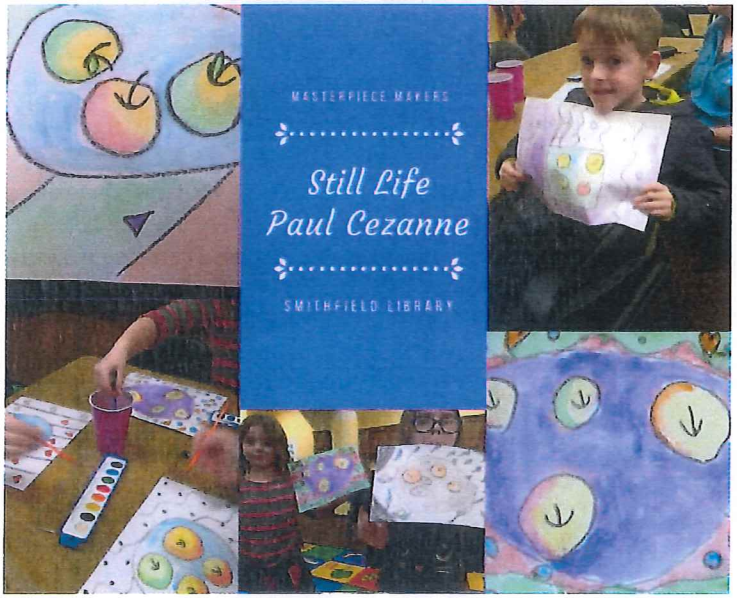
FY 2019 / 2020

Contribution Request

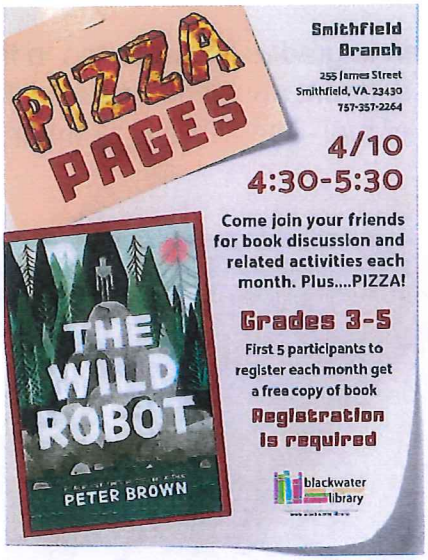
Programs at Smithfield Library

Smithfield Library continues family oriented programs. These monthly programs began in September and the community continues to enjoy them.

Masterpiece Makers. Children in grades kindergarten to fifth are invited to create masterpieces in the style of a different artist each month. The class is described as a little bit of art history and a lot of fun! The average number of participants is twelve each month.



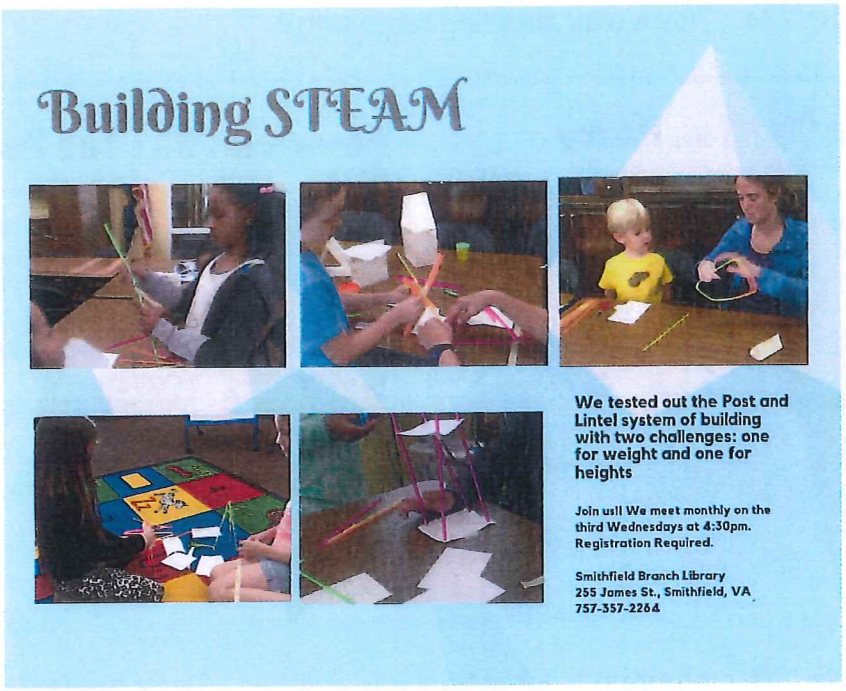
Pizza Pages Book Club. This book club is for third to fifth graders. This is a monthly book club discussion with related activities plus pizza. The first five participants that register each month received a free copy of the monthly selection to keep. The average number of participant is ten each month. I have attached a copy of our flyer.



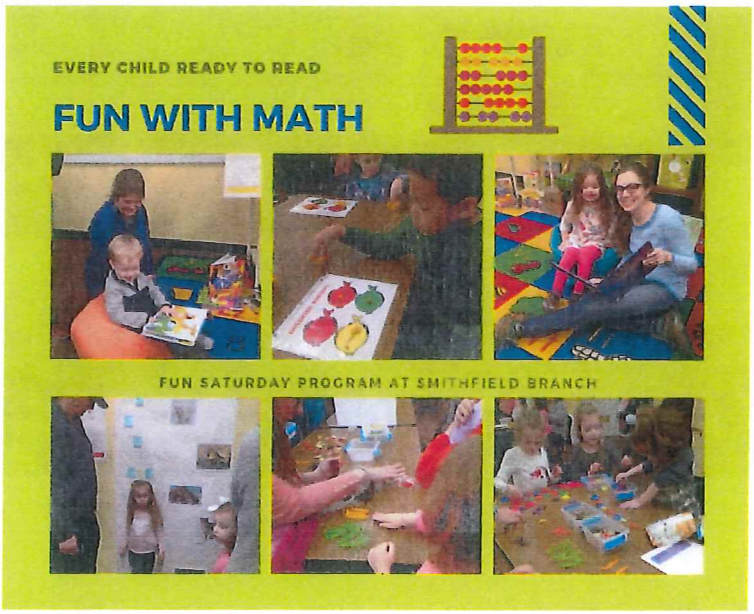
American Girl Tea Party. The library offered a tea party featuring American Girl Books. We had a speaker, Isle of Wight County staff member Cathy Mountjoy who discussed colonial clothing and talked about life in Isle of Wight County and Williamsburg in 1774. There was standing room only!!

Books & Bricks. This program is for school age children. Terry reads a book to the children. The children are presented with building challenges using Lego relating to the book. The average number of participants is around twelve to thirteen each month.

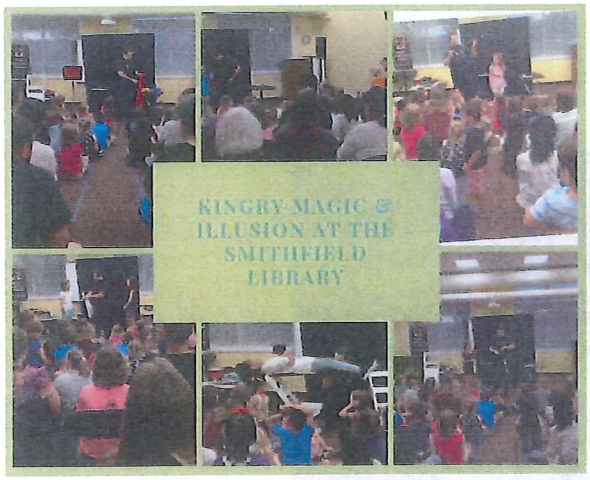
Building Steam. This is a hands-on STEAM enrichment activity geared towards kindergartners to fifth grade. The average number of participants is ten each month.



Every Child Ready to Read, Fun with Letters. This program assists parents and caregivers with literacy tips for children. This is an early childhood initiative proposed by PLA/ALA Youth Services. The library offers this program once a quarter. Our February program centered on math. Our next Every Child Ready to Read program will be May 18 which is titled "Fun With Science."



Family Fun Night. The library has offered the public two Family Fun Nights. This program offers families in the community a free fun event since there are limited opportunities available in Smithfield. Our first Family Fun Night presented a magician and we had 120 people attend. The second one offered Bright Star Theater performing "Christmas with Santa." This program had 70 people in attendance.



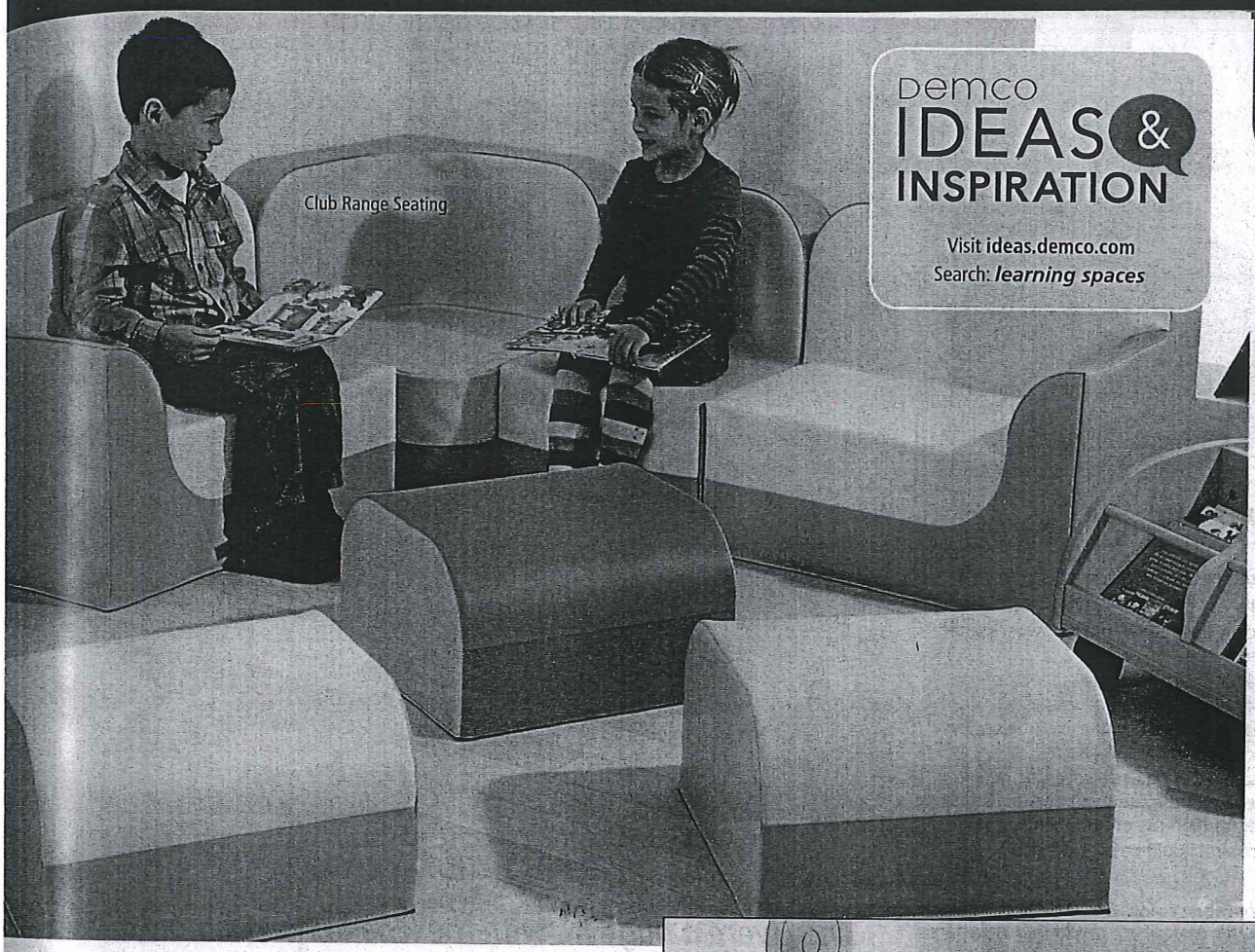
In celebration of Dr. Seuss, Smithfield Library offered a "Happy Birthday Dr. Seuss Family Fun Night" on March 1. With the help of community members, we had games, balloons and prizes.

Noon Year's Eve Party. We ended the year with a party for our young patrons. The library offered a scavenger hunt along with dancing, cake and Ginger Ale. At noon, we had a balloon drop and shot off confetti cannons. This was a very fun event. We had twenty-five people in attendance.

We asked participants to fill out a survey about our programs. Everyone who attended enjoy having the extra programs aimed at families. Many wrote they would like to see more opportunities for family programs in the future.

The programs with the largest attendance was Happy Birthday Dr. Seuss with 125 people and Kingry Magic & Illusion Family Fun Night with 120 people. These programs were very successful since it allowed the children to interact. Dr. Seuss was mostly carnival type games with a story time. This program allowed young children to be active since they had to go from one activity to the next. The magic show offered audience participation in some of the acts.

All of these programs are new to the library. The monthly ones, Masterpiece Makers, Building S.T.E.A.M., Pizza Pages, and Books and Bricks have regular attendees. Families appreciate our quarterly programs, Every Child Ready to Read and Family Fun Nights. These programs are extremely appreciated and well received by our patrons.



demco IDEAS & INSPIRATION
Visit ideas.demco.com
Search: *learning spaces*

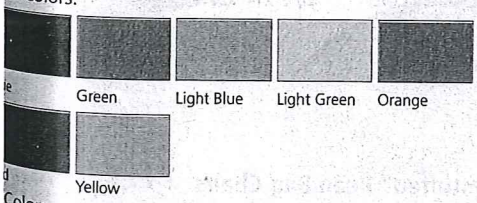
/esco® Range Seating

esign seating to fit your space

- 60 lb. weight capacity
- High-density foam cores keep their shape
- Phthalate-free, jersey-lined vinyl covers are easy to clean with soap and water
- 12½" seat height
- Anti-slip bases keep units in place

dEx

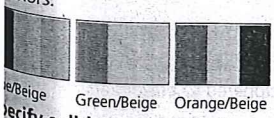
lid colors:



e Green Light Blue Light Green Orange

d Yellow

Colors:



e/Beige Green/Beige Orange/Beige

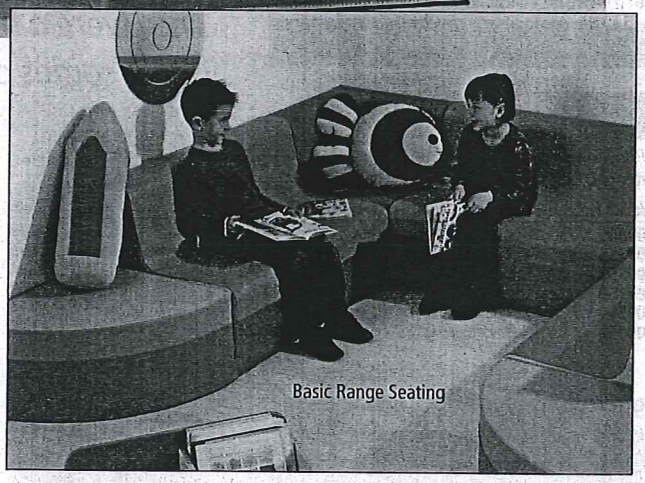
ecify solid color or tri-color combinations: See above.

dditional sizes available @demco.com, Search: ***wesco range***

Integrate Color

Use comfort and color to attract young children and their caregivers. Surround them with fun and interesting activities to encourage learning and exploration.

We can help you create fun and functional spaces for children and families. Call us at 800.747.7561.



Basic Range Seating: Units do not include armrests.

Product No.	Description	HxWxD	Price
P149-1443	Round Cushion	13"x24" dia.	$164.99
P149-1442	Square Cushion	13"x24"x24"	154.99
P149-1440	Wedge Cushion	13"x24" radius	159.99
P149-1439	Straight Chair	24"x20"x24"	204.99
P149-1441	Corner/Wedge Chair	24"x17"x24"	199.99
P122-3560	Corner Chair	24"x24"x24"	319.99
P149-1438	Sofa/2 Seat Bench	24"x39"x24"	339.99
P122-3561	Sofa/3 Seat Bench	24"x49"x24"	369.99
P146-0223	Sofa & Straight Chair Set	—	529.99
P146-0224	Sofa, Straight Chair, Corner Chair Set	—	659.99

Club Range Seating: Some units include armrests.

Product No.	Description	HxWxD	Price
P122-3562	Ottoman	13"x18"x18"	$119.99
P122-3563	Straight Chair	24"x24"x19"	154.99
P122-3565	Right Armrest Chair	24"x24"x31"	279.99
P122-3566	Left Armrest Chair	24"x24"x31"	279.99
P122-3567	Corner Arm Chair	24"x24"x32"	254.99
P122-3568	Bench Seat	24"x39"x24"	384.99

Turn Any Space Into a Cozy Reading Zone

ildren's Floor Furniture ★★★★★

urethane foam holds shape

-piece polyurethane foam cores

esilient and responsive like foam rubber, but far more supportive

tools include internal thick frames

Vipe-clean vinyl covers

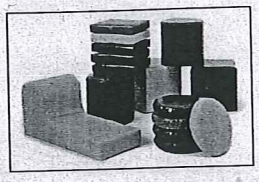
IEx

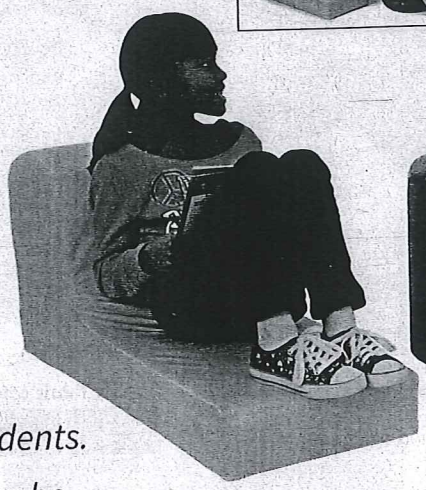
ecify vinyl color:

Green Purple Red Yellow

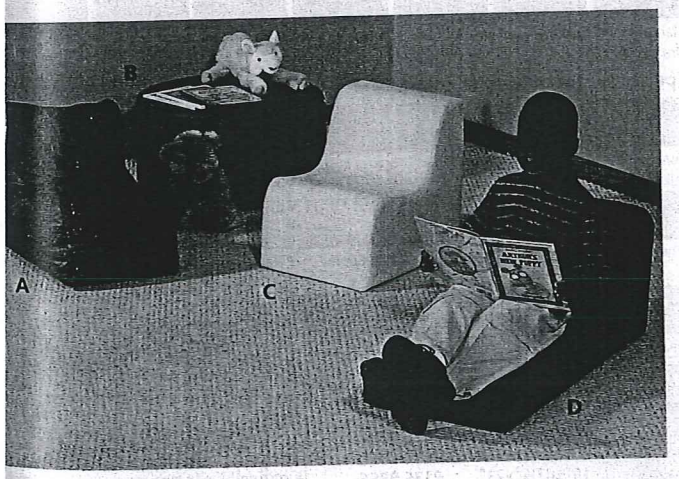
duct No.	Description	HxWxD	1 Ea.	3 Ea.
7-7605	Square Cushion	3"x16½"x16½"	$37.99	$32.84
7-7607	Round Cushion	3"x15"x15"	37.99	32.84
7-7908	Square Stool	15"x15"x15"	76.99	71.89
7-7907	Round Stool	15"x15"x15"	76.99	71.89
7-7606	Lounge Chair	16"x14"x34"	97.99	92.84

Choose From Many Sizes and Shapes





"ney were an instant hit with the students. They are bright, well-made, and can be wiped down if needed.
– JJ123, IL



Foam & Styrene-filled Lounge Chairs CAL 117

Lightweight and durable construction — virtually kid proof

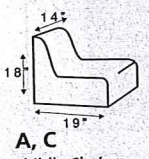
- Filled with nonallergenic foam or economical styrene pellets
- Durable vinyl covers feature hidden zippers and sewn seams

STOCK or FedEx OVERSIZE

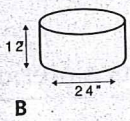
Specify vinyl color:

Blue Green Red Yellow

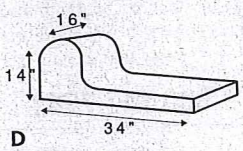
Key	Product No.	Description	Ships	1 Ea.	3 Ea.
A	P805140	Child Styrene Chair	STOCK	$63.99	$58.69
B	P149-1403	Table/Hassock	FedEx	154.99	144.99
C	P149-1401	Child Foam Chair	FedEx	144.99	134.99
D	P149-1404	Long Raised-back Foam Lounger	FedEx	134.99	124.99



A, C
Child's Chair



B
Table Hassock



D
Long Raised Lounger

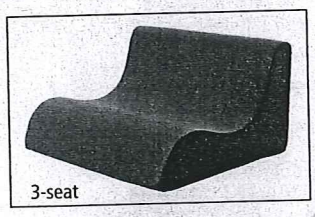
HABA® Wave Sofas CAL 117

Unique wave design lets little readers comfortably stretch their legs

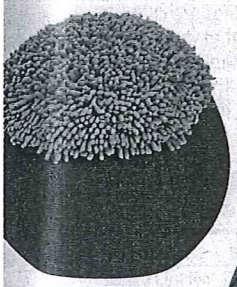
- 200 lb. weight capacity
- Solid foam cores provide comfort and support
- Fabric covers are pill-, fade- and tear-resistant polyester
- Synthetic leather covers are 100% polyester with a wipe-clean PVC coating
- All covers are removable and washable
- 8" seat height
- Nonskid undersides keep units in place

Specify fabric color: See p. 454.
Specify synthetic leather color: See p. 454.

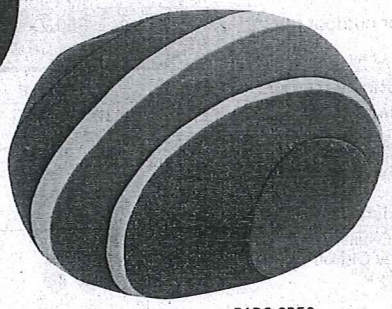
Description	HxWxD	Fabric Product No.	Price	Synthetic Leather Product No.	Price
2-Seat	23¼"x31½"x36"	P136-9354	$659.99	P136-9355	$639.99


3-seat

2-seat



P136-9352



P136-9350

ABA® Anemone Pebble Cushions

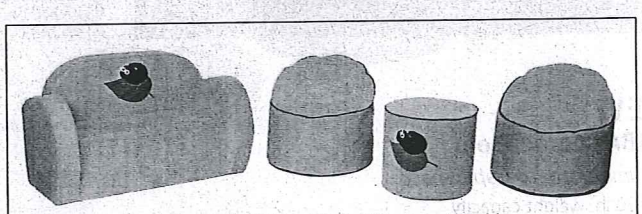
ng nature into your children's area

nternal liners filled with Styrofoam® balls

Zippered, plush cotton chenille covers are removable for machine washing

Covers have hard-wearing polyester undersides

duct No.	Description	HxWxD	1 Ea.	3 Ea.
6-9352	Green Anemone	14"x15¾" dia.	$189.99	$179.99
6-9350	Pebble	11¼"x18¼"x19¾"	209.99	199.99



Ladybird Set including 1 Sofa, 2 Seats and 1 Table

NEW!

Novum by Gressco Ladybird Seating

Give kids a comfy place to gather with friends

- 100 lb. weight capacity
- Seats are filled with polystyrene foam granules for user comfort
- Table and sofa have solid foam cores for firm support and stability
- Soft polyester fabric upholstery can be easily spot cleaned with water and mild detergent
- Nonslip undersides prevent sliding

FedEx or

Product No.	Description	HxWxD	Ships	Price
P137-7865	Seat	23¾"x23¾" Dia.	FedEx	$99.49
P137-7866	Table	15¾"x17¾" Dia.	FedEx	139.99
P137-7867	Sofa	23¾"x17¾"x39¼"		314.99
P137-7868	1 Sofa, 2 Seats, 1 Table Set			659.99

EW!

ovum by Gressco Bee ıble & Pouf Set

ing a little of the outdoors to your children's area

100 lb. weight capacity

Solid polyurethane foam cores

Synthetic leather covers are removable for easy cleaning

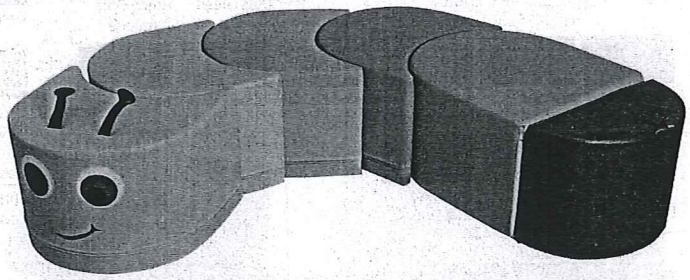
Appealing graphics make kids want to gather

Nonskid undersides keep units in place on all floor surfaces

Set includes one 11¾"H x 23½" dia. table and four 7⅞"H x 11¾" dia. pouf seats

edEx

oduct No.	Price
137-7863	$484.99



NEW!

Novum by Gressco Happy Caterpillar

Bright, fun unit can be used in pieces or as a complete, comfy critter

- 150 lb. weight capacity
- Solid polyurethane foam core
- Synthetic leather cover is removable for easy cleaning
- Nonslip underside prevents sliding on all floor surfaces

Product No.	HxWxD	Price
P137-7864	11¾"x17¾"x74¾"	$599.99

NEW!
Children's Armless Lounge Seating

CAL 117

Armless design provides more room for sitting

- ⅞" thick hardwood inner frame with corner blocks, screws and permanent fasteners
- Foam cushions covered with Book Tapestry fabric or easy-clean vinyl upholstery
- Seats are constructed with strong, no-sag springs for durability
- 12" or 15" seat height

Specify fabric or vinyl color:

Grade 1 fabric color:

Book Tapestry

Grade 1 vinyl color:

American Beauty, Irish Spring, Mandarin Orange, Marina, Purple Iris

Grade 2 vinyl color:

Vibe Ballpoint, Vibe Bombay Blue, Vibe Caribbean, Vibe Clementine, Vibe Grasshopper, Vibe Indian Summer

P137-6474

P137-6495

Description	HxWxD	Seat Ht.	Grade 1 Fabric/Vinyl Product No.	Price	Grade 2 Vinyl Product No.	
Chair	25"x17"x18"	12"	P137-6474	$429.99	P137-6475	$4
Loveseat	25"x36"x17"	12"	P137-6476	514.99	P137-6477	5
Chair	28"x17"x21"	15"	P137-6492	429.99	P137-6493	4
Loveseat	28"x36"x21"	15"	P137-6494	514.99	P137-6495	5

Cabin Yard Shown in Green/Blue

Wesco® Tio'la Cabins

Transform your children's spaces into cozy cocoons

- 100% recyclable, weather- and UV-resistant polyethylene cabin construction
- Metal and synthetic mesh Roof Canvas expands covered area
- Single Cabins include recommended wall fixings for additional security stability
- Cabin Yard includes 2 Single Cabins and 1 Roof Canvas

Specify Single Cabin color:

Blue, Green, Orange, White

Specify Cabin Yard colors:

Blue/Orange, Green/Blue, Orange/Green

Product No.	Description	HxWxD	
P137-5129	Single Cabin	50"x48½"x19¾"	$
P137-5130	Cabin Yard	50"x48½"x59"	
P137-5131	Roof Canvas	—	

Since we started theses new programs in September, we have seen an increase in patrons using the library. Last year during September to April we had 38,090 patrons visit the library. This year we had 39,305 visitors, an increase of 1,215 people or 3% increase.

We will continue to offer Family Fun Nights and other special programs to the community as long as we have funding.

To continue providing these programs we will need $2,500.

We could also use assistance with updating our children's room area. This would entail new furniture, new age appropriate toys, educational toys and toys that inspire learning.

To improve our children's area we would need $1,500.

additional Request of $500. for furnishings

Total Request FY 2019/20

$4,500.00

Smithfield Pop Warner – Football and Cheer
351 Spring Hill Place
Smithfield VA 23430

President Derek Boone president@smithfieldpopwarner.org (757) 879-4326
Vice President Mark Ruffin vicepresident@smithfieldpopwarner.org (757) 570-0831
Secretary Katey Jones secretary@smithfieldpopwarner.org (757) 376-0799
Treasurer Sean Kelly treasurer@smithfieldpopwarner.org
Cheer Commissioner Tiara Eley cheer@smithfieldpopwarner.org (757) 286-3864
Football Commissioner Erik Cypress football@smithfieldpopwarner.org (757) 371-5112

The Smithfield Pop Warner program is looking for local business community support. Our organization has been serving the local area for more than twenty years. We provide safe, structured, recreation at no taxpayer expense, for more than one hundred fifty boys and girls in our community.

Our program keeps participants physically fit and teaches them important lessons about teamwork, perseverance; we also encourage academic achievement, and sportsmanship. All donations go into our general fund to sponsor lower income and high risk kids and to replenish football equipment, cheer uniforms, referee fees, facility use, and pay liability insurance fees.

This past season our Pee Wee Cheerleading squad advanced to the 2018 Pop Warner National Cheer and Dance Championships in Orlando, FL where they finished in 3rd place in the nation for sideline cheer. Our Junior Pee Wee Football Team was named SEVA champs for our region.

Smithfield Pop Warner Football & Cheer is gearing up for the 2019 Season! We would like to invite you to be a sponsor, helping a positive and rewarding program. This is a proposition in which your buck produces BANG! If you could help promote fitness to the youth in our community...If you could help provide a nationally endorsed athletic program in our community...If you could encourage citizenship and integrity into the youth of our community...If you could help provide tutoring to students that need extra help...If you could do something that could create lifelong memories for more than 100 kids in Isle of Wight County...would you be willing to donate a few dollars?

Pop Warner is a national program that introduces children aged 5 thru junior high to football and cheerleading taking both age and weight into consideration for safety. Each football division is encouraged by a cheerleading squad that parallels the age and ability of the football team. Smithfield Packers field 4 football teams and 3 cheerleading squads; averaging 24-28 players per team and 10-20 per squad. Coaches hold the athletes to the highest standards of character and integrity. The Conference holds the athletes responsible for academics and citizenship. The parents are responsible to pay a registration fee and encourage each athlete by being at practice on time and prepared and at each game. The athletes are responsible to work their hardest to be a healthy and productive member of the family, the team, the school, and the community. There are no paid positions. All members of the Board, Coaches, and every individual that it takes to create a successful season volunteer time. The financial burden of equipping and providing this sport in Isle of Wight County and surrounding Counties is substantial. You are a part of such a great community.

Smithfield Pop Warner – Football and Cheer

Being a generous and committed sponsor to the many different needs of the Isle of Wight Community is what makes this community great! We are asking that you consider making a donation to upcoming season and supporting our kids on their path to success.

As part of your donation, we are happy to have a banner at our games and promote you as a sponsor on our website, face book page and any social media we have. Below is a list of Sponsor levels.

"Whole Hog" Sponsor $1000

- Logo on Smithfield Pop Warner website through the season with link to your company website
- Logo **(X-Large)** will be prominently displayed on our sponsorship banner during all home games and events
- You will receive a framed thank you letter and Plaque
- Ability to distribute promotional materials at home games and to Packer Families
- ***Shout-out*** every quarter at all home games

Blue Sponsor $500

- Logo on Smithfield Packers website through the season
- Logo (Large) will be displayed at on sponsorship banner during all home games and events
- You will receive a framed thank you letter and Plaque
- Ability to distribute promotional materials at home games and to Packer Families ☐ Shout-out every half at all home games

Gold Sponsor $250

- Logo on Smithfield Packers website through the season
- Logo (Medium) will be displayed on sponsorship banner during all home games and events
- Ability to distribute promotional materials at home games and to Packers Families ☐ You will receive a framed thank you letter

White Sponsor $100

- Logo on Smithfield Packers website through the season
- Logo (Small) will be displayed at of our sponsorship banner during all home games and events
- Ability to distribute promotional materials at home games and to Packers Families ☐ You will receive a framed thank you letter

Friend of the Packers: Donations (food and beverage to sell at concessions, banquets, paper goods, raffle items, etc)

☐ Logo on Smithfield Packers website through the season

Smithfield Pop Warner – Football and Cheer

We are turning to you, our community leaders, for your financial support of our local Pop Warner program. The sponsorship program we have designed provides you with a return on your investment by promotion of your business to a large group of parents and relatives that come to enjoy the games and support our cause. Thank you in advance for your contribution supporting the children of our community.

Yes, I want to support Smithfield Pop Warner!

☐ **"Whole Hog" Sponsor** ☐ **BLUE Sponsor** ☐ **Gold Sponsor**

☐ **White Sponsor** ☐ **Friends Of Packers Amount: _____**

Please provide your information below:

Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

Email Address: _____

A member of our organization will contact you to acknowledge your sponsorship, obtain logo and inform you of any additional information you may need.

Please make check payable to: Smithfield Pop Warner

Sponsorship promoted by Packers Family: _____

Smithfield Pop Warner – Football and Cheer

Smithfield Pop Warner Football & Cheer is a Virginia Corporation and is a 501(C) (3) organization (Tax ID 26-1813009) allowing your sponsorship to be tax deductible. Once again, thank you for helping to provide a quality program that is nationally endorsed in our Community for our Children. Your willingness to encourage and support the youth of the Isle of Wight and surrounding Community is expressed in your donation. Please contact any of the above listed individuals for information or mailed to **above address,** a return receipt will be provided. Thank you in advance for your generous support.

Please contact us directly if you will like to sponsor a specific team.

Sincerely

Mark Ruffin
Vice President, Smithfield Pop Warner

CASH BALANCES AS OF MARCH 31, 2019					
			Current Year	Prior Year	
ACCOUNT NAME	BANK NAME	ACCOUNT	Interco.	Interco./Interdep	ADJUSTED
		BALANCE	Balances	Balances	BALANCES
Water	Farmers Bank	1,281,492.62	(497,759.45)	-	783,733.17
Water-Debt Service	Farmers Bank	784,985.72	11,712.47	-	796,698.19
Water Capital Escrow (availability fees)	TowneBank	642,137.43	19,040.00	-	661,177.43
Water Treatment Plant Escrow	TowneBank	11,626.11			11,626.11
Water Deposit Account	TowneBank	85,552.43			85,552.43
Water Development Escrow	TowneBank	158,541.82	-	-	158,541.82
Subtotal Water		2,964,336.13	(467,006.98)	-	2,497,329.15
Sewer	Farmers Bank	519,556.81	(173,321.16)	(135,270.23)	210,965.42
Sewer Development Escrow	TowneBank	423,254.09	-	-	423,254.09
Sewer Capital Escrow (availability fees)	TowneBank	1,018,156.41	28,840.00	-	1,046,996.41
Sewer Compliance	Farmers Bank	2,451,152.49	18,114.76	-	2,469,267.25
Subtotal Sewer		4,412,119.80	(126,366.40)	(135,270.23)	4,150,483.17
Highway	Farmers Bank	219,108.47	157,145.86	-	376,254.33
General Fund	Farmers Bank	4,016,414.27	1,524,784.00	135,270.23	5,676,468.50
Payroll	Farmers Bank	53,916.74			53,916.74
Money Market-General Fund	TowneBank	38,737.11			38,737.11
Business Super Now-General Fund	Farmers Bank	34,478.65			34,478.65
Money Market-General Fund	Farmers Bank	295,793.77			295,793.77
General Fund Capital Escrow Account	TowneBank	217,374.85			217,374.85
Certificate of Deposit	Farmers Bank	527,159.03			527,159.03
Certificate of Deposit-Police Dept	Farmers Bank	37,095.40			37,095.40
Special Project Account	Farmers Bank	1,120,639.38	(1,088,556.48)		32,082.90
Pinewood Heights Escrow	Farmers Bank	51,500.89			51,500.89
SNAP Account	Farmers Bank	2,218.75			2,218.75
Museum Account	Farmers Bank	196,421.02			196,421.02
Windsor Castle Acct	TowneBank	92,903.00			92,903.00
Subtotal General Fund		6,684,652.86	436,227.52	135,270.23	7,256,150.61
TOTAL ALL FUNDS		14,280,217.26	-	-	14,280,217.26

Virginia Investment Pool
A Service of VML/VACo Finance

Account Statement

March 2019

Town of Smithfield

P.O. Box 246
Smithfield, VA 23431

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

Summary

VA-01-0009-0001 **GENERAL**

Beginning Market Value	Contributions	Withdrawals	Income Earned	Current Month Unrealized G/L	Ending Market Value
521,035.31	0.00	43.94	1,082.06	2,121.81	524,195.24

Transactions

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	NAV	Shares	Realized GL
03/15/2019	Withdrawal		43.94		9.971425	4.407	0.00
03/15/2019	Income Earned	598.02			9.971425	59.973	
03/29/2019	Income Earned	484.04			9.998811	48.410	
03/31/2019	Ending Balance			524,195.24	9.998811	52,425.757	

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 2019

Town of Smithfield

P.O. Box 246
Smithfield, VA 23431

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

Summary

Average Monthly Yield: 2.58%

		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
03/31/2019	Ending Balance			0.000	

Virginia Investment Pool
A Service of VML/VACo Finance

Daily Rates

March 2019

VIP Stable NAV Liquidity Pool

Date	Dividend Rate	Daily Yield
01-Mar-19	0.000071373	2.61%
02-Mar-19	0.000071373	2.61%
03-Mar-19	0.000071373	2.61%
04-Mar-19	0.000070825	2.59%
05-Mar-19	0.000070825	2.59%
06-Mar-19	0.000070825	2.59%
07-Mar-19	0.000070825	2.59%
08-Mar-19	0.000070825	2.59%
09-Mar-19	0.000070825	2.59%
10-Mar-19	0.000070825	2.59%
11-Mar-19	0.000070825	2.59%
12-Mar-19	0.000070825	2.59%
13-Mar-19	0.000070825	2.59%
14-Mar-19	0.000070825	2.59%
15-Mar-19	0.000070825	2.59%
16-Mar-19	0.000070825	2.59%
17-Mar-19	0.000070825	2.59%
18-Mar-19	0.000070825	2.59%
19-Mar-19	0.000070551	2.58%
20-Mar-19	0.000070825	2.59%
21-Mar-19	0.000070825	2.59%
22-Mar-19	0.000070551	2.58%
23-Mar-19	0.000070551	2.58%
24-Mar-19	0.000070551	2.58%
25-Mar-19	0.000070551	2.58%
26-Mar-19	0.000070551	2.58%
27-Mar-19	0.000070551	2.58%
28-Mar-19	0.000070551	2.58%
29-Mar-19	0.000070825	2.59%
30-Mar-19	0.000070825	2.59%
31-Mar-19	0.000070825	2.59%

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

xylem
Let's Solve Water

godwin FLYGT

Invoice

Sold by:
Branch 009
1190 Harmony Road
Norfolk, VA 23502
Tel: 757-490-1300
Fax: 757-459-4856

Remit to:
28611 Network Place
Chicago, IL 60673-1286
Phone: 856-467-3636

SOLD TO
Town of Smithfield
PO Box 246
Smithfield, VA 23431-0246

SHIP TO
Town of Smithfield
Lakeside Pump Station
239 Cary Street
Smithfield, VA 23431

Cust. No.	Invoice Date	Invoice No.
00013106	03-29-2019	400903552

Customer PO	Ordered By	Contract Date	Date Shipped	Sale Contract #	Sales Representative	Order Taken By	Payment Terms
PW-19-09	Mr. Jesse Snead	12-11-2018	03-29-2019	209020038	Sam Bagnall	Sam Bagnall	Net 30

ITEM	DESCRIPTION	QTY ORDERED	QTY SHIPPED	QTY B/O'd	SELL PRICE	EXTENDED SELL
PMCD040DCN191	Dri-Prime CD140M Critically Silenced	1	1	0	56,823.00	56,823.00
	• Sound Attenuated Enclosure					
	• 4" 150# Flange Suction & Discharge					
	• John Deer 4045H280-T3 Diesel Engine					
	• Includes PrimeGuard and Auto Throttle					
	• Skid-mounted, Emergency Standby					
	• **Engine/Motor Options**					
	• Battery Charger - 12 Volt Trickle	1	1	0	270.01	270.01
	• Block Heater - 110 Volt	1	1	0	116.87	116.87
	• Single Gang (1) GFCI Duplex Receptacle	1	1	0	483.60	483.60
	• Dri-Prime Backup System	1	1	0	0.00	0.00
	• Emergency Standby Diesel Engine	1	1	0	0.00	0.00
	• **Base Options**					
	• (2) 12V Halogen Work Lights w/Switch	1	1	0	427.18	427.18
	• (2 ea.) Mounted on Top Rear Left and Right Corner of CS Enclosure					
	• (1) 12V Light Mounted Over PG w/Timer	1	1	0	302.25	302.25
	• UL Double Wall Tank	1	1	0	2,256.80	2,256.80
	• **Pump Options**					
	• Paint	1	1	0	0.00	0.00
	• Enclosure to be painted Sherwin Williams Quiver Tan (SW6151)					

04 004-442010-0000-
47012

ALL PAST DUE INVOICES ARE SUBJECT TO
1 1/2% PER MONTH SERVICE CHARGE

Important Information: Due to fraud attempts any communication for changes of bank account details have to be confirmed by a call-back with your respective Xylem contact person.

xylem
Let's Solve Water

godwin FLYGT

Invoice

Sold by:

Branch 009
1190 Harmony Road
Norfolk, VA 23502
Tel: 757-490-1300
Fax: 757-459-4856

Remit to:
28611 Network Place
Chicago, IL 60673-1286
Phone: 856-467-3636

SOLD TO
Town of Smithfield
PO Box 246
Smithfield, VA 23431-0246

SHIP TO
Town of Smithfield
Lakeside Pump Station
239 Cary Street
Smithfield, VA 23431

Cust. No.	Invoice Date	Invoice No.
00013106	03-29-2019	400903552

Customer PO	Ordered By	Contract Date	Date Shipped	Sale Contract #	Sales Representative	Order Taken By	Payment Terms
PW-19-09	Mr. Jesse Snead	12-11-2018	03-29-2019	209020038	Sam Bagnall	Sam Bagnall	Net 30

ITEM	DESCRIPTION	QTY ORDERED	QTY SHIPPED	QTY B/O'd	SELL PRICE	EXTENDED SELL
	Pumpend S/N: 18649258-1 Engine S/N: PE4045N014566 Base S/N: A61011646 E-Code: 164281					
MSEJ080F1003	8" x 4" Proco Flanged Eccentric • Expansion Joint, Series 231 • Neoprene Cover with Nitrile Tube • ANSI Flg Pattern: 125/150#	1	1	0	1,300.00	1,300.00
MSEJ060F1003	6" x 4" Proco Flanged Eccentric • Expansion Joint, Series 221R • Neoprene Cover with Nitrile Tube • ANSI Flg Pattern: 125/150#	1	1	0	1,300.00	1,300.00
CAPGMA005	PrimeGuard Float Set • w/ 65' Mechanical Floats	1	1	0	334.49	334.49
PDELIVERYFRT009	DELIVERY MOTOR FRT BR 009 PARTIAL LOAD	1	1	0	500.00	500.00

ALL PAST DUE INVOICES ARE SUBJECT TO
1 1/2% PER MONTH SERVICE CHARGE

Important Information: Due to fraud attempts any communication for changes of bank account details have to be confirmed by a call-back with your respective Xylem contact person.

Invoice

Sold by:

Branch 009
1190 Harmony Road
Norfolk, VA 23502
Tel: 757-490-1300
Fax: 757-459-4856

Remit to: Xylem Dewatering Solutions, Inc.
28611 Network Place
Chicago, IL 60673-1286
Phone: 856-467-3636

SOLD TO
Town of Smithfield
PO Box 246
Smithfield, VA 23431-0246

SHIP TO
Town of Smithfield
Lakeside Pump Station
239 Cary Street
Smithfield, VA 23431

Cust. No.	Invoice Date	Invoice No.
00013106	03-29-2019	400903552

Customer PO	Ordered By	Contract Date	Date Shipped	Sale Contract #	Sales Representative	Order Taken By	Payment Terms
PW-19-09	Mr. Jesse Snead	12-11-2018	03-29-2019	209020038	Sam Bagnall	Sam Bagnall	Net 30

ITEM	DESCRIPTION	QTY ORDERED	QTY SHIPPED	QTY B/O'd	SELL PRICE	EXTENDED SELL
DZONE02ROLLBACK	Delivery Zone 2 - Rollback	1	1	0	0.00	0.00

ALL PAST DUE INVOICES ARE SUBJECT TO
1 1/2% PER MONTH SERVICE CHARGE

Merchandise	Labor	Shipping	Misc. Charges	Taxes
$ 63,614.20	$ 0.00	$ 500.00	$ 0.00	$ 0.00

Important Information: Due to fraud attempts any communication for changes of bank account details have to be confirmed by a call-back with your respective Xylem contact person.

Total Invoice **$ 64,114.20**

40607

SYDNOR HYDRO...INC.

P.O. BOX 27186 RICHMOND, VIRGINIA 23261
PHONE 804-643-2725 FAX 804-788-9058

www.sydnorhydro.com
sydnor@sydnorhydro.com

Please PAY BY INVOICE

SHIPPING ADDRESS
★ 2111 MAGNOLIA STREET, RICHMOND, VA 23223

INVOICE TO

69569
TOWN OF SMITHFIELD
PO BOX 246
310 INSTITUTE STREET
SMITHFIELD VA 23431

SHIPPED TO

INVOICE DATE	YOUR ORDER NUMBER	OUR JOB NUMBER	TERRITORY	TAX EXEMPTION CERTIFICATION NUMBER
4/9/19	PW-19-04	90854-8	11	ST 12

DATE SHIPPED OR COMPLETED	F.O.B.	VIA	TERMS
			NET 30

QTY.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	TOTAL AMOUNT
	FOR FAIRBANKS MORSE SERIAL #10521427 JAMES STREET PUMP STATION			
	1 - 4" 5433WD, 50 HP, 1800 RPM REPLACEMENT PUMP		$23,976.00	
	Purchase order (9/24/18) PW-19-04			
	TOTAL BILLING			$23,976.00

ACCOUNTS NOT PAID IN FULL IN **30 DAYS** ARE SUBJECT TO A **FINANCE CHARGE** OF 1½% OF THE **UNPAID BALANCE** AT THE END OF THE **MONTH** WHICH IS AN **ANNUAL RATE** OF **18%** PER YEAR.

INVOICE

INVOICE NUMBER 40610

SYDNOR HYDRO...INC.

P.O. BOX 27186 RICHMOND, VIRGINIA 23261
PHONE 804-643-2725 FAX 804-788-9058

www.sydnorhydro.com
sydnor@sydnorhydro.com

Please PAY BY INVOICE

SHIPPING ADDRESS
★ 2111 MAGNOLIA STREET, RICHMOND, VA 23223

INVOICE TO
69569
TOWN OF SMITHFIELD
PO BOX 246
310 INSTITUTE STREET
SMITHFIELD VA 23431

SHIPPED TO

INVOICE DATE	YOUR ORDER NUMBER	OUR JOB NUMBER	TERRITORY	TAX EXEMPTION CERTIFICATION NUMBER
4/9/19	PW-19-04	90855-8	11	ST 12

DATE SHIPPED OR COMPLETED	F.O.B.	VIA	TERMS
			NET 30

QTY.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	TOTAL AMOUNT
	FOR FAIRBANKS MORSE SERIAL #105230060 MAIN STREET PUMP STATION			
	1 - 4" 5433WD, 40 HP, 1800 RPM REPLACEMENT PUMP		$17,800.00	
	Purchase order (9/24/18) PW.19.04			
	TOTAL BILLING			$17,800.00

ACCOUNTS NOT PAID IN FULL IN **30 DAYS** ARE SUBJECT TO A **FINANCE CHARGE** OF 1½% OF THE **UNPAID BALANCE** AT THE END OF THE **MONTH** WHICH IS AN **ANNUAL RATE** OF 18% PER YEAR

TOWN OF SMITHFIELD

"The Ham Capital of the World"

Memorandum

April 19, 2019

TO: Town of Smithfield Finance Committee

FROM: Brian S. Thrower, Town Manager BST

SUBJECT: Rotary Club – Play Package Quote

Town staff met with Ian Brim representing the Rotary Club on Wednesday, April 17th to discuss the playground project presented at last month's Finance Committee meeting. Mr. Brim would like to complete the project prior to the beginning of next fiscal year and prior to students getting out of school. As such, the Rotary Club is now requesting a Town contribution for the current fiscal year.

Recommendation

Under normal circumstances, I would not recommend Council approve items such as this outside of the annual budget process. However, I am recommending Council approve this expense in this circumstance for the following reasons:

1) This is Town owned property that otherwise would require improvements by the Town if a civic group would not have proposed this project;
2) There is an existing line item of $750 in the FY19 budget that Council approved for maintenance of this playground; and
3) The playground equipment invoice (see attached) will be paid directly by the Town, i.e. the Town will not be making a direct contribution to the Rotary Club;

Attachment

Invoice

TOWN MANAGER'S OFFICE
911 South Church Street • P.O. Box 246 • Smithfield, VA 23431 • (757) 365-4200 Fax (757) 365-9508
www.smithfieldva.gov • Local Cable Channel 189
Find us on

Noah's Park & Playgrounds, LLC
PO Box 7987
Edmond, OK 73083
noahsplay.com
(877) 248-5444

Quote

Date	Valid Thru	Quote #
03/27/19	04/26/19	180790

Customer Service Representative
NPP - Customer Service
sales@noahsplay.com
Ph: (405) 607-0714 Fx: (405) 607-0624

Billing Address:
Rotary Club
TBD
Smithfield, VA 23430
c/o: Shagan Gatewood
Ph: (757) 768-6186

Ship To:
Rotary Club
TBD
Smithfield, VA 23430
Attn: Shagan Gatewood

NO INSTALLATION SERVICES REQUESTED

Primary Contact: **Shagan Gatewood** Phone: **(757) 768-6186** E-mail: **shagang706@gmail.com**

Qty	SKU/ITEM #	Description of Product &/or Services Provided	Unit Price	Freight Cost	Extended Amount
1	NPP-PKP015-PP	Play Package 015 - FREE SHIPPING	$12,395.00		$12,395.00

Est. Lead Time of Equipment from Receipt of Signed Proposal &/or Required Deposit Received & Final Color Selections have been made: **3 to 4 Weeks**

Type of Service: **Delivery Only**

Product Delivery "ONLY" - Due to the nature of handling, NPP cannot guarantee that product/materials may not be damaged during the shipping process. Any damages or discrepancies in equipment or materials will be addressed between the customer and manufacturer/sales agency. For ALL Direct Shipments, it is the responsibility of the customer to provide the means to off-load all products at owner's expense. This may require the use of a fork-lift or pallet-jack which is the responsibility of the customer to provide at the time of scheduled delivery. (DESTINATION LIFT-GATE SERVICE ONLY PROVIDED AT CUSTOMERS REQUEST, Additional Fees MAY Apply - LIFT-GATE SERVICE IS NOT AVAILABLE FOR PALLETS/CRATES THAT EXCEED 8'-0" IN LENGTH)

Subtotal of Product(s):	**$12,395.00**
Sales Tax: **Tax Rate:** N/A	
Total Freight:	
Delivery Only:	
Total:	**$12,395.00**

Deposit on Full Project - Funds MUST be Received Prior to Order Being Processed	**$6,197.50**
Remaining Balance Due in Full Upon Final Completion of Agreed Installation Package	**$6,197.50**

This proposal is valid for 30 Days from quote date, after 30 Days please call to confirm all pricing.

Order is not valid without an approved signature, customer agrees to all items, prices, and terms listed above. REVIEW ALL DETAILS OF THIS QUOTE. NOAH'S PARK & PLAYGROUNDS IS NOT RESPONSIBLE FOR UNREPORTED ERRORS.

Order Approved by: _____(signature) **Approval Date:**_____

TOWN OF SMITHFIELD

"The Ham Capital of the World"

Memorandum

April 19, 2019

TO: Town of Smithfield Finance Committee

FROM: Brian S. Thrower, Town Manager BST

SUBJECT: FY20 Budget – Request to Hold Work Session on Monday, April 29th at 3:00 p.m.

I am requesting you hold a budget work session on Monday, April 29th at 3:00 p.m. to start reviewing the proposed FY20 budget.

Attachment

FY20 Budget Development Timeline

TOWN MANAGER'S OFFICE
911 South Church Street • P.O. Box 246 • Smithfield, VA 23431 • (757) 365-4200 Fax (757) 365-9508
www.smithfieldva.gov • Local Cable Channel 189
Find us on

FY20 Budget Development Timeline

January 23rd – Treasurer and Manager to discuss FY20 budget development timeline and process at department head meeting. Discuss new budget request forms to be used.

February 28th – Budget request forms due to Treasurer.

March 1st – 15th – Treasurer to input budget requests into budget document.

March 15th – 17th – Town Council to hold retreat. Goals and priorities identified to be considered when developing recommended budget.

March 18th – April 19th – Treasurer and Manager to prepare recommended budget and meet with department heads/discuss requests.

April 22nd – 26th – Send recommended budget to Town Council.

April 29th – Treasurer and Manager review recommended budget with Town Council Finance Committee.

April 29th – Treasurer and Manager ask Council about scheduling additional work sessions prior to June 4th public hearing.

May 1st – May 31st – Conduct additional work sessions as needed/requested by Council

June 4th – Conduct Public Hearing on the proposed budget. Town Council to continue its meeting on June 24th at 6:00 p.m.

June 24th – Council to adopt the budget.

PARKS AND RECREATION COMMITTEE

Parks and Recreation Operation Update

April 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
		5:00 PM - 6:30 PM SC C&D 5:30 PM WCFB Meeting 6:00 PM - 8:00 PM SC A&B 6:30 PM Town Council	8:00 AM - 10:00 AM SC C&D 8:30 AM Smithfield 2020	12:00 PM - 10:00 PM SC MH 6:00 PM Smithfield Youth Wrestling Banquet		7:00 AM - 1:00 PM Town Streets 7:00 AM YMCA Triathlon 8:00 AM - 8:00 PM LSC Baseball Fields 8:00 AM SRA Field Use
7	8	9	10	11	12	13
12:00 PM - 4:00 PM LSC Field 4 12:00 PM Western Tidewater Rage Games	8:00 AM - 5:00 PM SC B,SC C&D 8:00 AM Lifeline Screenings	10:00 AM - 12:00 PM SC C&D 10:00 AM SSR Meeting 4:00 PM - 6:00 PM SC MH 4:00 PM Student Leadership Graduation Rehearsal 6:00 PM - 9:00 PM SC A&B 6:00 PM Planning Commission	4:00 PM - 10:00 PM SC MH 6:00 PM Student Leadership Graduation 5:00 PM - 6:30 PM SC C&D 5:00 PM WC Restoration Committee	10:00 AM - 12:00 AM SC MHSu 6:00 PM National Wild Turkey Federation	12:00 PM - 8:00 PM SC MHSu 12:00 PM Brown-Holland Setup	6:00 AM - 7:00 PM WC Riverfront 7:00 AM Wine Festival 7:00 AM - 8:00 PM OTS 7:00 AM Smithfield Station Officer Request 1:00 PM - 11:00 PM SC MHSu 4:00 PM Brown-Holland Wedding & Reception
14	15	16	17	18	19	20
Rental Chairs in Bldg 8:00 AM - 8:00 PM LSC Baseball Fields 8:00 AM SRA Field Use	Rental Chairs in Bldg 8:00 AM - 5:00 PM SC Suites 8:00 AM Carpet Cleaning	9:00 AM - 11:00 AM SC A&B 9:00 AM Schoolhouse Museum 9:00 AM - 2:00 PM SC C&D 9:00 AM Transportation Alternatives Applicant Workshop 11:30 AM - 2:00 PM SC A&B 11:30 AM Crimeline Meeting 12:00 PM - 10:00 PM SC MH 12:00 PM Hokies Banquet 6:00 PM - 7:30 PM SC A&B 6:30 PM BHAR	9:00 AM - 5:00 PM SC C&D 9:00 AM VDOT Meeting 6:00 PM - 7:00 PM SC A&B 6:00 PM WCFB Programming Committee	9:00 AM - 11:00 AM WC Trails 9:00 AM IWA 5K 10:00 AM - 3:00 PM SC Suites 10:00 AM Smithfield Women's Club	10:00 AM - 12:00 AM SC MHSu 5:30 PM Jones and Boone Wedding and Reception	
21	22	23	24	25	26	27
Easter-Closed	4:00 PM - 6:00 PM SC A&B 4:00 PM Committee Meetings	8:00 AM - 5:00 PM SC C&D 8:00 AM Smithfield - RPA Meeting 4:00 PM - 6:00 PM SC A&B 4:00 PM Committee Meetings	8:00 AM - 5:00 PM SC C&D 8:00 AM Smithfield - RPA Meeting	11:00 AM - 11:00 PM SC MHSu 4:00 PM Holland and Stephens Wedding and Reception	1:00 PM - 5:00 PM SC MHSu 1:00 PM Windsor Prom	Haydens Lane Use-Ceremony 8:00 AM - 8:00 PM LSC Baseball Fields 8:00 AM SRA Field Use 1:00 PM - 11:00 PM SC MHSu 1:00 PM Windsor Prom 2:00 PM - 9:00 PM WC Picnic 3:00 PM Elevate Church Scavenger Hunt
28	29	30				
8:00 AM - 8:00 PM LSC Field 2 8:00 AM SRA Field Use 10:00 AM - 10:00 PM SC MHSu 4:00 PM Miller-Evans Wedding & Reception	9:00 AM - 5:00 PM SC MHSu 9:00 AM Smithfield Foods Town Hall	9:00 AM - 5:00 PM SC MHSu 9:00 AM Smithfield Foods Town Hall 5:00 PM - 8:00 PM SC Suites 5:00 PM Dr Anthony Carter Lecture				

Upcoming Special Events and Park Programming			
Day	**Date**	**Event**	**Location**
Sat	May 4	Relay for Life	Luter Sports Complex
Sat	May 4	Optimist 5K	Windsor Castle
Sun	May 5	Main Street Mile	Main Street
Sat	May 25	Pedal for the Pig Bike Race	Windsor Castle
Mon	May 27	Memorial Day Service	Veterans Memorial

Parks and Recreation Operation Update

April 2019

The storms that blew through the morning of April 15th caused a lot of down trees in the park. The parks staff and Trail Docs had a huge job of cleaning up the trails. (Dogs pictured not Trail Docs)

This is the collected fishing line from the line receptacle at Windsor Castle Park. The total collected was around 1.25 lbs.

Wine Fest 2019 attendees still had fun in spite of a very rainy day and muddy site. The event still welcomed around 3500 attendees .

Parks and Recreation Operation Update

April 2019

Park Projects			
	Project Name	**Location**	**Applicant Name**
	Purple Mailbox	Windsor Castle	Relay for Life-Pam Jordan
	Planting of Flower Beds at Playscape	Windsor Castle Playscape	Girl Scout Troop 1404 -Wendy Reagle
2019	Interpretative Signage for Windsor Castle Park	Windsor Castle Park	Master Naturalist
2019	QR Coded Signs for the Visually Impaired	Windsor Castle	Matthew Lemon, troop 36
2019	Install Lions Club Time Capsule	Windsor Castle	Lions Club/Leo Club-Terry Castengay
2018	A Walk in the Park	Windsor Castle	Smithfield Middle School/Dolphin Team
2018	Oyster Restoration	Windsor Castle	Windsor High School, Orignally -Kelly Davis, Chesapeake Bay Foundation
2018	Monarch Butterfly Habitat	Windsor Castle	Ruth Meredith, Smithfield Middle 7th Graders, Boy Scout Troop 7
2018	Edible Garden	Windsor Castle	Jennifer Smith, Smithfield Middle School
2018	Haydens Lane Painted Benches	Haydens Lane	Smithfield High School Art Class
2018	Benches for Playscape	Windsor Castle Playscape	Cooper Boley-Eagle Scout
2017	Compass Course	Windsor Castle	Kyle Rutherford-Eagle Scout
2016	Pop Up Library	Haydens Lane	Alex Simmons, Isle of Wight Academy
2016	Wood Duck Boxes	Windsor Castle	Ashlynn Newberry, Girl Scout Troop 622
2016	Bike Path Repairs	Windsor Castle Bike Path	Jacob Thomas, Eagle Scout
2015	Bluebird Houses	Windsor Castle	Linda Langdon, Virginia Master Naturalist
2015	Dog Agility Course	Windsor Castle Dog Park	Daniel Brower, Boy Scouts Troop 36
2016	Fishing Line Receptacles	Windsor Castle Fishing Pier	Claudia Lee, Virginia Master Naturalist
2014	Tree Identification	Windsor Castle	Girl Scout Troop 622

PUBLIC WORKS

COMMITTEE

TOWN OF SMITHFIELD

"The Ham Capital of the World"

Memorandum

April 19, 2019

TO: Town of Smithfield Public Works Committee

FROM: Brian S. Thrower, Town Manager BST

SUBJECT: Street Paving Proposals – Request to Approve

Attached are proposals from The Blair Brothers, Inc. to pave the following streets:

Canteberry Lane	$145,606.56
Winchester Place	$64,450.00
Field Drive	$21,200.00

The funding to pave these streets is included in the FY19 budget.

Recommendation

I recommend that Council approve moving forward on these projects.

Attachments

Proposals from The Blair Brothers, Inc.

TOWN MANAGER'S OFFICE
911 South Church Street • P.O. Box 246 • Smithfield, VA 23431 • (757) 365-4200 Fax (757) 365-9508
www.smithfieldva.gov • Local Cable Channel 189
Find us on

---- Proposal ----

The Blair Bros., Inc.
P.O. Box 5413
1 Blair Brothers Rd.
Suffolk, VA 23435
Phone: (757) 538-1696 Fax: (757) 538-0714
SWAM Certification Number: 664748

Proposal No.
3156

Customer Name/Address
Town of Smithfield P O Box 246 Smithfield VA 23431

Date
4/16/2019
Project Name/Location
Canteberry Ln - Mill/Pave

Description	Total
We propose to provide equipment, labor and materials to accomplish the following: 1. Mill an area approximately 9,480 square yards at an average depth of 2". 2. Haul millings offsite and dispose of. Millings shall become property of The Blair Bros. Inc.,. 3. Clean milled area and tack to ensure proper bond with new asphalt. 4. Install 2" of IM19.0 asphalt in same area and compact accordingly. 5. Re-stripe in existing fashion using traffic grade paint. Total for above scope:	145,606.56
Add Alternate: - Option to pave to Rte 10 with above scope adds approximately 335 square yards milling and paving including traffic control. Total for Add Alternate: $6,800.00 Notes: 2. The Blair Bros. Inc., is not responsible for any soft or unsuitable subgrade that may exist. If any areas present themselves, repairs will be on a time and material bases. Pricing shall be determined prior to any extra repairs. 3. Current liquid A/C index is $492.00 per liquid ton. Price shall be adjusted as per current index when asphalt is installed.	

Thank you for the opportunity to quote, we appreciate your business.

Payment Terms and Conditions:
This proposal, when accepted, confirms the agreement between the customer and The Blair Bros., Inc. for the completion of the above described work and/or changes approved with both parties. Payment terms, Net 30 days. If full payment is not made within the 30 days of the date of the invoice date, a late charge of 2% per month will be placed on the balance oustanding. The customer agrees to pay the service charges and the cost of collection, including attorney's fees.

Authorized Signature: _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above if payment is made with a credit card, a 3% convenience fee will be added.

Date of Acceptance: _____ Signature: _____

---- Proposal ----

Proposal No.
3155

The Blair Bros., Inc.
P.O. Box 5413
1 Blair Brothers Rd.
Suffolk, VA 23435
Phone: (757) 538-1696 Fax: (757) 538-0714
SWAM Certification Number: 664748

Customer Name/Address
Town of Smithfield P O Box 246 Smithfield VA 23431

Date
4/16/2019
Project Name/Location
Winchester Place (Both sides)

Description	Total
We propose to provide equipment, labor, and materials to accomplish the following: 1. Edge mill and prep street to accept an average of 2" asphalt. 2. Clean and haul millings off site. Millings shall become property of The Blair Bros. Inc.,. 3. Tack surface prior to overlay to ensure proper bond with new asphalt. 4. Overlay with 2" of IM19.0 asphalt and compact accordingly. Approximately 4,328 square yards.	
Total for above scope:	64,450.00
Please note: 1. The Blair Bros. Inc., is not responsible for any soft or unsuitable subgrade that may exist. If any areas present themselves, repairs will be on a time and material bases. Pricing shall be determined prior to any extra repairs. 2. Current liquid A/C index is $492.00 per liquid ton. Price shall be adjusted as per current index when asphalt is installed.	

Thank you for the opportunity to quote, we appreciate your business. **Total:** $64,450.00

Payment Terms and Conditions:
This proposal, when accepted, confirms the agreement between the customer and The Blair Bros., Inc. for the completion of the above described work and/or changes approved with both parties. Payment terms, Net 30 days. If full payment is not made within the 30 days of the date of the invoice date, a late charge of 2% per month will be placed on the balance oustanding. The customer agrees to pay the service charges and the cost of collection, including attorney's fees.

Authorized Signature: _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above if payment is made with a credit card, a 3% convenience fee will be added.

Date of Acceptance: _____ Signature: _____

---- Proposal ----

Proposal No.
3153

The Blair Bros., Inc.
P.O. Box 5413
1 Blair Brothers Rd.
Suffolk, VA 23435
Phone: (757) 538-1696 Fax: (757) 538-0714
SWAM Certification Number: 664748

Customer Name/Address
Town of Smithfield P O Box 246 Smithfield VA 23431

Date
4/16/2019
Project Name/Location
Field Dr.

Description	Total
We propose to provide equipment, labor, and materials to accomplish the following: 1. Edge mill and prep street at an average of 2" 2. Clean and haul millings off site. Millings shall become property of The Blair Bros. Inc.,. 3. Tack surface prior to overlay to ensure proper bond with new asphalt. 4. Overlay at 2" with IM19.0 asphalt and compact accordingly. Approximately 1,016 square yards.	
Total for above scope:	21,200.00
Please note: 1. The Blair Bros. Inc., is not responsible for any soft or unsuitable subgrade that may exist. If any areas present themselves, repairs will be on a time and material bases. Pricing shall be determined prior to any extra repairs. 2. Current liquid A/C index is $492.00 per liquid ton. Price shall be adjusted as per current index when asphalt is installed.	

Thank you for the opportunity to quote, we appreciate your business.

Total: $21,200.00

Payment Terms and Conditions:
This proposal, when accepted, confirms the agreement between the customer and The Blair Bros., Inc. for the completion of the above described work and/or changes approved with both parties. Payment terms, Net 30 days. If full payment is not made within the 30 days of the date of the invoice date, a late charge of 2% per month will be placed on the balance oustanding. The customer agrees to pay the service charges and the cost of collection, including attorney's fees.

Authorized Signature: _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above if payment is made with a credit card, a 3% convenience fee will be added.

Date of Acceptance: _____ Signature: _____

PUBLIC BUILDINGS & WELFARE COMMITTEE

TOWN OF SMITHFIELD

"The Ham Capital of the World"

Memorandum

April 19, 2019

TO: Town of Smithfield Public Buildings & Welfare Committee

FROM: Brian S. Thrower, Town Manager BST

SUBJECT: Lease with Charter Communications – Request to Approve

Attached is an amended lease between the Town (landlord) and Charter Communications (tenant) which grants Charter Communications the right to continue leasing the Town's property located near the Reverse Osmosis Plant off of S. Church Street for a fourth renewal term commencing February 1, 2020 and continuing through January 31, 2025. There is also an option for the tenant to renew the lease for a fifth renewal term.

Also included in the agreement is a provision allowing the Town to reconfigure the fence in the corner of the tenant's leased area in order for the Town to gain temporary access to the drainage area behind the Reverse Osmosis Plant. The Town will be doing work in that drainage area and needs temporary access to that location.

Recommendation

I recommend that Council authorize me to execute the amended lease with Charter Communications.

Attachment

Lease

TOWN MANAGER'S OFFICE
911 South Church Street • P.O. Box 246 • Smithfield, VA 23431 • (757) 365-4200 Fax (757) 365-9508
www.smithfieldva.gov • Local Cable Channel 189
Find us on

File ID No.: VA0036

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease (this "**Amendment**") is entered into as of April ___, 2019 (the "**Amendment Effective Date**"), between Landlord and Tenant (each as defined in Section 1 of this Amendment). For valuable consideration, the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Definitions. In this Amendment, the following terms have the following meanings:

(a) **Landlord**: Town of Smithfield

(b) **Tenant**: Spectrum Southeast, LLC, successor in interest to Charter Communications VI, LLC, successor in interest to Falcon Cablevision, LP

(c) **Lease**: Lease dated February 1, 2005, between Landlord and Tenant, as renewed by Renewal Letter dated June 19, 2007, and Renewal Letter dated March 31, 2008, and as amended by First Amendment to Lease dated February 1, 2010, and further renewed by Renewal Letter dated July 24, 2014.

(d) **Premises**: the premises described in the Lease, and on **Exhibit A**, as attached to the First Amendment to Lease, and commonly known as South Church Street, Smithfield, VA 23430, together with any other portions of land necessary to run cable, utility, and other communications lines from a public right-of-way to the Land.

Any capitalized term used in this Amendment, but not defined in this Amendment, has the meaning given such term in the Lease.

2. Term. The Term of the Lease is extended commencing as of February 1, 2020 and continuing through, and including January 31, 2025 (the "**Fourth Renewal Term**").

3. Rent. As of February 1, 2020 and continuing thereafter throughout the Fourth Renewal Term, Monthly Rent for the Premises will be payable as follows:

PERIOD	MONTHLY RENT
02/01/2020 – 01/31/2021	$848.57
02/01/2021 – 01/31/2022	$865.54
02/01/2022 – 01/31/2023	$882.85
02/01/2023 – 01/31/2024	$900.51
02/01/2024 – 01/31/2025	$918.52

4. Landlord's Work. Prior to the commencement of the Fourth Renewal Term (*i.e.*, by February 1, 2020), Landlord may, at its own cost and expense and upon no less than 60 days' prior written notice to Tenant, reconfigure the fence in the corner of Tenant's leased area, as more particularly depicted in the attached Photos 1 and 2, in order to facilitate access for various construction vehicles to accommodate work by Landlord to repair the water retention drainage area on Landlord's property, as depicted in Exhibit A, attached to, and made a part of, this Amendment. After completion of the reconfiguration of the fence, but prior to the commencement of the Fourth Renewal Term, Landlord will restore and repair, at its own cost and expense, the fence, grass and surrounding areas to its previous condition. Landlord agrees that the work with respect to reconfiguring the fence, the Remodel Work and the repair and restoration work will be done in a manner so as to not unduly interfere with Tenant's business operations at, or ingress and egress to, the Premises.

5. Hazardous Materials. Notwithstanding anything in the Lease to the contrary, Landlord will be responsible, at its sole cost and expense, for the remediation of, and will defend, indemnify, and hold harmless Tenant, its subsidiaries and affiliated entities, and the officers, directors, employees, partners, shareholders, members, managers, representatives, agents, predecessors, successors, and assigns of Tenant, and its subsidiaries and affiliated entities, from and against any and all claims, demands, actions, causes of action, damages, awards, judgments, fines, forfeitures, penalties, losses, liabilities, costs and expenses, including, without limitation, actual attorneys' fees reasonably incurred, arising out of or in connection with any of the following: (a) any mold, asbestos or asbestos-containing material that is discovered in the Building, including the Premises, at any time during the Term; (b) any hazardous materials, hazardous waste, or any other chemical, material, waste, or substance which may, or could reasonably be expected to, pose a hazard to the health and safety of persons or cause damage to the environment, including, without limitation, any leaded paint, petroleum, petroleum products or PCBs, discovered at or in the Project, the Building, or the Premises (collectively, "**Hazardous Materials**") and not introduced to the Project, the Building, or the Premises by Tenant; or (c) any other environmental cleanup or restoration of the Project, the Building, or the Premises, except to the extent directly caused by Tenant's introduction of Hazardous Materials to the Project, the Building, or the Premises. Landlord's obligations under this Section will survive the expiration or earlier termination of the Lease.

6. Notice Address. For the purpose of any notice or other communication under the Lease, Landlord's address and Tenant's address are amended to be as follows:

If to Landlord: _____
_____
_____
_____

If to Tenant: Charter Communications VI, LLC
c/o Charter Communications
6360 S. Fiddler's Green Circle
Suite 100
Greenwood Village, Colorado 80111 - 4951
Attn: Charter Real Estate

File ID No.: VA0036

with a copy by email to: leaseadmin@charter.com

Except for an Emergency Default (as defined below), any notice or other communication required or permitted under the Lease must be in writing and provided to the other party via: (a) postage prepaid certified mail, return receipt requested; (b) personal delivery; or (c) Federal Express or any similar overnight delivery service that routinely issues receipts. Any notice will be deemed received on actual receipt (or refusal to accept delivery). Notwithstanding the foregoing, during an Emergency Default, Tenant may give notice to Landlord via email at: _____; or via telephone to the following 24-hour emergency line: _____ and the same will be deemed to have satisfied the notice requirements under the Lease. For purposes of the Lease, "**Emergency Default**" means an event, condition, or situation that adversely affects the health, safety, or welfare of Tenant's employees, customers, vendors, suppliers, guests, or invitees, or that adversely affects Tenant's ability to conduct normal business operations from the Premises.

Either Landlord or Tenant may add additional addresses or change its address for purposes of receipt of any such communication by giving 10 days' prior written notice of such change to the other party in the manner prescribed in this Section.

7. Renewal Option. Notwithstanding anything in the Lease to the contrary, Tenant will have the option to renew the term of the Lease for one additional term of five years (the "**Fifth Renewal Term**"), subject to the further provisions of this Section.

(a) Tenant must exercise the option with respect to the Fifth Renewal Term, if at all, by giving notice of exercise to Landlord on or before the date that is 120 days prior to the then applicable expiration date.

(b) The Fifth Renewal Term will be on the same terms and conditions as the Lease, except that the Monthly Rent throughout the Fifth Renewal Term will be:

Fifth Renewal Period	**Monthly Rent**
02/01/2025 – 01/31/2026	$936.89
02/01/2026 – 01/31/2027	$955.63
02/01/2027 – 01/31/2028	$974.74
02/01/2028 – 01/31/2029	$994.23
02/01/2029 – 01/31/2030	$1,014.12

8. Broker. Landlord and Tenant respectively represent and warrant to each other that neither of them has consulted or negotiated with any broker or finder with regard to the Premises or the preparation of this Amendment. Landlord and Tenant each agree to indemnify, defend, and hold harmless the other from and against any and all claims, demands, actions, causes of action, liabilities, losses, costs, and expenses (including, without limitation, court costs

and disbursements, and actual attorneys' fees reasonably incurred) arising from or related to any claim by any broker, agent or other person or entity, for any commission, fees, or other form of compensation, reimbursement or consideration, with regard to the Premises, the preparation of this Amendment or the transactions contemplated hereby.

9. Estoppel. Landlord hereby represents and warrants that as of the date of execution of this Amendment: (a) Tenant is not in default or breach of the Lease; (b) no event has occurred which with the passage of time or the giving of notice would constitute such a breach or default of the Lease; and (c) all rent, additional rent and other amounts due and payable under the Lease have been paid in full through and including April 30, 2019.

10. Confirmation of Lease. Landlord and Tenant confirm and ratify in all respects, the terms and conditions of the Lease, as amended by this Amendment. In the event of any conflict or inconsistency between any of the provisions of this Amendment and any of the provisions of the Lease, the provisions of this Amendment will govern.

11. Drafting. Landlord and Tenant each acknowledges that this Amendment was fully negotiated by the parties and that no provision of this Amendment will be interpreted in favor of either Landlord or Tenant, or against either Landlord or Tenant, merely because such party or its legal representative or advisor drafted such provision.

12. Counterparts; Facsimiles. This Amendment may be executed in counterparts, each of which (once executed) will constitute an original and all of which together (once executed) will constitute one and the same document. This Amendment may be signed and delivered by facsimile or electronically, and the same facsimile or "pdf" signatures will constitute original signatures with all force and effect of law.

13. Lender's Consent. Landlord hereby represents and warrants that: (a) no lender consent is required for this Amendment; and (b) the effectiveness of this Amendment is not conditioned upon Landlord receiving any lender's consent.

Landlord and Tenant have executed this Amendment as of the Amendment Effective Date.

LANDLORD:

Town of Smithfield

By: _____

Name: _____

Title: _____

TENANT:

Charter Communications VI, LLC
By: Charter Communications, Inc.,
its Manager

By: _____

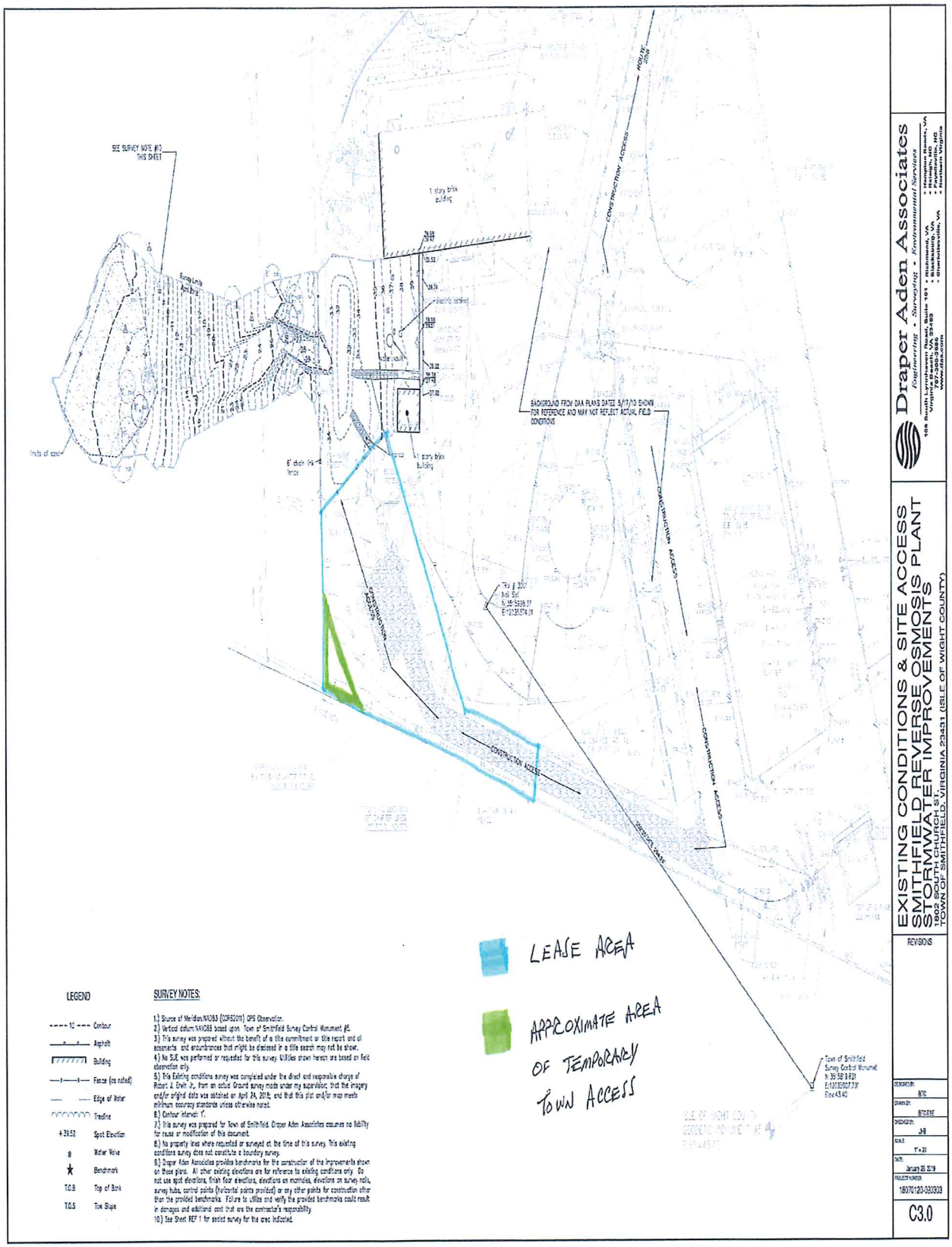
Name: _____

Title: _____

Photo 1

Photo 2

Exhibit A



Draper Aden Associates
Engineering • Surveying • Environmental Services
108 South Lynnhaven Road, Suite 101 • Virginia Beach, VA 23452
• Richmond, VA • Blacksburg, VA • Charlottesville, VA
• Hampton Roads, VA • Raleigh, NC • Wilmington, NC • Northern Virginia
www.dadc.com

EXISTING CONDITIONS & SITE ACCESS
SMITHFIELD REVERSE OSMOSIS PLANT
STORMWATER IMPROVEMENTS
1902 SOUTH CHURCH ST.
TOWN OF SMITHFIELD, VIRGINIA 23431 (ISLE OF WIGHT COUNTY)

REVISIONS

DESIGNED BY: BTC
DRAWN BY: BTC/DJS
CHECKED BY: JHB
SCALE: 1" = 20'
DATE: January 28, 2019
PROJECT NUMBER: 16970120-320303

C3.0

TOWN OF SMITHFIELD

"The Ham Capital of the World"

Memorandum

April 19, 2019

TO: Town of Smithfield Public Buildings & Welfare Committee

FROM: Brian S. Thrower, Town Manager BST

SUBJECT: Hazard Mitigation Grant Program – Request to Develop and Submit Application

Mr. Joseph Baillargeon who resides at 208 Great Spring Road has requested the Town submit a Hazard Mitigation Grant Program (HMGP) application on his behalf in order to apply for grant funds. The application deadline is May 31, 2019.

Attached is a proposal prepared by Michael Dodson with Summit Design and Engineering Services to prepare and submit the application to the Virginia Department of Emergency Management (VDEM). The estimated cost of Summit's services is $1,100. Given the fact that Mr. Baillargeon's home is in the floodplain and has a history of flooding, Mr. Dodson feels this property is a good candidate for funding.

Recommendation

I recommend that Council adopt the attached resolution authorizing the preparation and submittal of a HMGP application to VDEM before the grant deadline of May 31, 2019.

Attachment

Resolution
Summit's Scope of Services
HMGP FAQ's

TOWN MANAGER'S OFFICE
911 South Church Street • P.O. Box 246 • Smithfield, VA 23431 • (757) 365-4200 Fax (757) 365-9508
www.smithfieldva.gov • Local Cable Channel 189
Find us on

RESOLUTION TO AUTHORIZE PREPARATION AND SUBMITTAL OF AN APPLICATION TO THE VIRGINIA DEPARTMENT OF EMERGENCY MANAGEMENT FOR HAZARD MITIGATION GRANT PROGRAM FUNDS MADE AVAILABLE AS THE RESULT OF HURRICANE FLORENCE/TROPICAL STORM MICHAEL (DR-VA-4401/4411)

WHEREAS, the Town of Smithfield has actively pursued Hazard Mitigation Grant Program (HMGP) grant funds which have been used to relocate households in the low-lying sections of the Town; and

WHEREAS, in that time over a half million dollars of grant funds have been invested into our community through Isle of Wight helping to reduce the number of properties subject to dangerous flooding, including resolving flood hazards for a number of homes designated as having a Repetitive Flood Claim (RFC) status in the National Flood Insurance Program (NFIP), and to elevate critical infrastructure facilities; and

WHEREAS, town staff submitted necessary preapplications to reserve the option to subsequently submit formal applications for HMGP funding to support nineteen additional home acquisition, relocation, and demolition projects in the low-lying areas of our community; and

WHEREAS, at its April *23,* 2019 meeting, the Public Buildings and Welfare Committee reviewed data from affected properties in its proposed project area and is recommending submittal of an acquisition, demolition, and relocation application including nineteen homes distributed on six parcels; and

WHEREAS, the Town will not incur direct costs for the elevation grant as the portion not funded through the grants will be funded by homeowners; and

WHEREAS, following the application and review period, the state may offer an award for grants, and the Town must accept or decline those grant awards, but will do so not knowing whether the state budget will fund the state match of 20%.

NOW, THEREFORE, BE IT RESOLVED by the Smithfield Town Council this 7th day of May 2019, that the Town Manager is hereby authorized to develop and submit the HMGP application identified herein to the Virginia Department of Emergency Management before the grant deadline of May 31, 2019.

BE IT FURTHER RESOLVED that the Town Manager shall notify the Council of grant awards received pursuant to the grant application considered herein and shall present the grant awards to the Council at a subsequent meeting at which time the status of the state match funds will be known and the Council will be asked to formally accept or decline the grant awards.

Adopted this 7th day of May, 2019.

TOWN COUNCIL OF THE

TOWN OF SMITHFIELD

By_____

T. Carter Williams, Mayor

ATTEST:

_____

Clerk

Step 1 –/Pre-Application Approval **$100**

1. Submit a pre-application to VDEM for review;
2. Attend any required VDEM Application Workshop;
3. Assist the locality Planning District Commission (PDC) with updating its All Hazards/Mitigation Plan, if needed.

Step 2 – Assist in the Determination of Project Scope/Design/Budget **$100**

1. Work with the Project Engineer, County staff, and all others as needed to identify the project area, list of homes, and the complete budget. The firm's staff will work with the engineer to ensure that the scope, design and budget are created and adhere to Hazard Mitigation Assistance (HMA) grant guidance;
2. Identify and process the required Property Site Inventories/Property File forms for inclusion in the application;
3. Create project area maps and secure copies of all engineering reports for application.

Step 3 – Benefit Cost Analysis / File Set up **(1 home x $400 a home)** **$400**

1. Calculate the Benefit Cost Ratio (BCA) for project. The firm will provide the Flood Insurance Study (FIS) and the rain data for the project area. (All previous claims information, elevation forms, historic data and historic damage pictures will be provided by owner(s) of each property and/or the localities). The firm will review the documentation provide on site before asking for copies of any material to reduce unnecessary copies;
2. Establish project files for each project/property in which a BCA is calculated and include all related BCA information in this file.

Step 4 – Application Package **$500**

1. Research, write, and edit required responses to HMGP application questions (i.e.: information related to Mitigation Plan, Mitigation Activity, Problem Description, Hazard History, Scope of Work, Cost Estimates, Decision Making Process, Maintenance Costs and Schedule, Environmental Review, Evaluation Information, etc.);
2. Compile all copies necessary supporting documentation for each project/property included in the application packet (i.e.: current property photographs, elevation certificates, tax parcel cards);
3. Produce illustrative maps of Flood Insurance Rating Maps (FIRM) zones, Project Boundaries and Property Locations;
4. Complete grant application picture/reference pages for each home and submit to the HMMT for review and approval;
5. Attend Town Council meeting for final submission approval, if needed.
6. Submit completed application to VDEM and coordinate.

Step 5 – Pre-Award Activities **TBD**

1. Assist VDEM and FEMA with any necessary request, forms, or questions related to meet all post-submittal requirements in support of a competitive grant application.

TOTAL **$1100**

Hazard Mitigation Grant Program Frequently Asked Questions

This page identifies commonly frequently asked questions for the Hazard Mitigation Grant Program (HMGP).

Collapse All Sections

What Is The Hazard Mitigation Grant Program?

The Hazard Mitigation Grant Program (HMGP) provides grants to states and local governments to implement long-term hazard mitigation measures after a Major Disaster Declaration. Authorized under Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (/media-library/assets/documents/15271) and administered by FEMA, HMGP was created to reduce the loss of life and property due to natural disasters. The program enables mitigation measures to be implemented during the immediate recovery from a disaster. For communities without FEMA-approved hazard mitigation plans, the program also provides funding to help develop plans.

What Types Of Projects Can Be Funded By The Hazard Mitigation Grant Program?

Hazard Mitigation Grant Program (HMGP) funds may be used to fund projects that will reduce or eliminate the losses from future disasters. Projects must provide a long-term solution to a problem, for example, elevation of a home to reduce the risk of flood damage as opposed to buying sandbags and pumps to fight the flood. In addition, a project's potential savings must be more than the cost of implementing the project. Funds may be used to protect either public or private property, or to purchase property that has been subjected to, or is in danger of, repetitive damage. Examples of projects include, but are not limited to, acquisition of real property for willing sellers and demolition or relocation of buildings to convert the property to open space use; retrofitting structures and facilities to minimize damage from high

winds, earthquake, flood, wildfire, or other natural hazards; elevation of flood-prone structures; development and initial implementation of vegetative management programs; minor flood control projects that do not duplicate the flood prevention activities of other federal agencies; localized flood control projects, such as certain ring levees and floodwall systems, that are designed specifically to protect critical facilities; and post-disaster building code–related activities that support building code officials during the reconstruction process.

Who Is Eligible To Apply?

Hazard Mitigation Grant Program (HMGP) funding is available, when authorized under a Presidential Major Disaster Declaration, in the areas of the state, tribal lands, or territory requested by the Governor or Tribal Executive. At the state, tribe, or territory's request, HMGP may also be available statewide. Eligible applicants include state, territorial, and local governments, Federally-recognized tribes or tribal organizations, and certain nonprofit organizations. Individual homeowners and businesses may not apply directly to the program; however, a community may apply on their behalf.

How Do I Apply For The Hazard Mitigation Grant Program?

Following a disaster declaration, the state, tribe, or territory will advertise that Hazard Mitigation Grant Program (HMGP) funding is available to fund mitigation projects in the area. Those interested in applying for HMGP funding should contact their local government to begin the application process. Local governments should contact their State Hazard Mitigation Officer.

How Can I Get More Information About The Hazard Mitigation Grant Program?

For more information on the Hazard Mitigation Grant Program (HMGP), contact your State Hazard Mitigation Officer (/state-hazard-mitigation-officers) or the FEMA Regional Office (/fema-regional-contacts) in your area.

How Much Money Is Available In The Hazard Mitigation Grant Program?

The amount of funding available for the Hazard Mitigation Grant Program (HMGP) under a particular disaster declaration is limited. The program may provide a state, tribe, or territory with up to 15 percent of the total disaster grants awarded by FEMA. States that meet higher mitigation planning criteria may qualify for a higher percentage under the Disaster Mitigation Act of 2000. FEMA can fund up to 75 percent of the eligible costs of each project. The state, tribe, territory, or recipient must provide a 25 percent match, which include a combination of cash and in-kind sources. Funding from other federal sources cannot be used for the 25 percent share with one exception: Funding provided to states, tribes, or territories under the Community Development Block Grant (CDBG) program from the Department of Housing and Urban Development (HUD) can be used to meet the non-federal share requirement.

What Is The Deadline For Applying For The Hazard Mitigation Grant Program Funds?

Applications for mitigation projects are encouraged as soon as possible after the disaster occurs so that opportunities to do mitigation are not lost during reconstruction. The state, tribe, or territory will set a deadline for application submittal. You should contact your State/Tribal/Territorial Hazard Mitigation Officer for specific application deadlines.

What Are The Hazard Mitigation Planning Requirements For Hazard Mitigation Grant Program Eligibility?

In accordance with 44 CFR Part 201, state and territorial agencies and Federally-recognized tribes applying for **Hazard Mitigation Grant Program** (HMGP) funding must have a FEMA-approved (Standard or Enhanced) Mitigation Plan at the time of the Presidential Major Disaster Declaration, and at the time HMGP funding is obligated to the recipient or subrecipient. There is no mitigation plan requirement for development of a new mitigation plan. All subapplicants for HMGP must have a FEMA-approved local or tribal mitigation plan at the time of obligation of grant funds for mitigation projects.

State and tribal agencies are eligible subapplicants under HMGP, and a state/tribal/territorial mitigation plan under 44 CFR Part 201 (https://www.ecfr.gov/cgi-bin/text-idx?SID=79b3c4433cca08dfaf818c8bb08955e3&mc=true&node=pt44.1.201&rgn=div5) is required as a condition of the agency receiving assistance as defined in 44 CFR Section 201.4 (https://www.ecfr.gov/cgi-bin/text-idx?SID=79b3c4433cca08dfaf818c8bb08955e3&mc=true&node=pt44.1.201&rgn=div5). State/tribal/territorial agencies with assets identified in the mitigation plan meet the mitigation planning requirement. Private nonprofit subapplicants are eligible for HMGP but do not have mitigation plan requirements as a condition of subapplicant eligibility.

What Types Of Mitigation Planning–Related Activities Are Eligible Under The Hazard Mitigation Grant Program?

Eligible activities that can be funded as mitigation planning–related activities under HMGP include, but are not limited to:

- Updating or enhancing sections of the current FEMA-approved hazard mitigation plan, such as:
  - The risk and vulnerability assessment based on new information, including supporting studies, such as economic analyses
  - The mitigation strategy, specifically strengthening the linkage to mitigation action implementation, with emphasis on available Hazard Mitigation Assistance (HMA) project grant funding.

    - The risk assessment and/or mitigation strategy, green building, smart growth principles, or historic properties and cultural resources information.
- Integrating information from hazard mitigation plans, specifically risk assessment or mitigation strategies, with other planning efforts, such as:
    - Disaster recovery strategy (pre- or post-), preparedness, or response plans
    - Comprehensive (e.g., land use, master) plans
    - Capital improvement or economic development plans
    - Resource management/conservation plans (e.g., stormwater, open space)
    - Other long-term community planning initiatives (e.g., transportation, housing)
- Building capability through delivery of technical assistance and training
- Evaluating adoption and/or implementation of ordinances that reduce risk and/or increase resilience

What Are The Minimum Project Criteria?

There are five areas you must consider when determining the eligibility of a proposed project.

- Does your project conform to your state/tribe/territory's hazard mitigation plan?
- Does your project provide a beneficial impact on the disaster area?
- Does your application meet the environmental requirements?
- Does your project solve a problem independently?
- Is your project cost-effective?

How Are Potential Projects Selected And Identified?

The state/tribal/territory Administrative Plan governs how projects are selected for funding. However, proposed projects must meet certain minimum criteria. These criteria are designed to ensure that the most cost-effective and appropriate projects are selected for funding. Both the law and the regulations require that the projects are part of an overall mitigation strategy for the disaster area. The state, tribe, or territory prioritizes and selects project applications developed and submitted by local jurisdictions. The state, tribe, or territory forwards applications consistent with their mitigation planning objectives to FEMA for eligibility review. Funding for this grant program is limited, and states, tribes, territories, and local communities must make difficult decisions as to the most effective use of grant funds.

How Long Will It Take To Get My Project Approved?

It is important for applicants to understand the approval process. Once eligible projects are selected by the state, they are forwarded to the FEMA Regional Office where they are reviewed to ensure compliance with federal laws and regulations.

Why Didn't I Receive Hazard Mitigation Grant Program Funds When Some Of My Neighbors Did?

The Hazard Mitigation Grant Program (HMGP) is administered by the state, tribe, or territory, which prioritizes and selects project applications developed and submitted by local jurisdictions. They forward applications consistent with their mitigation planning objectives to FEMA for eligibility review. Although individuals may not apply directly to the state, tribe, or territory for assistance, local governments may sponsor an application on their behalf. Funding for the grant program is limited, and states, tribes, territories, and local communities must make difficult decisions as to the most effective use of available grant funds.

Will I Be Forced To Sell My Home If My Community Is Granted Funding For A Hazard Mitigation Grant Program Acquisition Project?

Acquisition projects funded under the Hazard Mitigation Grant Program (HMGP) are voluntary and you are under no obligation to sell your home. Communities consider other options when preparing projects, but state, tribal, territorial, or local officials may determine that the most effective mitigation measure in a location is the acquisition of properties and the removal of residents and structures from the hazard area. Acquisition projects are based on the principle of fair compensation for property. Property acquisitions present owners with an opportunity to recoup a large part of their investment in property that probably has lost some, if not most, of its value due to damage. But, it will not compensate a homeowner for all emotional and financial losses.

Will Someone Be Able To Rebuild And Make A Profit On The Property I Sell In A Hazard Mitigation Grant Program Acquisition Project?

Under the Stafford Act, any land purchased with Hazard Mitigation Grant Program (HMGP) funds must be restricted to open space, recreational, and wetlands management uses in perpetuity. Most often, a local government takes responsibility, but even if a state, tribal, territorial, or federal agency takes ownership of the land, the deed restrictions still apply.

Last Updated: 03/04/2019 - 14:29