

- c. Blair Brothers, Inc. \$117,700.00
- d. Western Tidewater Free Clinic (annual contribution) \$ 38,000.00

TUESDAY, OCTOBER 24TH, 2017

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

- TAB # 3** 1. Public Comment
- TAB # 4** 2. Operational Update – Committee Report / 2017 Special Event List
- TAB # 4** 3. Joseph W. Luter, Jr. Sports Complex
 - a. Update from Project Manager Brian Camden
 - b. Memorandum of Understanding (MOU) between the Town and Isle of Wight County
- TAB # 5** 4. Park Project Application – Monarch Butterfly Habitat

Immediately following the conclusion of the above meeting:

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

- 1. Public Comment
- 2. Operational Updates

Immediately following the conclusion of the above meeting:

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

- TAB # 6** 1. Public Comment
- TAB # 7** 2. Pinewood Heights Relocation Project – Phase III Update
- TAB # 8** 3. Pre-Public Hearing Discussion: Cypress Creek – Conditional Zoning Amendment
- TAB # 9** 4. Pre Public Hearing Discussion: Cypress Creek - Phase VI - Special Use Permit
- TAB # 10** 5. 502 Grace Street – BHAR Appeal
- TAB # 10** 6. Update on Windsor Castle Restoration Project

***** Additional Item Not Listed on Committee but will be on Council’s November 7th Agenda*****

- Approval of October 3rd, Town Council Meeting Minutes
-

**FINANCE
COMMITTEE**

CASH BALANCES AS OF SEPTEMBER 2017					
ACCOUNT NAME	BANK NAME	ACCOUNT BALANCE	Current Year	Prior Year	ADJUSTED BALANCES
			Interco. Balances	Interco./Interdep Balances	
Water	Farmers Bank	1,394,779.09	(329,747.01)	(557,172.07)	507,860.01
Water-Debt Service	Farmers Bank	672,854.13	29,912.83	-	702,766.96
Water Capital Escrow (availability fees)	TowneBank	437,195.12	5,440.00	-	442,635.12
Water Treatment Plant Escrow	TowneBank	112,576.00			112,576.00
Water Deposit Account	TowneBank	83,272.45			83,272.45
Water Development Escrow	TowneBank	121,179.74		-	121,179.74
Subtotal Water		2,821,856.53	(294,394.18)	(557,172.07)	1,970,290.28
Sewer	Farmers Bank	544,887.92	65,082.76	(615,796.58)	(5,825.90)
Sewer Development Escrow	TowneBank	379,921.39		-	379,921.39
Sewer Capital Escrow (availability fees)	TowneBank	823,752.20	8,240.00	-	831,992.20
Sewer Compliance	Farmers Bank	1,941,782.66	78,372.93	-	2,020,155.59
Subtotal Sewer		3,690,344.17	151,695.69	(615,796.58)	3,226,243.28
Highway	Farmers Bank	103,692.96	201,191.46	-	304,884.42
General Fund	Farmers Bank	3,868,529.76	(511,678.44)	1,172,968.65	4,529,819.97
Payroll	Farmers Bank	269,374.44			269,374.44
Money Market-General Fund	TowneBank	2,203.99			2,203.99
Business Super Now-General Fund	Farmers Bank	33,594.16			33,594.16
Money Market-General Fund	Farmers Bank	291,952.27			291,952.27
General Fund Capital Escrow Account	TowneBank	216,401.53	489,553.00		705,954.53
Certificate of Deposit	Farmers Bank	526,762.04			526,762.04
Certificate of Deposit-Police Dept	Farmers Bank	36,955.96			36,955.96
Special Project Account	Farmers Bank	1,404,268.58			1,404,268.58
Pinewood Heights Escrow	Farmers Bank	59,413.91			59,413.91
SNAP Account	Farmers Bank	2,218.75			2,218.75
Museum Account	Farmers Bank	163,140.24			163,140.24
Windsor Castle Acct	TowneBank	84,500.00			84,500.00
S. Church Street Account	TowneBank	36,367.53	(36,367.53)	-	-
Subtotal General Fund		6,995,683.16	(58,492.97)	1,172,968.65	8,110,158.84
TOTAL ALL FUNDS		13,611,576.82	-	-	13,611,576.82



Account Statement

September 2017

Town of Smithfield

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

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

Summary

VA-01-0009-0001		General					
Beginning Cost	Beginning Market Value	Contributions	Withdrawals	Income Earned	Ending Market Value	Ending Cost	Current Month Unrealized G/L
510,948.18	513,435.99	0.00	43.56	538.23	513,083.60	511,442.85	-847.07

Transactions

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	NAV	Shares	Realized GL
09/15/2017	Withdrawal		43.56		10.052171	4.333	0.00
09/15/2017	Income Earned	296.79			10.052171	29.525	
09/29/2017	Income Earned	241.44			10.041220	24.045	
09/30/2017	Ending Balance			513,083.60	10.041220	51,097.735	



Account Statement

September 2017

Town of Smithfield

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

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

Summary

							Average Monthly Yield:	1.22%
		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
09/30/2017	Ending Balance			0.000	



Daily Rates
September 2017

**VIP Stable NAV
Liquidity Pool**

Date	Dividend Rate	Annual Yield
01-Sep-17	0.000033016	1.21%
02-Sep-17	0.000033016	1.21%
03-Sep-17	0.000033016	1.21%
04-Sep-17	0.000033016	1.21%
05-Sep-17	0.000033290	1.22%
06-Sep-17	0.000033290	1.22%
07-Sep-17	0.000033016	1.21%
08-Sep-17	0.000033290	1.22%
09-Sep-17	0.000033290	1.22%
10-Sep-17	0.000033290	1.22%
11-Sep-17	0.000033290	1.22%
12-Sep-17	0.000033290	1.22%
13-Sep-17	0.000033290	1.22%
14-Sep-17	0.000033564	1.23%
15-Sep-17	0.000033564	1.23%
16-Sep-17	0.000033564	1.23%
17-Sep-17	0.000033564	1.23%
18-Sep-17	0.000033564	1.23%
19-Sep-17	0.000033290	1.22%
20-Sep-17	0.000033290	1.22%
21-Sep-17	0.000033290	1.22%
22-Sep-17	0.000033564	1.23%
23-Sep-17	0.000033564	1.23%
24-Sep-17	0.000033564	1.23%
25-Sep-17	0.000033564	1.23%
26-Sep-17	0.000033290	1.22%
27-Sep-17	0.000033838	1.24%
28-Sep-17	0.000033564	1.23%
29-Sep-17	0.000033564	1.23%
30-Sep-17	0.000033564	1.23%

**INVOICES - OVER \$10,000.00
REQUIRING COUNCIL
AUTHORIZATION**

Lesley King

From: Brian Camden <brian.camden@alphacorporation.com>
Sent: Thursday, October 19, 2017 4:28 PM
To: Peter Stephenson; Amy Musick; Lesley King
Cc: Jamie.Weist@kimley-horn.com
Subject: FW: pay app #10
Attachments: SKMBT_C364e17101916200.pdf

Peter,

Attached, please find **Payment Application No. 10 from RAD Sports for work completed during the months of September and October.** As you may remember, RAD did not submit a payment application last month.

Alpha Corporation has reviewed this Payment Application and recommends payment in the full amount of \$64,599.05.

Please let me know if you have any questions or comments.

Thank you,

Brian Camden
Program Manager

Alpha Corporation
295 Bendix Road, Suite 340
Virginia Beach, VA. 23452
757.533.9368 Phone
757.419.2306 Direct
www.alphacorporation.com

DISCLAIMER: This e-mail message contains confidential, privileged information intended solely for the addressee. Please do not read, copy, or disseminate it unless you are the addressee. If you have received it in error, please call us at (703) 450-0800, ask to speak with the message sender, and delete this message from your system. This e-mail and all other electronic (including voice) communications from the sender's firm are for informational purposes only. No such communication is intended by the sender to constitute either an electronic record or an electronic signature, or to constitute any agreement by the sender to conduct a transaction by electronic means. Any such intention or agreement is hereby expressly disclaimed unless otherwise specifically indicated.

From: Jim Doherty [<mailto:jpd@radsports.com>]
Sent: Thursday, October 19, 2017 4:17 PM
To: Brian Camden
Cc: Weist, Jamie
Subject: RE: pay app #10

Brian

Please review attached . sorry for getting out so late... thank you

James P. Doherty
Project Manager
R.A.D.
SPORTS
171 VFW Drive
Rockland, MA 02370
Ph #781-871-4400 Ext#205

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

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

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

APPLICATION NO: 10
PERIOD TO: 10/19/2017
PROJECT NO: 16954
CONTRACT DATE:

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

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

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

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

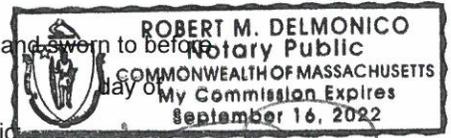
1. ORIGINAL CONTRACT SUM	\$2,578,800.00
2. Net change by Change Orders	-\$44,798.68
3. CONTRACT SUM TO DATE (LINE 1 ± 2)	\$2,534,001.32
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$2,358,876.32
5. RETAINAGE	
a. 5.00 % of Completed Work (Columns D + E on G703)	\$117,943.82
b. 0.00 % of Stored Materials (columns F on G703)	\$0.00
Total Retainage (Line 5a + 5b or Total in Columns I on G703)	\$117,943.82
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$2,240,932.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$2,176,333.45
8. CURRENT PAYMENT DUE	\$64,599.05
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$293,068.82

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

CONTRACTOR: R.A.D. Corp
By: James P. [Signature] Date: 10-19-17

State of:
County of:

Subscribed and sworn to before me this _____ day of _____
Notary Public
My Commission expires: _____



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$64,599.05

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

ARCHITECT: Alpha Corporation
By: _____ Date: _____

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this month		
TOTALS	\$56,835.00	-\$101,633.68
NET CHANGES by Change Order		-\$44,798.68

CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO: 10
 APPLICATION DATE: 10/19/2017
 PERIOD TO: 10/19/2017

ARCHITECTS PROJECT NO: 16954

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS STORED NOT IN D O R E	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION	THIS PERIOD		%			
3.200	Bond	38,000.00	38,000.00			38,000.00	100.00		1,900.00
1.010	Site Mobilization	42,000.00	37,800.00	2,100.00		39,900.00	95.00	2,100.00	1,995.00
2.010	Erosion Control	36,000.00	23,400.00	1,800.00		25,200.00	70.00	10,800.00	1,260.00
70.300	Tree and Stump Removal	52,000.00	52,000.00			52,000.00	100.00		2,600.00
3.400	Earthwork	321,000.00	321,000.00			321,000.00	100.00		16,050.00
2.030	Strip and Screen Topsoil	84,000.00	84,000.00			84,000.00	100.00		4,200.00
4.060	Water Lines	64,000.00	64,000.00			64,000.00	100.00		3,200.00
35.090	Sewer Line Work	129,000.00	129,000.00			129,000.00	100.00		6,450.00
4.050	Storm Drainage	156,000.00	152,880.00			152,880.00	98.00	3,120.00	7,644.00
28.000	Chain Link Fence	132,000.00	129,360.00			129,360.00	98.00	2,640.00	6,468.00
2300.000	Underground Electric Pipi	42,000.00	42,000.00			42,000.00	100.00		2,100.00
413.000	Scoreboards	26,000.00	26,000.00			26,000.00	100.00		1,300.00
70.951	Parking Lot Lights	22,000.00	22,000.00			22,000.00	100.00		1,100.00
3.240	Dugouts	166,000.00	166,000.00			166,000.00	100.00		8,300.00
3.220	Site Amenities	52,000.00	49,400.00	1,560.00		50,960.00	98.00	1,040.00	2,548.00
2.160	Athletic Equipment	54,000.00	51,300.00	1,620.00		52,920.00	98.00	1,080.00	2,646.00
12879.015	Screen & Spread Topsoil	156,000.00	148,200.00			148,200.00	95.00	7,800.00	7,410.00
1722.000	Seed	218,000.00	174,400.00	32,700.00		207,100.00	95.00	10,900.00	10,355.00
432.000	Infield Mix	84,000.00	82,320.00			82,320.00	98.00	1,680.00	4,116.00
2.040	Gravel Base to Subgrade	128,000.00	115,200.00			115,200.00	90.00	12,800.00	5,760.00
20018.000	Concrete Flat work	106,000.00	90,100.00	10,600.00		100,700.00	95.00	5,300.00	5,035.00
3.260	Asphalt Paving	42,000.00	42,000.00			42,000.00	100.00		2,100.00
4.070	Site Electric	96,000.00	96,000.00			96,000.00	100.00		4,800.00

CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO: 10
 APPLICATION DATE: 10/19/2017
 PERIOD TO: 10/19/2017

ARCHITECTS PROJECT NO: 16954

A ITEM NO:	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS STORED NOT IN D OR E	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION	THIS PERIOD		%			
10.090	Bleacher	38,000.00	38,000.00			38,000.00	100.00		1,900.00
2.115	Well Drilling/ Pumps	66,000.00	64,680.00			64,680.00	98.00	1,320.00	3,234.00
2.110	Irrigation	138,000.00	135,240.00			135,240.00	98.00	2,760.00	6,762.00
60.000	Landscape	78,000.00	7,800.00			7,800.00	10.00	70,200.00	390.00
4.180	Punch List	12,800.00						12,800.00	
9901.000	Change Order #01	-101,633.68	-101,633.68			-101,633.68	100.00		-5,081.68
9902.000	Change Order #02	10,980.00	10,431.00			10,431.00	95.00	549.00	521.55
9903.000	Change Order #03	27,850.00						27,850.00	
9904.000	Change Order #04	3,860.00		3,474.00		3,474.00	90.00	386.00	173.70
9905.000	Change Order #05	4,290.00		4,290.00		4,290.00	100.00		214.50
9906.000	Change Order #06	9,855.00		9,855.00		9,855.00	100.00		492.75
		2,534,001.32	2,290,877.32	67,999.00		2,358,876.32	93.09	175,125.00	117,943.82

Application and Certificate for Payment

TO OWNER: TOWN OF SMITHFIELD 310 INSTITUTE STREET SMITHFIELD, VA	PROJECT: JOSEPH W. LUFER JR. COMPLEX 900 WEST MAIN ST SMITHFIELD, VA	APPLICATION NO: E42100007 PERIOD TO: 10/16/2017 CONTRACT FOR: CONTRACT DATE: PROJECT NOS: E421 / E421/	Distribution to: OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
FROM CONTRACTOR: A R Chesson Construction Co., Inc. P O Box 2266 <small>Elizabeth City, NC 27909</small>	VIA ARCHITECT: ALPHA CORPORATION 295 BENDIX ROAD, SUITE 340 VIRGINIA BEACH, VA 23452		

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	637,100.00
2. NET CHANGE BY CHANGE ORDERS	\$	14,654.36
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	651,754.36
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	607,481.92
5. RETAINAGE:		
a. <u>50</u> % of Completed Work (Columns D + E on G703)	\$	30,374.31
b. _____% of Stored Material (Column F on G703)	\$	_____
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$	30,374.31
6. TOTAL EARNED LESS RETAINAGE	\$	577,107.61
(Line 4 minus Line 5 Total)		534,381.72
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	_____
(Line 6 from prior Certificate)		_____
8. CURRENT PAYMENT DUE	\$	42,725.89
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	\$	74,646.75

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 7,536.37	\$ 477.86
Total approved this month	\$ 7,536.37	\$ _____
TOTAL	\$ 15,132.22	\$ -477.86
NET CHANGES by Change Order	\$ 14,654.36	\$ _____

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

CONTRACTOR: A R Chesson Construction Co., Inc.
 By: Carrie R. Baker Date: 10/16/2017
 State of: NORTH CAROLINA
 County of: CHOWAN
 Subscribed and sworn to before me this 16 October, 2017 of _____
 Notary Public: Lisa A. Eure
 My commission expires: **APRIL 13, 2018**



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 42,725.89
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: ALPHA CORPORATION
 By: BV Date: 10/18/17

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

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

REQUEST FOR PAYMENT DETAIL

Project: E421 / JOSEPH W. LUTER JR. COMPLE;

Draw: E421-7

Period Ending Date: 10/16/2017

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
01-05010C	BUILDERS RISK INSURANCE	2,039.00	2,039.00			2,039.00	100.00		101.95
01-32230C	SURVEY AND LAYOUT DATA	1,071.00	1,071.00			1,071.00	100.00		53.55
01-412601	PERMITS	2,572.00	2,572.00			2,572.00	100.00		128.60
01-50010C	CONST.CONTRLS/TEMP.FACILI	1,384.00	1,314.80	69.20		1,384.00	100.00		69.20
01-51000C	TEMPORARY UTILITIES	1,822.00	1,730.90	91.10		1,822.00	100.00		91.11
01-52000C	JOB SITE TRAILER	2,357.00	2,239.15	117.85		2,357.00	100.00		117.85
01-54390C	CONSTRUCTION SUPPLIES	8,070.00	7,666.50	403.50		8,070.00	100.00		403.51
01-741902	CLEANING/DUMPSTER	5,786.00	5,496.70	289.30		5,786.00	100.00		289.31
01-742301	FINAL CLEANUP	1,071.00						1,071.00	
01-78330C	BONDS	5,090.00	5,090.00			5,090.00	100.00		254.50
03-000001	CONCRETE FOOTINGS BUILDIN	15,751.00	15,751.00			15,751.00	100.00		787.55
03-00009C	CONCRETE SLAB BUILDING	13,876.00	13,876.00			13,876.00	100.00		693.80
03-20000C	CONCRETE FOOTINGS SIGN	4,875.00		4,875.00		4,875.00	100.00		243.75
03-35000C	POLISHED CONCRETE	9,774.00	9,774.00			9,774.00	100.00		488.70
04-000001	CMU MATERIAL	10,929.00	10,929.00			10,929.00	100.00		546.45
04-00009C	MASONRY LABOR BUILDING	30,108.00	30,108.00			30,108.00	100.00		1,505.40
04-012052	UNIT MASONRY CLEANING	536.00	536.00			536.00	100.00		26.80
04-05130C	MORTAR MATERIAL	5,143.00	5,143.00			5,143.00	100.00		257.15
04-051302	MORTAR SAND	1,607.00	1,607.00			1,607.00	100.00		80.35
04-05160C	MASONRY GROUT - MATERIAL	8,786.00	8,786.00			8,786.00	100.00		439.30
04-05169C	MASONRY GROUT - LABOR	2,057.00	2,057.00			2,057.00	100.00		102.85
04-051903	MASONRY REINFORCING	5,759.00	5,759.00			5,759.00	100.00		287.95
04-05210C	BRICK MATERIAL BUILDING	5,418.00	5,418.00			5,418.00	100.00		270.90
04-052302	SPLIT FACE MATERIAL	10,715.00	10,715.00			10,715.00	100.00		535.75
04-20000C	UNIT MASONRY SIGN MATERIAL	15,001.00	15,001.00			15,001.00	100.00		750.05
04-20009C	UNIT MASONRY SIGN LABOR	17,679.00						17,679.00	
04-211390	MASONRY ACCESSORIES	4,714.00	4,714.00			4,714.00	100.00		235.70
04-211391	MASONRY EQUIPMENT	3,429.00	3,429.00			3,429.00	100.00		171.45
05-05230C	METAL FASTENING	1,393.00	1,393.00			1,393.00	100.00		69.66
05-12008C	STRUCTURAL STEEL SHOP DR/	3,750.00	3,750.00			3,750.00	100.00		187.50

REQUEST FOR PAYMENT DETAIL

Project: E421 / JOSEPH W. LUTER JR. COMPLE:

Draw: E421-7

Period Ending Date: 10/16/2017

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
05-52000C	STEEL STAIRS AND RAILS	21,430.00	12,858.00			12,858.00	60.00	8,572.00	642.90
05-52130C	ALUMINUM BALCONY RAILS	10,715.00		10,715.00		10,715.00	100.00		535.75
05-58000C	STEEL LINTELS	2,262.00	2,262.00			2,262.00	100.00		113.10
05-70000C	ALUMINUM CANE RAIL	1,404.00		1,404.00		1,404.00	100.00		70.20
06-10530C	FRAMING EQUIPMENT	3,214.00	3,214.00			3,214.00	100.00		160.70
06-110000	FRAMING LABOR MAIN BUILDIN	18,215.00	18,215.00			18,215.00	100.00		910.75
06-110091	FRAMING MATERIAL	10,500.00	10,500.00			10,500.00	100.00		525.00
06-17530C	SHOP-FABRICATED WOOD TRU	11,251.00	11,251.00			11,251.00	100.00		562.55
06-18160C	EXTERIOR TRIM EQUIPMENT	1,929.00	1,929.00			1,929.00	100.00		96.46
06-20000C	EXTERIOR TRIM MATERIAL	17,787.00	17,787.00			17,787.00	100.00		889.35
06-20009C	EXTERIOR TRIM LABOR	10,715.00	10,715.00			10,715.00	100.00		535.75
06-40000C	ARCHITECTURAL WOODWORK	1,340.00	1,340.00			1,340.00	100.00		67.00
07-21000C	RIGID INSULATION MATERIAL	3,204.00	3,204.00			3,204.00	100.00		160.20
07-21009C	RIGID INSULATION LABOR	1,500.00	1,500.00			1,500.00	100.00		75.00
07-240001	BATT INSULATION	1,393.00	1,393.00			1,393.00	100.00		69.65
07-31000C	ROOF SHINGLES MATERIAL	12,965.00	12,965.00			12,965.00	100.00		648.25
07-31009C	ROOF SHINGLES LABOR	6,107.00	5,496.30	610.70		6,107.00	100.00		305.36
07-50000C	MEMBRANE ROOFING MATERIA	3,750.00	2,250.00	1,500.00		3,750.00	100.00		187.50
07-50009C	MEMBRANE ROOFING LABOR	5,893.00	3,535.80	2,357.20		5,893.00	100.00		294.65
07-60000C	FLASHING MATERIAL	8,143.00	2,035.75	6,107.25		8,143.00	100.00		407.15
07-60009C	FLASHING LABOR	2,357.00	589.25	1,767.75		2,357.00	100.00		117.85
07-712303	GUTTERS MATERIAL	3,000.00	2,250.00	750.00		3,000.00	100.00		150.00
07-72330C	GUTTERS LABOR	2,357.00	1,767.75	589.25		2,357.00	100.00		117.85
07-92000C	JOINT SEALANTS	1,607.00	803.50	803.50		1,607.00	100.00		80.36
08-111300	HOLLOW METAL DOORS & FRAI	5,465.00	5,465.00			5,465.00	100.00		273.25
08-111390	HMMWOOD DOOR LABOR	2,357.00	2,357.00			2,357.00	100.00		117.86
08-33000C	OVERHEAD DOORS	954.00						954.00	
08-50000C	WINDOWS MATERIAL	14,842.00	14,842.00			14,842.00	100.00		742.10
08-50009C	WINDOWS LABOR	857.00	857.00			857.00	100.00		42.85
08-70000C	DOOR HARDWARE ALLOWANCE	14,000.00	14,000.00			14,000.00	100.00		700.00

REQUEST FOR PAYMENT DETAIL

Project: E421 / JOSEPH W. LUTER JR. COMPLE

Draw: E421-7

Period Ending Date: 10/16/2017

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
09-211600	GYP SUM BOARD MATERIAL	2,250.00	2,250.00			2,250.00	100.00		112.50
09-211690	GYP SUM BOARD LABOR	2,464.00	2,464.00			2,464.00	100.00		123.20
09-22160C	METAL FRAMING MATERIAL	2,786.00	2,786.00			2,786.00	100.00		139.30
09-90000C	PAINTING AND COATING	9,517.00	8,565.30	951.70		9,517.00	100.00		475.85
10-14000C	SIGNAGE MATERIAL	1,543.00	1,543.00			1,543.00	100.00		77.15
10-14009C	SIGNAGE LABOR	214.00						214.00	
10-14050C	INTERIOR SIGNAGE	214.00						214.00	
10-211300	TOILET PARTITIONS	8,121.00	8,121.00			8,121.00	100.00		406.05
10-28000C	TOILET ACCESS. MAT. ALLOWAI	1,800.00	1,800.00			1,800.00	100.00		90.00
10-28009C	TOILET ACCESSORIES LABOR	429.00	429.00			429.00	100.00		21.45
10-51000C	PRESS BOX SHELF MATERIAL	2,058.00	2,058.00			2,058.00	100.00		102.90
10-51009C	PRESS BOX SHELF LABOR	214.00		214.00		214.00	100.00		10.70
10-55000C	AWNINGS MATERIAL	4,714.00	4,714.00			4,714.00	100.00		235.70
10-55009C	AWNINGS LABOR	429.00	429.00			429.00	100.00		21.45
10-70000C	STATUES MATERIAL	8,947.00	8,947.00			8,947.00	100.00		447.36
10-73000C	STATUES LABOR	2,143.00						2,143.00	
10-73130C	UTILITY SHELF	214.00		214.00		214.00	100.00		10.70
10-75000C	WEATHERVANE MATERIAL	5,218.00	5,218.00			5,218.00	100.00		260.90
10-75009C	WEATHERVANE LABOR	643.00	643.00			643.00	100.00		32.15
22-000001	PLUMBING FIXTURES MATERIAL	9,046.00	8,141.40			8,141.40	90.00	904.60	407.07
22-00009C	PLUMBING FIXTURES LABOR	3,224.00	2,901.60			2,901.60	90.00	322.40	145.08
22-07000C	WASTE PIPE MATERIAL	2,381.00	2,381.00			2,381.00	100.00		119.05
22-07009C	WASTE PIPE LABOR	4,270.00	4,270.00			4,270.00	100.00		213.50
22-110000	WATER PIPE MATERIAL	3,315.00	3,315.00			3,315.00	100.00		165.75
22-13000C	WATER PIPE LABOR	4,512.00	4,512.00			4,512.00	100.00		225.60
22-13010C	DRAINS/CLEAN OUTS MATERIAL	6,857.00	6,857.00			6,857.00	100.00		342.85
22-13019C	DRAINS/CLEAN OUTS LABOR	1,290.00	1,290.00			1,290.00	100.00		64.50
22-130191	GREASE TRAP MATERIAL	1,580.00	1,580.00			1,580.00	100.00		79.00
22-13030C	GREASE TRAP LABOR	645.00	645.00			645.00	100.00		32.25
22-13039C	VENT PIPE MATERIAL	598.00	598.00			598.00	100.00		29.90

REQUEST FOR PAYMENT DETAIL

Project: E421 / JOSEPH W. LUTER JR. COMPLE;

Draw: E421-7

Period Ending Date: 10/16/2017

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
22-13530C	VENT PIPE LABOR	2,135.00	2,135.00			2,135.00	100.00		106.75
22-142613	INSULATION	5,036.00	5,036.00			5,036.00	100.00		251.80
22-40000C	EQUIPMENT RENTAL	2,143.00	2,143.00			2,143.00	100.00		107.15
22-42019C	TRAP PRIMERS MATERIAL	1,286.00	1,286.00			1,286.00	100.00		64.30
22-420191	TRAP PRIMERS LABOR	806.00	806.00			806.00	100.00		40.30
23-000001	AHU INSTALL - MATERIAL	493.00	493.00			493.00	100.00		24.65
23-00009C	AHU INSTALL - LABOR	609.00	609.00			609.00	100.00		30.45
23-05000C	DUCTLESS SPLIT INSTALL-MAT.	171.00	136.80	34.20		171.00	100.00		8.55
23-059301	DUCTLESS SPLIT INSTALL-LABC	609.00	487.20	121.80		609.00	100.00		30.45
23-07000C	EXHAUST FAN INSTALL - MATER	214.00	214.00			214.00	100.00		10.70
23-090001	EXHAUST FAN INSTALL-LABOR	1,430.00	1,430.00			1,430.00	100.00		71.50
23-30000C	EQUIPMENT	4,200.00	4,200.00			4,200.00	100.00		210.00
23-31009C	GRILLES	1,961.00	1,764.90	196.10		1,961.00	100.00		98.06
23-310091	ROUND DUCT - MATERIAL	2,379.00	2,379.00			2,379.00	100.00		118.95
23-34419C	ROUND DUCT - LABOR	1,178.00	1,178.00			1,178.00	100.00		58.90
26-000001	WIRING ROUGH IN MATERIAL	2,325.00	2,325.00			2,325.00	100.00		116.26
26-00009C	WIRING ROUGH IN LABOR	6,407.00	6,407.00			6,407.00	100.00		320.36
26-012602	WIRING TRIM OUT MATERIAL	1,854.00	1,761.30	92.70		1,854.00	100.00		92.71
26-09160C	WIRING TRIM OUT LABOR	2,170.00	2,061.50	108.50		2,170.00	100.00		108.51
26-20000C	WIRING DEVICES MATERIAL	552.00	524.40	27.60		552.00	100.00		27.60
26-21000C	WIRING DEVICES LABOR	1,318.00	1,252.10	65.90		1,318.00	100.00		65.91
26-24000C	LIGHT FIXTURES MATERIAL	13,779.00	6,889.50	6,889.50		13,779.00	100.00		688.96
26-27000C	LIGHT FIXTURES LABOR	2,845.00	1,422.50	1,422.50		2,845.00	100.00		142.26
26-27269C	PANELBOARDS MATERIAL	1,339.00	1,339.00			1,339.00	100.00		66.95
26-272691	PANELBOARDS LABOR	1,104.00	1,104.00			1,104.00	100.00		55.20
26-32000C	TRANSFORMER MATERIAL	2,105.00	2,105.00			2,105.00	100.00		105.25
26-41000C	TRANSFORMER LABOR	846.00	846.00			846.00	100.00		42.30
26-50000C	EQUIPMENT CONNECTIONS MA	225.00	225.00			225.00	100.00		11.26
26-52000C	EQUIPMENT CONNECTIONS LAI	739.00	739.00			739.00	100.00		36.96
31-31010C	SOIL POISONING	407.00	407.00			407.00	100.00		20.35

REQUEST FOR PAYMENT DETAIL

Project: E421 / JOSEPH W. LUTER JR. COMPLE:

Draw: E421-7

Period Ending Date: 10/16/2017

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
32-14009C	EXPOSED AGGREGATE CONCR	2,293.00	2,293.00			2,293.00	100.00		114.65
32-160001	SIDEWALKS MATERIAL	5,357.00	5,357.00			5,357.00	100.00		267.85
32-16009C	SIDEWALKS LABOR	3,348.00	3,348.00			3,348.00	100.00		167.40
32-31000C	WIRE MESH PARTITION	1,807.00	1,807.00			1,807.00	100.00		90.35
32-31009C	ALUMINUM DOUBLE GATE	5,338.00	5,338.00			5,338.00	100.00		266.90
32-32000C	MECHANICAL ENCLOSURE FEN	2,641.00	2,376.90	264.10		2,641.00	100.00		132.06
33-40000C	FOUNDATION DRAINS	1,286.00	1,286.00			1,286.00	100.00		64.30
81-03350C	SUPERINTENDENT	27,858.00	26,465.10			26,465.10	95.00	1,392.90	1,323.26
81-03400C	PROJECT MANAGER	15,001.00	14,250.95			14,250.95	95.00	750.05	712.55
81-03500C	OFFICE - CLERICAL	1,500.00	1,425.00			1,425.00	95.00	75.00	71.25
81-03759C	GENERAL LABOR	5,786.00	5,496.70			5,496.70	95.00	289.30	274.84
81-04000C	TRAVEL EXPENSE	6,509.00	6,183.55			6,183.55	95.00	325.45	309.18
89-00015C	CO#1 PCO# 1, 2, 3	-477.86	-477.86			-477.86	100.00		-23.89
89-00025C	CO#2 PCO# 5, 7, 8, 9, 10	5,674.37	3,845.00			3,845.00	67.76	1,829.37	192.25
89-00035C	CO#3 PCO# 6-R1, 11	1,921.48		1,921.48		1,921.48	100.00		96.07
89-00045C	CO#4 PCO#14	7,536.37						7,536.37	

Totals	651,754.36	562,507.24	44,974.68			607,481.92	93.21	44,272.44	30,374.31
--------	------------	------------	-----------	--	--	------------	-------	-----------	-----------

REQUEST FOR PAYMENT DETAIL

Project: E421 / JOSEPH W. LUTER JR. COMPLETE

Draw: E421-7

Period Ending Date: 10/16/2017

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
<u>CO</u>	<u>CO Item and Description</u>	<u>CO Amount</u>							
CO#1	133-000 CO#1 PCO# 1, 2, 3	-477.86							
CO#2	134-000 CO#2 PCO# 5, 7, 8, 9, 10	5,674.37							
CO#3	135-000 CO#3 PCO# 6-R1, 11	1,921.48							
CO#4	136-000 CO#4 PCO#14	7,536.37							
	Total Change Order amount	14,654.36							



The Blair Bros., Inc.

P.O. Box 5413
 Suffolk, VA 23435
 (757) 538-1696 Fax: (757) 538-0714
 www.blairbros.com
 SWaM Cert #: 664748

Invoice

Terms	P.O. No.	Date	Invoice #
NET 30 DAYS		10/6/2017	13394

Bill To:

Project:

Town of Smithfield
 P O Box 246
 Smithfield VA 23431

Lane Crescent

Item	Qty	Description	Rate	Amount
Contract		Provide equipment, labor, and materials to accomplish the following: 1. Edge mill approximately 5,242 square yards. 2. Overlay same area with 2" of IM 19.0A asphalt. 3. Provide traffic control. Total Contract Sum: \$64,300.00	64,300.00	64,300.00

Proposal approved
 by Town Council
 9-5-2017

 ACCOUNTS RECEIVABLE

 W. A. [Signature]

 TOWN MANAGER [Signature]

THANK YOU FOR YOUR BUSINESS

All charges during the month are due and payable by the 10th of the following month or as per stated terms. A SERVICE CHARGE OF 2% PER MONTH will be added to account from invoice date on past due accounts. This is an annual percentage rate of 24%. The customer agrees to pay service charges and the cost of collection, including attorney's fees.

If prices and terms on invoice are not as agreed, or if any claim or damage or deficiency is to be made, please notify us at once, as no claim made at maturity will be allowed.

Invoice Total: \$64,300.00





The Blair Bros., Inc.

P.O. Box 5413
Suffolk, VA 23435
(757) 538-1696 Fax: (757) 538-0714
www.blairbros.com
SWaM Cert #: 664748

Invoice

Terms	P.O. No.	Date	Invoice #
NET 30 DAYS		10/6/2017	13395

Bill To:

Town of Smithfield
P O Box 246
Smithfield VA 23431

Project:

Faye St.

Item	Qty	Description	Rate	Amount
Contract		Provide equipment, labor, and materials to accomplish the following: 1. Edge mill approximately 4,000 square yards. 2. Overlay same area with 2" of IM 19.0A asphalt. 3. Provide traffic control. Total Contract Sum: \$53,400.00	53,400.00	53,400.00

Proposal approved
by Town Council
9-5-2017

ORDER # _____
 ACCOUNT # _____
 TOWN MANAGER *W.A. [Signature]*
[Signature]

THANK YOU FOR YOUR BUSINESS

Invoice Total: \$53,400.00

All charges during the month are due and payable by the 10th of the following month or as per stated terms. A SERVICE CHARGE OF 2% PER MONTH will be added to account from invoice date on past due accounts. This is an annual percentage rate of 24%. The customer agrees to pay service charges and the cost of collection, including attorney's fees.

If prices and terms on invoice are not as agreed, or if any claim or damage or deficiency is to be made, please notify us at once, as no claim made at maturity will be allowed.



TOWN OF SMITHFIELD

2880

REQUISITION

001

SUGGESTED VENDOR <u>Western Tidewater Free Clinic</u>			OFFICE USE ONLY	
REQUESTED BY			DATE ORDERED	ORDER NO.
DATE REQUESTED <u>9-29-17</u>			DATE WANTED	
QUANTITY	DESCRIPTION	BUDGET ACCT. NO.	EST. UNIT PRICE	EST. TOTAL PRICE
	<u>2018 Budget Allocation</u>			<u>38000.00</u>
	<u>4-100-32300-5632</u>			

REQUISITIONER
RETAIN YELLOW COPY

APPROVED

PKS

TOWN MANAGER

[Signature]

SIGNATURE - DEPARTMENT HEAD

**PARKS AND RECREATION
COMMITTEE**

Parks and Recreation Operation Update

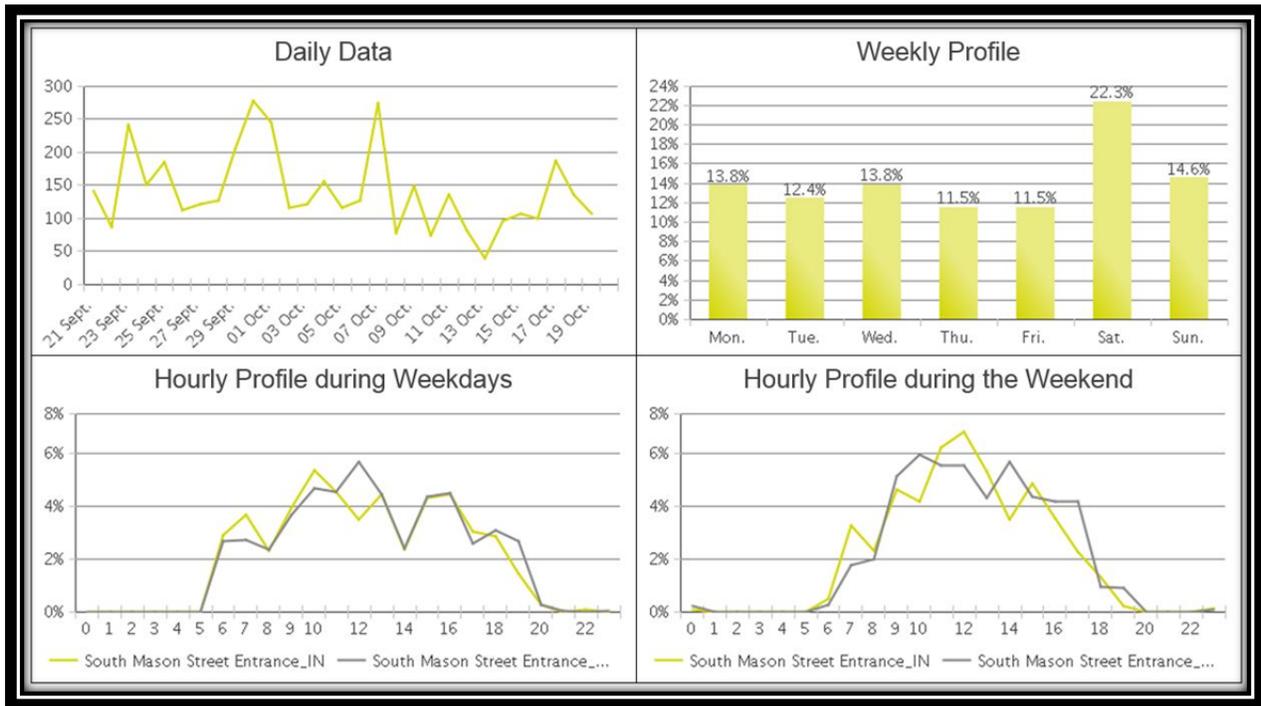
October 2017

Park Facilities Event Listing			
Day	Date	Event Type	Location
Mon	Sep 25	Committee Meetings	Smithfield Center
Tue	Sep 26	Committee Meetings	Smithfield Center
		Business Meeting	Smithfield Center
Wed	Sep 27	Dominion Safety Meeting	Smithfield Center
Sat	Sep 30	Autumn Vintage Market	Main Street
		Wedding Reception	Smithfield Center
		Aiken Fest	Little Theater
Sun	Oct 1	Wedding & Reception	Smithfield Center
Mon	Oct 2	Wedding & Reception	Smithfield Center
Tue	Oct 3	Flu Shots for Town Employees	Smithfield Center
		Special Events Committee Meeting	Smithfield Center
		WCFB Meeting	Smithfield Center
		Town Council	Smithfield Center
Thu	Oct 5	Senior Health Fair	Smithfield Center
Fri	Oct 6	Smithfield High Homecoming Parade	Main Street
		Wedding & Reception	Smithfield Center
Sat	Oct 7	Bacon Festival	Windsor Castle Riverfront
Tue	Oct 10	Candidates Forum	Smithfield Center
		Planning Commission	Smithfield Center
Wed	Oct 11	Health Fair	Smithfield Center
		Town Department Staff Meeting	Smithfield Center
		Pipeline Safety Training	Smithfield Center
		WC Restoration Committee Meeting	Smithfield Center
Sat	Oct 14	Hog Jog Race	Town Streets
		Wedding & Reception	Smithfield Center
Tue	Oct 17	Schoolhouse Committee Meeting	Smithfield Center
		Crimeline Meeting	Smithfield Center
		BHA&R Meeting	Smithfield Center
Wed	Oct 18	Business Meeting	Smithfield Center
Thu	Oct 19	Tourism Strategic Planning Meeting	Smithfield Center
Sat	Oct 21	Smithfield Century Bike Tour	Windsor Castle Riverfront
		IOW Education Foundation Gala	Smithfield Center
Upcoming Special Events			
Tue	Oct 24	Healthcare Education Event	Smithfield Center
Sat	Oct 28	Horsepower on Main Street	Main Street
Tue	Oct 31	Halloween	Downtown
Sat	Nov 4	5K for Cystic Fibrosis	Windsor Castle
Tue	Nov 7	Election Day	Smithfield Center
Sat	Nov 11	Veterans Day Service	Veterans Memorial
Sat	Nov 18	Festival of Trees	Smithfield Center

Parks and Recreation Operation Update October 2017

Windsor Castle Park
Manor House Restoration Project
Update of project will be given during Public Buildings Committee.

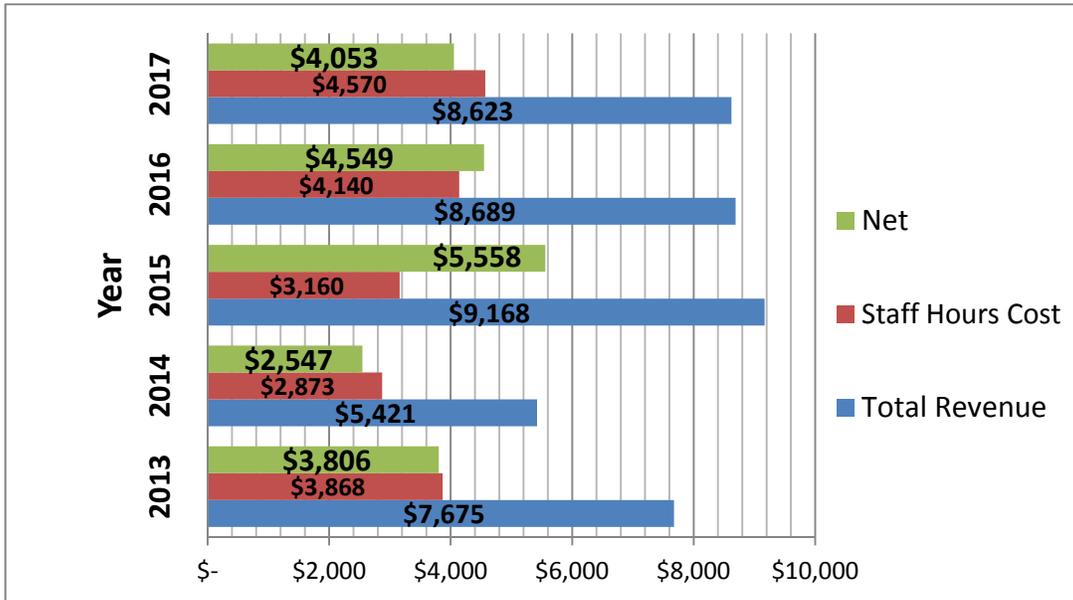
Eco Counter Data from Mason Street Entrance			
Daily Average: 141		Busiest Day of the Week: Saturday	
Busiest Days	Saturday, September 30 (278)	Saturday, October 07 (273)	Sunday, October 01 (244)



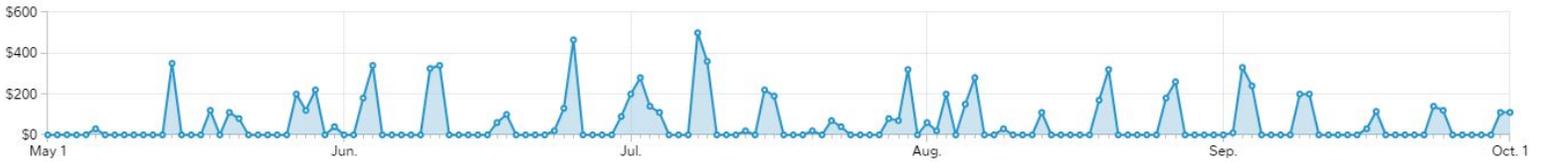
Trail Doc Projects and Hours		
Trail Docs have earned over 388 Volunteer Hours since January.		
Projects completed	Leaf blowing	Trail repair and Maintenance
	Ivy removal	Tree of Heaven & Stilt Grass Eradication
	Playscape Maintenance	Erosion Ditch Construction
	Bag Worm Removal from trees	

Parks and Recreation Operation Update

October 2017



05/01/2017–10/01/2017



DAY OF WEEK



TIME OF DAY



Joe Luter Jr. Sports Complex

Update by Brian Camden.

Parks and Recreation Operation Update

October 2017

Park Projects			
In Progress Projects			
Project Name	Location	Applicant Name	Description
Compass Course	Windsor Castle	Kyle Rutherford-Eagle Scout	<p>Orienteers will use map, course, and the course description to find markers which will be made of 4x4 posts that will be installed throughout park. During competitions they will be timed</p> <ul style="list-style-type: none"> • Post have been placed in ground and a GPS device is using to verify coordinates on markers.
Benches for Playscape	Windsor Castle Playscape	Cooper Boley-Eagle Scout	<p>Making 2 benches that encircle the trees in the same style as the existing benches at the Playscape. Will construct benches off site and assemble on site.</p>
Edible Garden	Windsor Castle	Jennifer Smith, Smithfield Middle School	<p>Constructed an edible garden in Windsor Castle Park that is open to the public. This garden will feature many healthy snacks such as strawberries, tomatoes and carrots.</p> <ul style="list-style-type: none"> • Recently weeded.
Oyster Restoration	Windsor Castle	Kelly Davis, Chesapeake Bay Foundation	<p>Oyster cages are monitored and after one year of growth are given to the Chesapeake Bay Foundation to be planted on the oyster reef in the bay.</p> <ul style="list-style-type: none"> • Project is being turned over to Windsor High School class as part of their project based learning.
Completed Projects			
Project Name	Location	Applicant Name	Completed Date
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	2016
Bluebird Houses	Windsor Castle	Linda Langdon, Virginia Master Naturalist	2015
Dog Agility Course	Windsor Castle Dog Park	Daniel Brower, Boy Scouts Troop 36	2015
Fishing Line Receptacles	Windsor Castle Fishing Pier	Claudia Lee, Virginia Master Naturalist	2016

Parks and Recreation Operation Update

October 2017

Tree Identification	Windsor Castle	Girl Scout Troop 622	2014
---------------------	----------------	----------------------	------

2017 Town of Smithfield Open to Public Events (on town properties)						
Street Closures	Event Date	Times Location Type of Event Attendance	Event Name	Town Services		
				PD Required	PW Required	Public Restrooms
Town Streets	1/14/2017	Sat 9 A-5 P	BOB Festival	PD	PW	
		WC Riverfront	Smithfield VA Events-Gina Ippilito			
		8K & Festival	869-0664			
		2000 p	gina@smithfieldvaevents.com			
	1/13/2018	Sat 10 A-5 P	Smithfield Station Parking Lot Assist	PD		
		Station Parking Lot	Smithfield Station Parking Lot Assist			
		Office Request	Randy Pack			
			randy.pack@smithfieldstation.com			
	1/15/2017	Sun 2p-5 p Smithfield Center Community 250 p	MLK Program			
	2/12/2017	3 P-6:30 P Smithfield Center Fundraiser 200 p	Sweetheart Banquet			
	2/18/2017	Sat 7 P-11 P Smithfield Center Fundraiser 250 p	CASA Gala	PD		
	2/26/2017	Sun 2 p-4 P Smithfield Center Community 100 p	Black History Month Program			
	3/11/2017	Sat 5:30 P-9:30 P Smithfield Center Fundraiser 350 p	IOW Academy Gala	PD		
Traffic Assist	3/25/2017	Sat -10 A-2:30 P	YMCA Triathlon	PD		
		Town Streets	Virginia-Maryland -Greg Hawkins			
		Race	336-577-2801			
		500	Greg Hawkins <greg.hawkins@vtsmts.com>			
	4/1/2017	Sat 9 AM-2 PM Smithfield Center Flea Market 500 p	Women's Club Flea Market Connie Chapman			
Jericho Road	4/8/2017	Sat 11 A-5 P	Wine Fest	PD	PW	
		WC Riverfront	Smithfield VA Events-Gina Ippilito			
		Festival	869-0664			
		2500 ppl	gina@smithfieldvaevents.com			
	4/8/2017	Sat 9 A-9 P	Smithfield Station Parking Lot Assist	PD		
		Station Parking Lot	Smithfield Station -Randy Pack			
		Officer Request	randy.pack@smithfieldstation.com			

Street Closures	2017 Town of Smithfield Open to Public Events (on town properties)					
	Event Date	Times	Event Name	Town Services		
		Location Type of Event Attendance		PD Required	PW Required	Public Restrooms
	4/29/2017	Sat 8 P-12 P Smithfield Center Prom 200 p	Windsor Prom			
	5/1/2017	Mon 8 A-2 P Smithfield Center Senior Community 350 p	TRIAD	PD		
	5/6/2017	Sat 8 A-12 P WC Courtyard Race 300 p	Optimist 5K Mike Murphy 757-660-7151 memurph1126@gmail.com			
	5/12/2017	Fri 8 P-12 P Smithfield Center Gala 300 p	WCFB Suitcase Party	PD		
	5/20/2017	Sat 8 P-12 P Smithfield Center Prom 350 p	Smithfield Prom	PD		
Traffic Assist	5/21/2017	Sun 8 Am-10 AM Main Street Race 300 p	Main Street Mile Lee Duncan 757-298-3839 wharhillbrewingco@gmail.com	PD		
Traffic Assist	5/27/2017	Sat 8 A-2 P WC Courtyard & Streets Bike Race 300 p	Smithfield Challenge Sharon Bochman	PD		
Traffic Assist	5/29/2017	11 A-12 P Veterans Memorial Community 150 p	Memorial Day Service	PD		
	6/2/2017	Fri 8 P-12 P Smithfield Center Prom 350 p	Kings Fork Prom	PD		
	6/3/2017	Sat 7 A-11 A Kayak Launch & Cypress Community Cleanup 20 p	Clean the Bay Day WCFB -Kelly Davis kellyb413@hotmail.com			
Traffic Assist	6/3/2017	Sat 9 A-5 P WC Courtyard & Streets Bike Race 1000 p	Multiple Sclerosis Bike Event MS Group-Karla McCarraher 757-319-4253 Karla.McCarraher@nmss.org	PD		
	6/17/2017	Sat 9 AM-1 PM WC Kayak triathlon/treasure hunt 100 p	Summer Solstice Adventure Race Mark Montague			

2017 Town of Smithfield Open to Public Events (on town properties)						
Street Closures	Event Date	Times	Event Name	Town Services		
		Location Type of Event Attendance		PD Required	PW Required	Public Restrooms
Main Street	6/24/2017	Sat 9 A-5 P	Olden Days and Car Show	PD	PW	Restrooms
		Main Street	Terry Rhinier/ Elizabeth Moose			
		Festival	814-5170			
		4000 p	terry.rhinier@iwus.net			
Station Bridge	7/3/2017	9 p-9:30 P	Town Fireworks	PD	PW	Restrooms
		Town Streets				
		Community				
		1000 p				
	7/3/2017	5 P-9 P	Fireworks-Station Bridge Park Assist	PD		
		Station Parking Lot	Smithfield Station-Randy Pack			
		Office Request	620-7700			
			randy.pack@smithfieldstation.com			
	7/15/2017	Sat 7:30 A-10:30 A	5 K Into the Woods Trail Series			
		WC Trails	Lei Dunn			
		5K Race	589-1554			
		100 p	1bodyfitness@cox.net			
	8/1/2017	5 P-7 P	National Night Out	PD		
		Smithfield Center	Night Out Committee-Kurt Beach			
		Community	449-4849			
		500 p	kbeach@smithfieldva.gov			
	8/4-8/5/17	Fri, Sat All Day	Smithfield BBQ Classic Competition	PD		
		WC Riverfront	Smithfield Foods -Jessie Corbin, Taylor Davis			
		BBQ Competition	760-898-3761			
		500 p	jessie@ernieball.com			
	9/23/2017	Sat 7 A-2 P	Ruritan Car Show	PD	PW	
		Main Street	Smithfield Ruritans-			
		Car Show	Glen Schlickemeyer			
		200 p	gslick3@yahoo.com			
	9/30/2017	Sat 10 AM-8 PM	Aiken Fest			
		Little Theater	Jim Abicit			
		Concert				
		200 p	880-3120			
Main Street	9/30/2017	Sat 9 AM-2 PM	Vintage Market	PD	PW	Restrooms
		Main Street 100-300	Farmers Market-Cheryl Ketcham			
		Market	375-3031			
		500 p	cketcham@isleofwightus.net			
Main Street	10/6/2017	Fri 4 PM	Smithfield Homecoming Parade	PD	PW	
		Main Street	Smithfield High-Jill Gwaltney			
		Parade	371-3918			
		100 p	jillgwaltney@gmail.com			

2017 Town of Smithfield Open to Public Events (on town properties)						
Street Closures	Event Date	Times Location Type of Event Attendance	Event Name	Town Services		
				PD Required	PW Required	Public Restrooms
Jericho Road	10/7/2017	Sat 11 A-9 P	Bacon (BBB) Festival	PD	PW	
		WC Riverfront	Smithfield Events-Gina Ippilito			
		Festival	869-0664			
		2500 p	gippolito6@aol.com			
	10/7/2017	Sat 10 A-5 P	Smithfield Station Parking Lot Assist	PD		
		Station Parking Lot	Smithfield Station Parking Lot Assist			
		Office Request	Randy Pack			
			randy.pack@smithfieldstation.com			
Traffic Assist	10/14/2017	Sat 8 A-11 A	Hog Jog	PD	PW	
		Town Streets	IOW COP -Barbara Stafford			
		5K Race	757-647-4061			
		1000 p	dbstaff@charter.net			
	10/21/2017	5:30 P-9:30 P	IOW Schools Gala	PD		
		Smithfield Center				
		Fundraiser				
		350 p				
Traffic Assist	10/21/2017	9 AM-5 PM	Smithfield Century Tour Bike Event	PD		
		WC Riverfront	Chamber-Andy Cripps			
		Bike Race	357-3502			
		100 p	acripps@theisle.org			
Traffic Assist	10/28/2017	3 PM-9 PM	Horsepower on Main Street	PD		
		Main Street	Team Shelby - Justin Emanul			
		Car Show	876-9160			
		100 cars	teamshelbyva@gmail.com			
Main Street	10/31/2017	Mon 5 P-8 P	Hamoween	PD	PW	Restrooms
		Main Street				
		Community				
		2000 p				
	11/4/2017	Sat 7:30 A-10:30 A	5K for MS			
		WC Trails	Holly			
		5K Race				
		100 p				
Traffic Assist	11/11/2017	Fri 11 AM-12 PM	Veterans Day Ceremony	PD		
		Vet Mem	VFW			
		Community				
		150 p				
	11/18/2017	Sat 5:30 P-9:30 P	Festival of Trees	PD		
		Smithfield Center				
		Fundraiser				
		280 p				
Traffic Assist	12/1/2017	Fri 5:30 P-6:30 P	Tree Lighting Ceremony	PD		
		Times Gazebo				
		Community				
		200 p				
	12/1/2017	Fri, Sat, Sun	Christmas in Smithfield & Antique Show	PD		
		Smithfield Center				
		Trade Show & Home Tours				
		500 p				

2017 Town of Smithfield Open to Public Events (on town properties)						
Street Closures	Event Date	Times	Event Name	Town Services		
		Location		PD Required	PW Required	Public Restrooms
		Type of Event				
		Attendance				
Main Street	12/8/2017	Fri 6 PM-9 PM	Main Street Christmas Farmers Market	PD	PW	Restrooms
		Main Street	Farmers Market-Chery Ketcham			
		Market	375-3031			
		5000 p	cketcham@isleofwightus.net			
	12/9/2017	Sat 8 A-10 A Smithfield Center Community 400 p	Breakfast with Santa			
Town Streets	12/9/2017	Sat 10:30 A-12 P	Christmas Parade	PD	PW	Restrooms
		Main Street	Tourism-Terry Rhinier			
		Parade	814-5170			
		3000 p	terry.rhinier@iwus.net			

Joseph W. Luter, Jr.
Sports Complex



295 Bendix Road, Suite 340
Virginia Beach, VA 23452
Ph. 757.533.9368

October 20, 2107

Mr. Peter Stephenson, Town Manager
TOWN OF SMITHFIELD
911 South Church Street
Smithfield, VA. 23430

JOSEPH W. LUTER JR. SPORTS COMPLEX - PROJECT UPDATE NO 8

Dear Mr. Stephenson,

The following is our project report on the construction activities occurring on the Joseph W. Luter Jr., Sports Complex during the month of October

Neither of the general contractors working on the site were able to achieve their contractual Substantial Completion dates, mainly due to Owner directed change orders increasing, or delaying, their scopes of work. The most significant impact to the project was the delay in issuing the site re-grading plan needed to add asphalt paving back into RAD's scope of work. This resulted in a minimum 2-month delay starting on August 18, when RAD was notified to suspend work affected by the incorporation of new asphalt finish grade elevations, until October 20th, when Kimley Horn issued the re-grading plan. The actual delay may be longer than 2-months depending on the amount of installed work that now must be re-worked to accommodate asphalt. Inclement rainy weather also hampered scheduled site production during the month of October.

The primary delay to the building contractor's schedule was due to conflicts discovered between the new turn lane from Courthouse Highway, and the relocation of the masonry entrance walls. Moving the new wall location further back into the site required the drainage swale to be adjusted by RAD, and the installed water meter and backflow preventer to be relocated by an Owner supplied contractor. Contributing to this delay was the undercutting of the main entrance road at Courthouse Highway due to unsuitable and wet subsurface soil conditions. Inclement rainy weather also impacted this work significantly, especially with the undercut operation.

At this time, a date for Substantial Completion of the site work cannot be established until RAD submits their change order cost for the asphalt, which will most likely include a time extension element. The Substantial Completion of the building will probably be achieved on October 27, unless impacted by rain, as this is the date that the masonry entrance wall is now scheduled to be completed.



295 Bendix Road, Suite 340
Virginia Beach, VA 23452
Ph. 757.533.9368

RAD Sports Construction: Site Work:

Site work continues to be completed within the ballfields, fine grading of topsoil, sidewalks and swale installation, but is being delayed in the driveways and parking areas due to the re-grading plan. The landscape subcontractor has mobilized on site and planting operations are scheduled to be underway next week. The grass in the ballfields is becoming established as shown in the picture below.



Completed and/or current construction activities for this period:

- Ballfields are mostly complete.
- Hydro-seeding is ongoing.
- The landscape subcontractor is scheduled to start plantings.
- The swales are seeded and appear to be functioning.
- The maintenance of erosion control devices is on-going



295 Bendix Road, Suite 340
Virginia Beach, VA 23452
Ph. 757.533.9368

Major tasks for the next month:

- Re-grade gravel in parking areas to accept asphalt.
- Continue with landscape installation.
- Monitor and maintain all erosion control devices.
- Implement Town requested changes, if approved.

Issues:

As noted earlier in this report, there was some re-grading of the already installed drainage swale to avoid the relocated masonry entrance wall, but RAD has not yet indicated that this is an additional cost.

Work Outside of the Site Contractor's Scope:

As we noted in earlier reports, the subgrade road material under the main entrance from Courthouse Highway into the site was marginally acceptable from a stability perspective. The geotechnical engineer inspected and a proof-roll test was performed. The engineer's recommendation was to undercut the subgrade, install a geotextile fabric, add 12" of additional stone, and then install the designed roadway pavement section. The following pictures show the undercut operation:





295 Bendix Road, Suite 340
Virginia Beach, VA 23452
Ph. 757.533.9368





295 Bendix Road, Suite 340
Virginia Beach, VA 23452
Ph. 757.533.9368

Financial Update:

Original Contract Amount:	\$2,578,800.00
C.O. (#1 credit)	(101,633.68)
C. O. #2 -Electrical Panel	10,980.00
C.O. #3- Asphalt Driveway	27,850.00
C.O. #4- Lights at Entrance Sign	3,860.00
C.O #5- Increase Well Pump	4,290.00
C.O. #6- Roadway Undercut	9,855.00
Current Contract Amount with Change Orders:	\$2,534,001.32

Pending Change Orders:

1. PCO # 7 is to change approximately 350' of the main 5-foot wide sidewalk that comes off of Courthouse Highway and runs parallel to the main entrance drive from gravel to concrete. Estimated cost is \$12,327.50.
2. As we reported two months ago, Mr. Luter has requested that the asphalt be installed in the two parking areas and main entrance driveway. This will require the re-grading of the existing graded subgrade material and adjustment of several finish grade areas. The estimated cost is \$150,000 +- along with a substantial time extension.

Potential Change Orders:

- The Town has requested that additional baseball bases are be added to some of the ballfields. RAD is pricing.
- The Town has requested that additional bleachers may be added to some of the ballfields. The engineers will request a cost from RAD and they are coordinating with their supplier regarding safety issues.





295 Bendix Road, Suite 340
Virginia Beach, VA 23452
Ph. 757.533.9368

- The Town has requested that the protective chain-link fence in front of the precast dugouts at the Champion Field be moved about four feet into the infield, and add another bench to accommodate a larger ball team. The engineers have issued a sketch for pricing.
- The Town has requested additional air vents be cut into the precast concrete dugouts at the Champion Field to allow for more air circulation. The engineers have issued a sketch for RAD to price.
- The Town has requested the warning track “moon dust” be removed from around the infield of the ballfields from 1st base, around behind home plate, to 3rd base. After removal of the warning track material, clay would then be installed. The engineers have not issued this sketch as yet.

Schedule Update:

Until the new asphalt grading plan is completed and priced, it is difficult to determine the completion date of the site work portion of the project. Best guess at this time, barring any new changes, would be sometime around the first of December.

A.R Chesson Construction Co., Building Contract:

General:

The contractor, A. R. Chesson has mainly concentrated on installing electrical, plumbing and mechanical fixtures and trim during the past month, along with performing corrective work. At the request of the contractor a punch-list inspection was conducted by the architect, Town staff, Kimley-Horn and Alpha on October 13. Numerous deficiencies were noted along with some non-compliant construction. Chesson has since been diligent in correcting the work and finishing other areas of construction. We should note that the extent of the punch list deficiency report was not out of ordinary for a project of this size and nature.

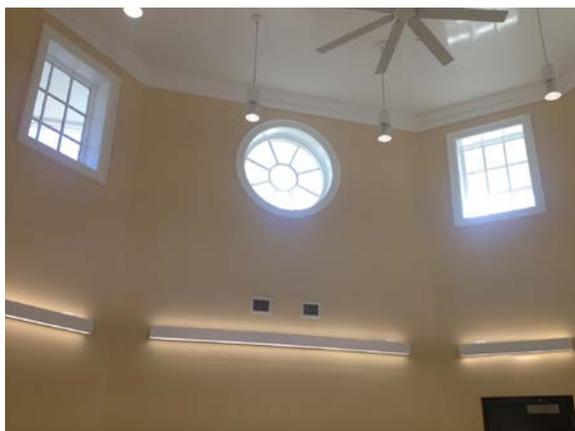
Completed and or current construction activities for this period:

- A Manufacturer’s Roof Inspection was conducted on October 19 and passed inspection.



295 Bendix Road, Suite 340
Virginia Beach, VA 23452
Ph. 757.533.9368

- All plumbing fixtures including the electric water cooler have been installed.
- Touch up painting is on-going





295 Bendix Road, Suite 340
Virginia Beach, VA 23452
Ph. 757.533.9368

Major Tasks for Next Month

- Secure Building Occupancy Permit from IOW County Building Official (this may be dependent on the sewer pump and haul)
- Continue equipment testing.
- Complete punch list work.
- Compile and turn over Operations and Maintenance Manuals.

Financial Update

Original Contract Amount:	\$637,100.00
Change Orders #1 (Credit)	(477.86)
Change Order #2	5,674.37
Change Order #3	1,921.48
Change Order #4 Add Statues	7,536.37
Current Contract Amount with Change Orders:	\$651,754.36

Possible Change Orders:

- PCO #12 is for replacing the light fixtures originally designed to be placed under the exterior canopy at the concession window, and will not fit in the space. Estimated cost to replace fixture \$200.
- PCO #11 is to install an "AVK" type of water valve in the main water line in lieu of the previously installed "Ball" type valve specified. The AKV type of valve is required by the Town. Cost \$1,531.83.
- PCO #13 was to change the lattice on the roof gables to Hardi-Plank. Cost \$1,711.46. This area was originally slated to be painted plywood.
- PCO #16 is to install the new Farmer's Bank signage over the two main entrances at the concession building. Cost \$3,118.54.
- The Town has requested a wall mounted exterior light to be installed to shine on the flag at night. No estimated cost.
- The Town has requested an additional section of chain-link security fencing be installed in the main storage room to protect the electrical panels. No estimated cost.



295 Bendix Road, Suite 340
Virginia Beach, VA 23452
Ph. 757.533.9368

- The Town has requested two additional baby-changing stations be added, one in the Men's and one in the Ladies bathrooms. There was one already installed in the Family restroom.
- The Town has requested the architect research the possibility of adding a "Fly-Fan" above the concession windows.
- It appears that a floor drain may need to be installed within the exposed foyer area of the exterior stairs leading to the second floor. After a recent rain, standing water was noted in the foyer area and the Architect has issued a sketch to the contractor for installing a small "French Drain" type of floor drain.

Issues:

As we noted in our earlier reports, until when the turn lane is completed there is no sewer disposal system for this site and facility. The on-site sewer piping system does provide some capacity, but the Town may need to engage a pump and haul company to utilize the facility.

The bronze statues shown below are slated to be installed on the sidewalks.





295 Bendix Road, Suite 340
Virginia Beach, VA 23452
Ph. 757.533.9368



These bronze statues are hollow, thin skin, and can be lifted by one person. The manufacturer's recommend mounting instructions state the bases can be bolted into the concrete with 3/8" bolts. After examining the statues and the welded bronze connections between the player and the base, it is our opinion that these statues would crack and break if subjected to children playing with, or climbing on them. We have suggested that the Town may want to consider mounting the statues on a masonry pedestal about 3-feet high and placing a sign saying keep off. The pedestal could be constructed with the same brick as the Concession building and include a concrete cap that the statues would be secured to.

Schedule Update:

The contractor has submitted a 60-day Time Extension request moving the Substantial Completion date from September 8 to November 8. This is a "No Cost" time extension request, and is based entirely on the relocation of the masonry entrance wall due to the new turn lane, and the delay while the entrance road was undercut. We are reviewing the contractor's time extension request and will submit a recommendation to Staff.



295 Bendix Road, Suite 340
Virginia Beach, VA 23452
Ph. 757.533.9368

Conclusion:

Acknowledging that the intended use of the Sport Complex is not scheduled to start until next spring, we note that there are no unfinished time-critical activities, within RAD's or Chesson's contracts, that will affect the scheduled 2018 opening. However, it is our opinion that any delays with completing the design of the turn lane and associated sewer line, will adversely impact the timely utilization of the facility next spring. Our opinion is based on the observation that the project will be bid in early winter, and the actual road and sewer work will be performed during the cold winter months.

Please let me know if you have any questions or comments.

Respectfully Submitted,

B V Camden

Brian V. Camden
Program Manager



295 Bendix Road, Suite 340
Virginia Beach, VA 23452
Ph. 757.533.9368



Remaining Topsoil as of 10/20/17

The majority of this topsoil will not be needed for completing fine grading.



MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

ISLE OF WIGHT COUNTY

AND

the TOWN OF SMITHFIELD

THIS AGREEMENT, made this _____ day of _____, 2017, by and between the COUNTY OF ISLE OF WIGHT (“County”), and the TOWN OF SMITHFIELD (“Town”).

WITNESSETH:

1. BACKGROUND:

The Town of Smithfield has purchased a tract of land within the corporate boundaries of the Town for the purpose of constructing an athletic activity complex which will provide ballfields for youth athletics and recreation. The Town has received generous corporate and personal donations to defray a large part of the cost of constructing the athletic complex. The County has agreed to donate the sum of \$250,000 to the Town to be allocated for construction of the facilities. In consideration of the mutual benefits and obligations contained herein, the aforementioned parties therefore do agree to the following terms:

2. ISLE OF WIGHT COUNTY DONATION; PAYMENT:

The Isle of Wight County Board of Supervisors, by motion adopted February 18, 2016, has agreed to donate a sum not to exceed \$250,000 to be paid to the Town of Smithfield solely for construction costs of the facility. Payment shall be made by the County in five equal installments of \$50,000, the first payment of which shall be due and payable upon execution of this Memorandum of Understanding (MOU) by both parties and each July 1st thereafter until July 1, 2021. Nothing in this MOU shall prohibit the County from paying its donation commitment in advance, at the County’s sole discretion.

3. ATHLETICS ACTIVITY COMPLEX TO BE CONSTRUCTED:

The Town of Smithfield will construct the improvements necessary and desirable for an athletics activity complex upon a tract of land located in the Town of Smithfield, generally known as the Little Farm, containing 97.94 acres, more or less, and identified as Tax Map Parcel No. 21-01-051. The Town shall have the sole responsibility for the construction, ownership and management of the facility upon such terms and conditions as the Town Council shall deem most appropriate in its sole discretion.

4. LIABILITY

Any and all users of the athletics activity complex, not a party to this MOU, shall be required to provide a Certificate of Insurance (COI) for liability purposes, with the Town as an additional named insured party under said user's policy. Liability policy limits must be not less than \$1,000,000 per occurrence. The amount of required coverage may be changed by the Town as circumstances may warrant.

5. USE OF THE FACILITY

The Town agrees that the athletic fields and future indoor facility to be constructed within the athletics complex may be used by the Isle of Wight County schools, the Isle of Wight County Parks and Recreation department, the Windsor Athletic Association, the Town of Windsor, as well as other not-for-profit recreational associations, subject to availability. Scheduling for the use of the fields shall be the responsibility of the Town. All use of the athletic fields/facility shall be in accordance with the Use Policies and Procedures, as they may be amended from time to time, which are attached hereto and incorporated by reference. Said Use Policies and Procedures shall be developed, implemented and/or modified by the Town following good faith discussions and negotiations as to the terms contained therein with the County. Notwithstanding said Use Policies and Procedures, the County shall be entitled to the following events at no charge: (i) Pitch, Hit, Run

Tournament and (ii) Punt, Pass, Kick Tournament. The parties agree that these events are to be held at no charge to the participants as their purpose is to engage all youth in the community in athletics.

6. ACCESS

It is hereby agreed that the Town shall construct a sidewalk or other appropriate pedestrian connection from the Westside Elementary School to the athletic complex at its sole expense.

7. MAINTENANCE

The maintenance of the athletics complex shall be the sole responsibility of the Town. The Town may assign the obligation for maintenance, either in whole or in part, to any other organization as it may deem appropriate. This responsibility for maintenance shall include an obligation to pick up litter that may blow onto the Westside Elementary School property from the athletics complex.

8. SEVERABILITY OF PARTS OF AGREEMENT

It is hereby declared to be the intention of the parties hereto that the sections, paragraphs, sentences, and clauses of this MOU are severable. If any section, paragraph, sentence, or clause shall be found to be invalid for any reason, such invalidity shall not affect any of the remaining portions of the MOU.

In Witness Whereof, the parties hereby have executed this Memorandum on the date first listed above.

[SIGNATURE PAGES FOLLOW]

COUNTY OF ISLE OF WIGHT

By _____
Randy Keaton
County Administrator

Approved by the Isle of Wight County Board of Supervisors at a regular meeting by motion duly adopted the _____ day of _____, 2017.

_____, Chairman

Approved as to Form:

Attested:

Mark C. Popovich,
County Attorney

Carey Mills Storm,
Clerk

TOWN OF SMITHFIELD

By _____
Peter M. Stephenson
Town Manager

**Approved by the Town of Smithfield Town Council at a regular meeting
by motion duly adopted the _____ day of _____, 2017.**

T. Carter Williams, Mayor

Approved as to Form:

Attested:

William H. Riddick, III
Town Attorney

Lesley G. King, Clerk



**Windsor Castle Park
Smithfield, Virginia
Park Project Application**

In order to better serve our community, recognized non-profits, educational, community and service organizations, as well as, local government agencies, churches and charitable groups, organizations wanting to complete a project on the town property Windsor Castle Park will have to complete an application process. This application will be presented for review to the Town Council Parks and Recreation Committee. The project must receive approval by the Parks & Recreation Committee in order to be completed.

Individual/Group Name	Ruth Meredith (MMF), Ellen Peterson (SMS), Smithfield Middle School 7th graders, also Paul Anderson, Boy Scout Troop 7
Website	on Facebook: Meredith Monarch Farm
Mailing Address	112 Lumar Rd, Smithfield, VA 23430

Contacts

Name	Ruth Meredith	Cell Phone	757-646-4311	Email	meredithmonarchfarm@gmail.com
Name	Ellen Peterson	Cell Phone	757-371-4886	Email	epeterso@iwcs.k12.va.us

Project Description

A 20'x40' milkweed meadow to be planted with the native common milkweed and other species to help restore a chemical-free habitat for the monarch butterfly to use in rearing her young. Milkweed will also be used by area schools and educators to rear monarchs in the classrooms. Mature seedpods can be used to start other milkweed meadows. The bed preparation and demarcation will be an Eagle Scout Project.
--

Proposed area of the park	Proposed date of installation	Number of estimated hours to complete project
20' x 40' area near Kayak launch next to SMS veggie garden	December 2017	60 hrs
If group project participants include youth (under 18), what is the age range?	How long will individual/group be willing to maintain this project? (ex. months, year)	Number of individuals participating in project
12-16 yr old	10+ years	7 for prep. 100 for seed planting. 1 for ongoing maintenance

List Benefits of your project to the park and community (add lines if necessary):

The native milkweed not only provides habitat for Monarch butterflies to raise their young, the nectar from the summer flowers is an important energy source for all the pollinator insects, including the very important honey bee. The adult butterflies that will be attracted to the milkweed meadow are a beautiful addition to the park for the public to enjoy. A properly managed milkweed meadow can provide enough milkweed to
--



**Windsor Castle Park
Smithfield, Virginia
Park Project Application**

raise over 2,000 adult butterflies. (however the actual number when left to nature is only about 5% of the eggs laid). The mature seed pods can be collected and used to start other milkweed meadows in other public places (such as the new ball fields or Nike park). We hope to encourage the students at Windsor HS to raise other milkweed seedlings in their new greenhouse for new habitat restoration.

Material Item	Estimated Cost	Will this item remain in the park after construction?	<i>If yes include description of maintenance required and estimated cost</i> Description of Maintenance Estimated Cost	
4x4 posts for corners	\$ 40	yes	none	\$
Rope for corner posts	\$ 20	Yes	none	\$
Monarch waystation sign	\$ 30.00	Yes	none	\$
Round Up herbicide	\$ 50.00	no		\$
Milkweed seeds	\$ 10	yes	Possible annual mowing in Nov	\$
Milkweed plants	\$ 100	yes	Possible annual mowing in Nov	\$
	\$			\$
	\$			\$

Maintenance of Project:
The town asks that all applicants consider how long they will be able to maintain the proposed project, and if and when the applicant is no longer able to do so, then the applicant is asked to consider the following:

- 1. Asking another person/group to take over maintenance.**
- 2. If unable to find a group to take over maintenance, then the applicant is responsible for removing the item from the park.**

Please state your plan for this process below:

Ruth will maintain the milkweed plants during the growing season so there is fresh milkweed for multiple generations of monarch caterpillars.

At the end of each season (Nov) the meadow can be mowed by the maintenance company if it is deemed necessary.

Master Gardeners and Master Naturalist have expressed an interest in helping with the maintenance if needed.



**Windsor Castle Park
Smithfield, Virginia
Park Project Application**

Does the group hold a certificate of insurance?

Policy Number	Ruth does not, but Smithfield Middle School does
Name of Insurance Liability Carrier	
Insurance Company Address	
Insurance Company Phone Number	

I have received, read thoroughly, understand and will comply with the policies and procedures governing Windsor Castle Park Projects.

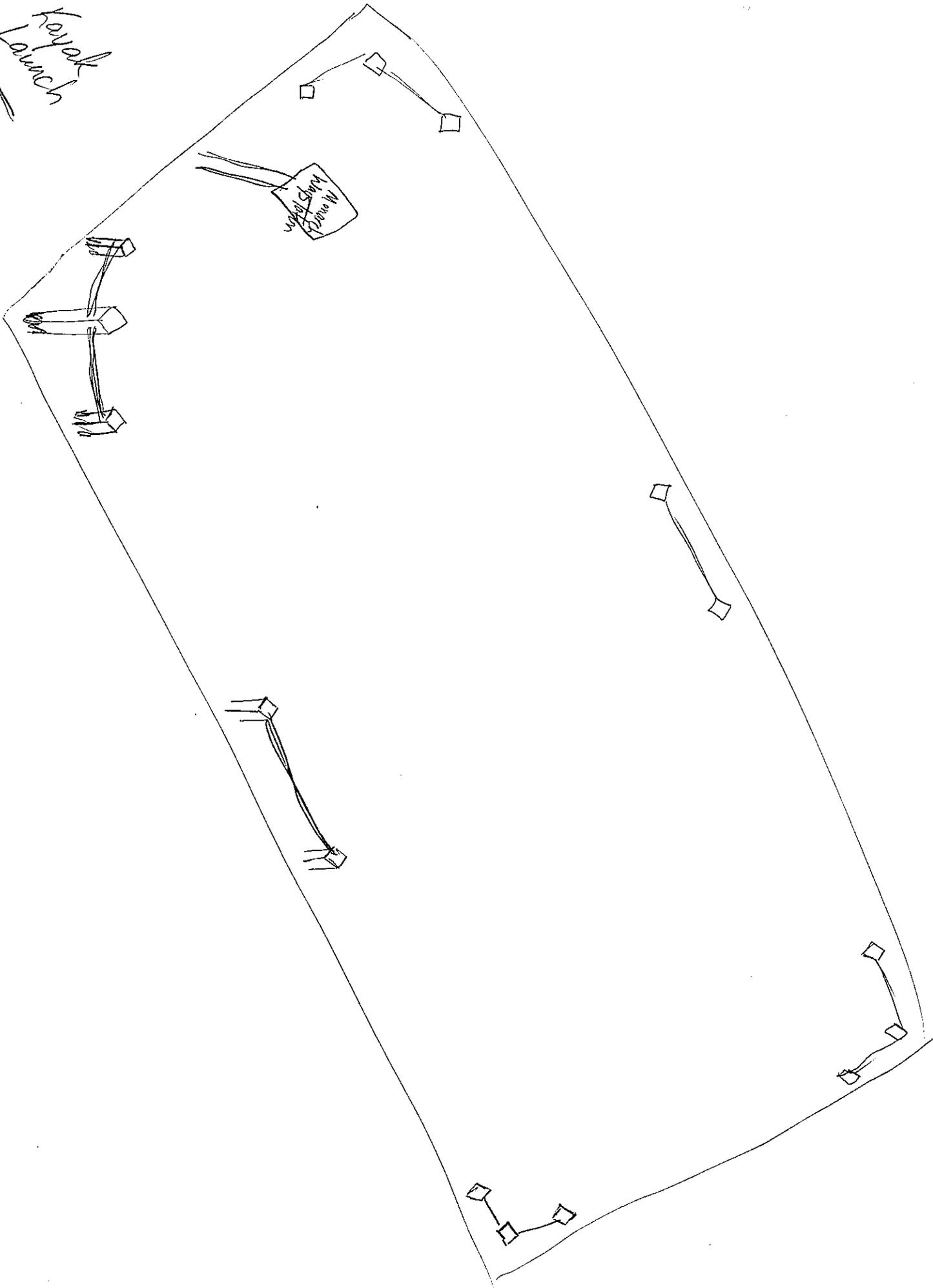
Print Name of Project Manager (must be 18 years or older to submit application)	Ruth Meredith
Date Application Completed	10/18/17

Attach the following documents:

Promotional materials about organization or project
Project site map that shows a sketch of project and desired location in park

Project approval will be verified by a letter from the Town of Smithfield. Any restrictions or special guidelines listed in the approval letter must be adhered to in order to complete the project.

Kayak
Launch
←



2

Genetically modified plants can abate the monarch butterfly population. These plants are made to withstand the effects of herbicides, so farmers are able to spray more of this harmful chemical. Herbicides can accidentally get onto nearby milkweed, which kills the plant. Also, these crops can withstand pesticides, and now that farmers spray more of these chemicals, they will blow onto nearby milkweed. Monarch butterflies then consume the now poisonous milkweed. Research shows that about 58% of monarch butterflies have been killed because of genetically modified crops. Pesticides and herbicides are a monarch butterfly's kryptonite.



6



A monarch butterfly in the harsh winter of Mexico.

Made By: Sophia,
Connor, Chris, and
Gabe

<https://www.monarch.org.nz/forum/topic/do-monarchs-sting-or-bite/>

<http://slideplayer.com/slide/8620593/> (Kayla Reed)

<http://www.monarch-butterfly.com/monarch-butterflies-facts.html>

<https://www.worldwildlife.org/tours/mexico-s-monarchs>

<https://www.learner.org/jnorth/tm/monarch/sl/2/index.html>

The World Will Be Dark, Without the Monarch!



Monarchs throughout the east coast of the United States are being affected by pesticides and other harmful chemicals. Why are the monarchs dying? How does it affect the environment? What can humans do to help?

3

The monarch butterfly is one of only a handful of insects that could fly across the Atlantic Ocean!



4 TESTIMONIALS

"A decline in the population of Monarch butterflies is a visual reminder that modern agricultural practices may be having an unintended impact on the environment around us, and may be impacting the populations of other beneficial insects that are not as visible as the Monarch butterfly. The Monarch has a fascinating life cycle and migration that is used by educators all around the country to teach students about life science."

~Ruth Meredith

Meredith Monarch Farm of
Smithfield, VA

"As a principal, I am very pleased to see our students getting involved in projects that involve not only the student but the environment. Students get a chance to see how a small part of their environment can have global effects. Pollinators such as butterflies and bees have recently come into focus in the news as the use of pesticides has hurt many colonies."

~Mr. Fred Eng
Principal of Smithfield Middle
School

5

The monarch butterfly does not have lungs; it breathes through vents in the thorax called spiracles. A set of tubes called trachea disperse the oxygen through the monarch butterfly.

**PUBLIC BUILDINGS & WELFARE
COMMITTEE**

Pinewood Heights Relocation Project Updates

PERMANENT RELOCATION MONTHLY PROGRESS REPORT FOR OCTOBER 2017

Locality: Smithfield Town

Contract #: 15-10

Prepared by: Michael Paul Dodson

Project Name: Pinewood Heights Phase 3

Date: October 15, 2017

FINANCIALS			
CDBG Contract Amount:	\$ <u>1,000,000</u>	Local Leverage Amount:	\$ <u>1,323,335</u>
CDBG Amount Obligated:	\$ <u>921,500</u>	Local Leverage Amount Obligated:	\$ <u>927,000</u>
CDBG Amount Expended:	\$ <u>814,827</u>	Local Leverage Amount Expended:	\$ <u>795,752</u>

CUMULATIVE RELOCATION PROGRESS			
# of appraisals done?	<u>17</u> of <u>18</u>	# of homeownership counseling done?	<u>17</u> of <u>18</u>
# of homes acquired?	<u>13</u> of <u>18</u>	# of housing inspections done?	<u>15</u> of <u>18</u>
# of vacant lots acquired?	<u>1</u> of <u>2</u>	# of owner-occupied relocations done?	<u>5</u> of <u>5</u>
# of demolitions done?	<u>6</u> of <u>18</u>	# of market-rate relocations done?	<u>6</u> of <u>9</u>
Clearance completed?	<u>6</u> of <u>18</u>	# of Section 8 relocations done?	<u>2</u> of <u>4</u>

ADMINISTRATIVE ACTIVITY

Date Project Sign Erected: 11/ 30/ 2015

Date of last Management Team meeting: 09/12/2017

Date annual Project Area Clean-Up Session done: 11/ 28/ 2015

Date annual Fair Housing activity done: 06/ 30/ 2016

TA Site Visit Requested: Yes No

Is project on schedule as shown in timeline? Yes No If no, update will be uploaded by: ____/ ____/ ____

Is the project proceeding within budget? Yes No If no, update will be uploaded by: ____/ ____/ ____

Status: What project activities will occur in next 60 days? Will they be completed on time? Are problems anticipated or occurring? Appraisals and RA have been completed for all homes except 22 Jamestown and one vacant lot. Applications have been received and being processed for all residents. Owners at 21, 23, 33, 36, and 38 Jamestown have sold their homes and relocated. Rental families at 25, 27A, 28A, 28B, 31, 32, 34, and 35 Jamestown have relocated. We are working with four other tenants of their relocation. The Town has also closed the rental properties at 27A, 27B, 28A, 28B, 31, 32, 34, 35 Jamestown. The offer package for 24 Jamestown was mailed out and has been accepted. The residents at 35 Jamestown have closed on their new home however closing is pending on HOME funds (application in process). A purchase offer was sent to the heir owners of 37 Jamestown. Staff will be targeting the residents of 27B and 37 Jamestown Avenue for relocation. Demolition has occurred at 28A/B, 31/32, and 33/34 Jamestown. Future demolitions will occur as duplex units become vacant.

Are problems anticipated? None

Other comments: None

Project Specific Products:

Owner-Occupied Acquisition (Goal=5)

Owner Occupied Homes

1) 21 Jamestown 2) 23 Jamestown 3) 33 Jamestown 4) 36 Jamestown 5) 38 Jamestown

Preliminary Acquisition Letters Sent 5

1) 21 Jamestown 2) 23 Jamestown 3) 33 Jamestown 4) 36 Jamestown 5) 38 Jamestown

Appraisals Completed 5

1) 21 Jamestown 2) 23 Jamestown 3) 33 Jamestown 4) 36 Jamestown 5) 38 Jamestown

Review Appraisals Completed 5

1) 21 Jamestown 2) 23 Jamestown 3) 33 Jamestown 4) 36 Jamestown 5) 38 Jamestown

Offer to Purchase Letters Sent 5

1) 21 Jamestown 2) 23 Jamestown 3) 33 Jamestown 4) 36 Jamestown 5) 38 Jamestown

Offers Accepted 5

1) 21 Jamestown 2) 23 Jamestown 3) 33 Jamestown 4) 36 Jamestown 5) 38 Jamestown

Properties Closed On 5

1) 21 Jamestown 2) 23 Jamestown 3) 33 Jamestown 4) 36 Jamestown 5) 38 Jamestown

Heir (Vacant) Acquisition (Goal=1)

Heir (Vacant) Homes

1) 37 Jamestown

Preliminary Acquisition Letters Sent 1

1) 37 Jamestown

Appraisals Completed 1

1) 37 Jamestown

Review Appraisals Completed 1

1) 37 Jamestown

Offer to Purchase Letters Sent 1

1) 37 Jamestown

Offers Accepted 0

Properties Closed On 0

Tenant-Occupied Acquisition (Goal=12)

Tenant Occupied Homes

1) 22 Jamestown 2) 24 Jamestown 3) 25 Jamestown 4) 26 Jamestown 5) 27A Jamestown 6) 27B Jamestown

7) 28A Jamestown 8) 28B Jamestown 9) 31 Jamestown 10) 32 Jamestown 11) 34 Jamestown 12) 35 Jamestown

Preliminary Acquisition Letters Sent 11

1) 24 Jamestown 2) 25 Jamestown 3) 26 Jamestown 4) 27A Jamestown 5) 27B Jamestown 6) 28A Jamestown

7) 28B Jamestown 8) 31 Jamestown 9) 32 Jamestown 10) 34 Jamestown 11) 35 Jamestown

Appraisals Completed 11

1) 24 Jamestown 2) 25 Jamestown 3) 26 Jamestown 4) 27A Jamestown 5) 27B Jamestown 6) 28A Jamestown

7) 28B Jamestown 8) 31 Jamestown 9) 32 Jamestown 10) 34 Jamestown 11) 35 Jamestown

Review Appraisals Completed 11

1) 25 Jamestown 2) 26 Jamestown 3) 27A Jamestown 4) 27B Jamestown 5) 28A Jamestown 6) 28B Jamestown
 7) 31 Jamestown 8) 32 Jamestown 9) 34 Jamestown 10) 35 Jamestown
 Offer to Purchase Letters Sent 10
 1) 24 Jamestown 2) 25 Jamestown 3) 27A Jamestown 4) 27B Jamestown 5) 28A Jamestown 6) 28B Jamestown
 7) 31 Jamestown 8) 32 Jamestown 9) 34 Jamestown 10) 35 Jamestown
 Offers Accepted 10
 1) 24 Jamestown 2) 25 Jamestown 3) 27A Jamestown 4) 27B Jamestown 5) 28A Jamestown 6) 28B Jamestown
 7) 31 Jamestown 8) 32 Jamestown 9) 34 Jamestown 10) 35 Jamestown
 Properties Closed On 8
 1) 27A Jamestown 2) 27B Jamestown 3) 28A Jamestown 4) 28B Jamestown 5) 31 Jamestown 6) 32 Jamestown
 7) 34 Jamestown 8) 35 Jamestown

Owner-Occupied Relocation (Goal=5)

Owner Occupied Homes
 1) 21 Jamestown 2) 23 Jamestown 3) 33 Jamestown 4) 36 Jamestown 5) 38 Jamestown
 Household Surveys Completed 5
 1) 21 Jamestown 2) 23 Jamestown 3) 33 Jamestown 4) 36 Jamestown 5) 38 Jamestown
 Income Verifications Completed 5
 1) 21 Jamestown 2) 23 Jamestown 3) 33 Jamestown 4) 36 Jamestown 5) 38 Jamestown
 Eligibility of Relocation Letters Sent 5
 1) 21 Jamestown 2) 23 Jamestown 3) 33 Jamestown 4) 36 Jamestown 5) 38 Jamestown
 Comparable Units Found and Inspected 5
 1) 21 Jamestown 2) 23 Jamestown 3) 33 Jamestown 4) 36 Jamestown 5) 38 Jamestown
 Households Relocated 5
 1) 21 Jamestown 2) 23 Jamestown 3) 33 Jamestown 4) 36 Jamestown 5) 38 Jamestown

Market-Rate, Renter-Occupied Relocation (Goal=8)

Market-Rate Occupied Homes
 1) 24 Jamestown 2) 25 Jamestown 3) 26 Jamestown 4) 28A Jamestown 5) 28B Jamestown 6) 31 Jamestown
 7) 34 Jamestown 8) 35 Jamestown
 Household Surveys Completed 8
 1) 24 Jamestown 2) 25 Jamestown 3) 26 Jamestown 4) 28A Jamestown 5) 28B Jamestown 6) 31 Jamestown
 7) 34 Jamestown 8) 35 Jamestown
 Income Verified 7
 1) 25 Jamestown 2) 26 Jamestown 3) 28A Jamestown 4) 28B Jamestown 5) 31 Jamestown 6) 34 Jamestown
 7) 35 Jamestown
 Eligibility of Relocation Letters Sent 7
 1) 25 Jamestown 2) 26 Jamestown 3) 28A Jamestown 4) 28B Jamestown 5) 31 Jamestown 6) 34 Jamestown
 7) 35 Jamestown
 Comparable Units Found and Inspected 6
 1) 25 Jamestown 2) 28A Jamestown 3) 28B Jamestown 4) 31 Jamestown 5) 34 Jamestown 6) 35 Jamestown

Households Relocated 5

- 1) 25 Jamestown 2) 28A Jamestown 3) 28B Jamestown 4) 31Jamestown 5) 34 Jamestown 6) 35 Jamestown

Section 8, Renter-Occupied Relocation (Goal=4)

Section 8 Occupied Homes

- 1) 22 Jamestown 2) 27A Jamestown 3) 27B Jamestown 4) 32 Jamestown

Household Surveys Completed 3

- 1) 27A Jamestown 2) 27B Jamestown 3) 32 Jamestown

Income Verifications Completed 3

- 1) 27A Jamestown 2) 27B Jamestown 3) 32 Jamestown

Eligibility of Relocation Letters Sent 3

- 1) 27A Jamestown 2) 27B Jamestown 3) 32 Jamestown

Comparable Units Found and Inspected 3

- 1) 27A Jamestown 2) 27B Jamestown 3) 32 Jamestown

Households Relocated 2

- 1) 27A Jamestown 2) 32 Jamestown

Demolition (Goal=18)

Units to be Demolished

- 1) 21 Jamestown 2) 22 Jamestown 3) 23 Jamestown 4) 24 Jamestown 5) 25 Jamestown 6) 26 Jamestown
7) 27A Jamestown 8) 27B Jamestown 9) 28A Jamestown 10) 28B Jamestown 11) 31 Jamestown 12) 32 Jamestown
13) 33 Jamestown 14) 34 Jamestown 15) 35 Jamestown 16) 36 Jamestown 17) 37 Jamestown 18) 38 Jamestown

Units that have been Demolished 4

- 1) 28A Jamestown 2) 28B Jamestown 3) 31 Jamestown 4) 32 Jamestown 5) 33 Jamestown 6) 34 Jamestown

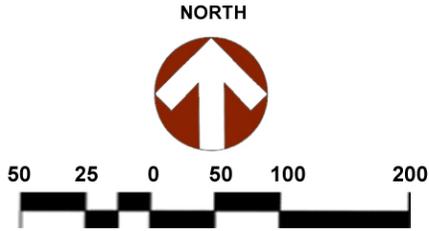
PROJECT STATUS MAP

Pinewood Heights Phase III Redevelopment Project

Town of Smithfield, Virginia

LEGEND

-  PHASE III BOUNDARY
- STATUS:**
-  PRELIM ACQ LETTER RECEIVED BY OWNER
-  APPRAISAL COMPLETE
-  OFFER TO PURCHASE ACCEPTED
-  ACQUISITION COMPLETE
-  RELOCATION IN PROCESS
-  RELOCATION COMPLETE
-  READY FOR DEMOLITION/DEMO PREP
-  OWNER OCCUPIED
-  RENTER OCCUPIED
-  SECTION 8 TENANT
-  VACANT STRUCTURE



GRAPHIC SCALE IN FEET

COMMUNITY PLANNING PARTNERS, INC.
COMMUNITY DEVELOPMENT CONSULTANTS
RICHMOND, VIRGINIA

OCTOBER 15, 2017

**STAFF REPORT
TO THE TOWN COUNCIL**

CONDITIONAL ZONING AMENDMENT

November 7, 2017

Applicant/Owner Name & Address	Timothy S. Culpepper Cypress Investment Holdings, LLC 150 W. Main Street, Suite 1100 Norfolk, VA 23510
Property Location & Description	Cypress Creek Subdivision That area bounded by Rt. 10 Bypass, Fairway Drive, Great Springs Road, the Town of Smithfield Boundary and Cypress Creek (Inst. # 150004995)
Statistical Data (See Site Plan)	
Current Zoning	S-R, Suburban Residential (Conditional)
Proposed Zoning	S-R, Suburban Residential (Conditional)
Overlay District	N/A
Proposed Conditional Rezoning	Amendments to the original proffers that remove townhomes, increase housing unit maximum, include age restricted housing units, remove boat slips, and other technical revisions.
Surrounding Land Uses/Zoning	Adjacent parcels are zoned: S-R, Suburban Residential, C-C, Community Conservation, E-C, Environmental Conservation, (RAC, Rural Agricultural Conservation – Isle of Wight County)
Conformity with Comprehensive Plan	Current future land use plan shows the land as Suburban Residential

Overview

The applicant, the new owner of the undeveloped portions of the Cypress Creek Subdivision, desires to amend the original proffers in accordance with Articles 4 & 5 of the Town of Smithfield Zoning Ordinance. As per Article 5, Section I.5 of the Town of Smithfield Zoning Ordinance, *“No amendment shall be made to any accepted proffer except in the manner of a new rezoning application as set forth herein”*.

The new owner, having a different vision for the subdivision, proposes to change the design of the undeveloped Phase VI from the original master plan. Most of the proposed proffer amendments relate to this change in vision, with others of a more technical nature.

The proposed proffers, dated September 28, 2017, include following amendments:

1. Removal of 24 townhomes.
2. Increase of the maximum number of units from 450 to 518 (68 additional units).
3. Inclusion of 91 age-restricted units.
4. Replacement of references to 'environmental' with 'architectural' review board.
5. Removal of 40–50 boat slips.
6. Removal of the build-out timeframe.
7. Inclusion of the Design Guidelines for the proposed Phase VI.
8. Setback requirements in Phase VI that exceed the minimums in the town ordinance.
9. Assurances as to the timeframe of the provision of planned amenities in Phase VI.

The addition of 68 housing units and the inclusion of 91 age-restricted units actually create a net reduction of 6 traditional single family housing units from the original master plan.

This subdivision was originally approved in Isle of Wight County and subsequently taken into the town limits by a boundary line adjustment, there have never been cash proffers related to education or emergency services associated with this development.

Note: In order to develop the revised Phase VI plan as proposed, the cluster provision of the S-R zoning ordinance will be required; the cluster provision requires the granting of a Special Use Permit. It is expected that Phase VI will be developed in substantial conformity with the Conceptual Plan dated March 6, 2017.

The Town of Smithfield Planning Commission, at their August 8, 2017 and September 12, 2017 meetings, tabled this item; at their October 10, 2017 meeting, it was recommended to Town Council for approval.

Outside Agency Comments

Isle of Wight Emergency Services stated that they “do not envision the proposed changes negatively impacting...fire ems service capability in the area.”

Isle of Wight Schools provided comments in regard to potential impacts related to this application. (Please find memo enclosed.)

Isle of Wight Planning and Zoning provided no comments.

Staff Comments

Town staff has deemed the application to be complete and that all problems with the original proffers identified by the applicant seem to have been satisfied.

The planning and development of this subdivision have been spread over approximately three decades, during which time the housing market and the vision for the subdivision have changed. The proposed Conditional Zoning Amendment will primarily pave the way for the additional housing units that are proposed for the redesign of Phase VI, as well as clean up a number of elements lingering in the original proffers that are no longer envisioned.

Contact William Saunders at 365-4266 or wsaunders@smithfieldva.gov with any questions.

TOWN OF SMITHFIELD

FILE COPY

310 Institute Street, P. O. Box 246, Smithfield, VA 23431
(757) 365-4200 - Fax (757) 357-9933

REZONING APPLICATION

May 23, 2017
Date of Application

I (We), the undersigned, do hereby respectfully make applications and petition the Governing Body to amend the Zoning Ordinance and to change the Zoning Map of the Town of Smithfield, VA as hereinafter requested and in support of this application, the following facts are shown:

1. The property sought to be rezoned is located at Cypress Creek Phase VI between Benns Church Blvd (VA-10) and Cypress Creek Pkwy on the North side of the street and known as lot(s) Number 22-01-004. It has a frontage of +/-525' feet, and a depth of +/-1876 feet and is +/-75.93 acres.
2. The property sought to be rezoned is owned by: CYPRESS INVESTMENT HOLDINGS LLC as evidenced by deed from Cypress Creek Development Company, LLC recorded in Book Instrument # 150004995, Page , Registry of Town of Smithfield (Isle of Wight Co.).
3. It is desired and requested that the foregoing property be rezoned +/-75.93 acres:
4. From: S-R To: S-R (modifying existing proffers)
5. It is proposed that the property will be put to the following use(s): The property will be developed as a single family community with 152 single family homes and +/-19 acres of open space. 91 of the proposed homes will be designated as age-restricted.
6. It is proposed that the following buildings will be constructed: 152 single family homes and a pool house. 84 units are permitted per the original proffers. 68 additional age restricted units are requested.
7. It is proposed that the following setbacks and off-street parking provisions will be made: Setbacks shall be in accordance with the S-R district regulations set forth within the Smithfield Zoning Ordinance. Parking will be in accordance with Article 8 of the Smithfield Zoning Ordinance.
8. Attached is a copy of the Vicinity Map.

ADDITIONAL INFORMATION

I (We) CYPRESS INVESTMENT HOLDINGS LLC have familiarized myself (ourselves) with the rules and regulations, which are required with respect to preparing and filling this application.

Applicants Signature: [Signature] Telephone # 619-7232

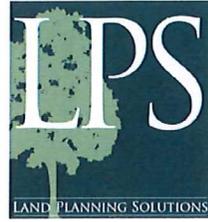
Printed Name: Timothy S. Colpepper Fax # 490-1200

Address: 150 W. Main Street Suite 1100
Norfolk, VA 23510

Owners Signature: [Signature] Telephone #

Printed Name: Timothy S. Colpepper Fax #

Address:



5857 Harbour View Boulevard, Suite 202
Suffolk, Virginia 23435
O. 757.935.9014 F. 757.935.9015
www.landplanningsolutions.com

July 21, 2017 September 28, 2017

William Saunders
Planning, Engineering & Public Works
310 Institute Street, P. O. Box 246,
Smithfield, VA 23431
(757) 365-4200

Cypress Creek Proffers (Redline revisions to original 7/14/1988 proffer statement)

- 1) ~~The proposed 24 townhouse units are withdrawn from Rezoning Application. All land, the subject of the application, is now requested to be rezoned to R-2.~~
- 2) The total number of housing units will not be more than 450 518, with lots sizes averaging more than 0.6 acres (with the exception of phase VI) The additional 68 lots being requested within Phase VI, shall be for sale, single family age restricted homes. A total of 152 lots shall be built within Phase VI, 91 of which will be age restricted.
- 3) The development will include an 18 hole golf course with clubhouse and recreational amenities.
 - a) The golf course will buffer the majority of the development from the surrounding community and where necessary berms will buffer the balance.
 - b) The course will be located largely on open farmland.
 - c) Water runoff will be collected in lakes and ponds insofar as practical to water the course and protect Cypress Creek.
- 4) The restrictive covenants will include provisions to protect the woodlands and the wetlands including the following:
 - a) Homesite tree removal will be controlled by an ~~environmental~~ architectural review board.
 - b) The wetlands will be protected by an easement bordering all shorelines, which will be controlled by the ~~environmental~~ architectural review board.
 - c) Boats speeds will be strictly controlled by the Homeowners Association.
- 5) ~~The proposed 40 to 50 boat slips will be located in one, or possible two common areas.~~
- 6) Trash will be collected by a private contractor.
- 7) The rezoning is conditional and contingent upon gaining a suitable north/south access to Route 10 bypass from the Virginia Department of Transportation. This access would guard against added traffic on Route 655. It would not provide direct access to Smithfield via Jericho Road unless requested by the Town and approved by the State. If the approval for the Route 10 access is not obtained by July 1, 1991, the Cypress Creek rezoning will be considered null and void.

- 8) Public sewer service furnished by connection to municipal sewer disposal system of the Town of Smithfield; public water service to be furnished, as determined by the County of Isle of Wight, from either the municipal water system of the Town of Smithfield or the County of Isle of Wight.
- 9) The proffered conditions will be completed as quickly as possible ~~but not later than the projected 10-year build-out of the project.~~
- 10) Design Guidelines for Cypress Creek Phase VI shall be submitted with this application and shall be applicable to the construction of all dwelling units in Cypress Creek Phase VI. Guidelines shall be enforced by the existing Home Owners Association throughout the development of Phase VI.
- 11) The side yard building line for the Cottage Homes, as described in the Design Guidelines for Cypress Creek Phase VI, shall be a minimum of 6' on one side boundary line and 18' on the opposite side boundary line. The side yard building line for the Manor Homes, as described in the Design Guidelines for Cypress Creek Phase VI, shall be a minimum of 10' on one side boundary line and 18' on the opposite side boundary line. All other building line setbacks shall be in accordance with the Smithfield Town Ordinance as of the date of this proffer statement.
- 12) A pool and fitness facility, as outlined on the Conceptual Plan for Cypress Creek Phase VI dated August 17, 2017, shall be constructed by the Developer and conveyed to the Cypress Creek Owners Association no sooner than the issuance of the fifty-second (52nd) certificate of occupancy for a dwelling unit in Phase VI, and no later than the issuance of the fifty-fifth (55th) certificate of occupancy for a dwelling unit in Phase VI. The open space parks and corresponding walking paths, as outlined on the Conceptual Plan for Cypress Creek Phase VI dated August 17, 2017, shall be constructed by the Developer and conveyed to the Cypress Creek Owners Association no sooner than the issuance of the one hundred fifth (105th) certificate of occupancy for a dwelling unit in Phase VI, and no later than the issuance of the one hundred eighth (108th) certificate of occupancy for a dwelling unit in Phase VI.

MEMORANDUM

To: Melissa Venable
Land Planning Solutions

From: Karen McPherson, PE
McPherson Consulting



Date: November 29, 2016

Subject: Cypress Creek VI Traffic Memorandum

The Cypress Creek development located in the Town of Smithfield along Fairway Drive in the vicinity of the State Route 10 Bypass as shown in **Figure 1**. The entire development was approved with a single access point along Fairway Drive. This traffic analysis is being prepared for Cypress Creek Phase VI, which will have an internal street connection to Cypress Creek Parkway. This final phase of development will consist of 62 single family units and 92 age restricted units.

McPherson Consulting, LLC (MC) was retained to perform a traffic analysis for the proposed development. This technical memorandum has been prepared for submittal to the Town of Smithfield to evaluate the proposed land uses as compared to the by-right zoning and identify development impacts, if any, on the local street network.



The entire development was previously approved with one external access point at the intersection of Cypress Creek Parkway and Fairway Drive. Given the location of this final phase of development, one internal connection is proposed to Cypress Creek Parkway at the intersection with St. Andrews.

Traffic generated by the proposed development was determined using trip generation methodology contained in the *Institute of Transportation Engineers (ITE) Trip Generation Manual, 9th Edition, 2012*. The Phase VI development proposes to change the current land use from 85 single family homes to 62 single family homes and 92 age restricted homes. **Tables 1** and **2** show the current land use and proposed land use trip generation, respectfully.

Table 1: Current Trip Generation

Land Use (code)	Units	AM Peak Hour		PM Peak Hour		Daily	
		In	Out	In	Out	In	Out
Single Family (210)	85	16	48	54	31	405	404
Total		64		85		809	

Table 1 indicates that the current development will result in 64 and 85 trips during the AM and PM peak hours respectively, and 809 trips daily.

Table 2: Proposed Trip Generation

Land Use (code)	Units	AM Peak Hour		PM Peak Hour		Daily	
		In	Out	In	Out	In	Out
Single Family (210)	62	12	35	39	23	295	295
Senior Adult Housing (252)	92	6	12	12	11	158	158
Total		65		85		906	

Table 2 indicates that the proposed land use change would result in an increase of one trip during the AM peak hour, from 64 trips to 65 trips, and there will be no change in the total number of trips, 85, during the PM peak hour. Daily trips are estimated to increase by 97 trips, from 809 to 906 trips over the course of the day but are anticipated to occur during non-peak periods.

After a review of the current and proposed development, and potential trip generation, the proposed land use change will have no impact to the roadway during traditional commuting times, and will minimally increase the traffic volume during the off peak hours. The existing laneage will adequately accommodate the proposed development traffic and no additional improvements are required.

Cypress Creek – Phase VI

Design Guidelines



Prepared By
Land Planning Solutions
5857 Harbour View Boulevard
Suite 202
Suffolk, VA 23435

September 629, 2017
Town of Smithfield
Virginia

DESIGN STANDARDS AND REVIEW

All construction and development within **Cypress Creek Phase VI**, shall be governed by strict adherence to these design standards to ensure consistency and compatibility of materials, elevations, architectural style, yard improvements and overall appearance. All construction documents will be reviewed by the Architectural Review Board (the "ARB") appointed by Cypress Investment Holdings, LLC, or its assigns (the "Developer") for consistency with these design standards and detailed architectural regulations. Design review shall be performed to assure compliance with the design standards and detailed architectural regulations of **Cypress Creek Phase VI**, generally as follows:

THE DESIGN STANDARDS:

- A. Purpose: The builder/owner agrees to the following design standards. The purposes and the general objectives of the design standards of **Cypress Creek Phase VI** are as follows:

The primary purpose of the design standards is to promote the development of appealing architectural designs in **Cypress Creek Phase VI**. These design standards will ensure that the development of structures in **Cypress Creek Phase VI** are unobtrusive in form, location, and color and complement their natural setting and the surrounding community of Cypress Creek.

The design standards and detailed architectural regulations will ensure that individual homes in the residential land use areas complement each other. Each building shall be treated not as an individual architectural entity, but as a carefully planned addition to the natural setting in which it is placed. Consequently, architectural enhancements and solutions may vary according to immediate surroundings.

- B. Architectural Review Board: The ARB shall consist of three (3) persons and shall include a member of the Cypress Creek Owners Association (the "CCOA") and two others appointed by the Developer until 100% of the developable lots within **Cypress Creek Phase VI** have been developed and conveyed to owners other than the Developer, or any builder. Anything falling under the authority of the ARB herein shall be deemed to fall under the authority of the Developer until such time as the Developer assigns such functions to the architectural review board established by the CCOA (the "Lot Owners ARB"). After the initial construction and occupancy of the home, all subsequent improvements to the exterior of the home or lot shall be governed by the Lot Owners ARB.

- C. Design Review Required.

1. Initial Construction of Improvements. The ARB shall approve the initial construction of all homes within Phase VI of Cypress Creek. Before commencing the construction, erection, or installation of any building, walk, driveway, fence, swimming pool, deck, animal pen, or shelter, exterior lighting, sign, mailbox or mailbox support or other structure, land disturbance, landscaping or paving (each an "Improvement") on any lot

within Phase VI of Cypress Creek (individually a “Lot”, collectively the “Lots”), including site work in preparation therefore, ~~and before commencing any alteration, enlargement, demolition or removal of an Improvement or any portion thereof in a manner that alters the exterior appearance of the Improvement or the Lot on which it is situated,~~ each builder/owner shall submit to the ARB a completed application on the form provided by the ARB. No Improvement shall be constructed, erected, installed, or maintained on any Lot, nor shall any Improvement be altered, enlarged, demolished, or removed in a manner that alters the exterior appearance of the Improvement or of the Lot on which it is situated, unless the proposed ~~construction-Improvement~~ has been approved by the ARB, ~~or if the Improvement is contemplated after the initial construction and occupancy of the home on a Lot, then the Lot Owners ARB shall have authority for review and approval.~~ Any exceptions from these design standards shall be approved by both the ARB and the Lot Owners ARB. ~~Approval of exceptions to these design standards shall not be unreasonably withheld, conditioned or delayed.~~

2. Future Improvements and Modifications. Improvements contemplated after the initial construction and occupancy of any home on a Lot shall require approval of the Lot Owners ARB. Before commencing on any Improvement, or any alteration, enlargement, demolition or removal of an Improvement or any portion thereof in a manner that alters the exterior appearance of the Improvement or the Lot on which it is situated, including but not limited to the addition or modification of any previously approved landscape beds and/or landscape material, the homeowner shall submit to the Lot Owners ARB a completed application on the form provided by the Lot Owners ARB. No Improvement shall be constructed, erected, installed, or maintained on any Lot, nor shall any Improvement be altered, enlarged, demolished, or removed in a manner that alters the exterior appearance of the Improvement or of the Lot on which it is situated, unless the proposed Improvement has been approved by the Lot Owners ARB.

4.3. Approval of Exceptions: The ARB shall obtain the Lot Owners ARB approval prior to granting any exceptions to these design guidelines. If the ARB requests the Lot Owners ARB approval of an exception to these design guidelines, then the Lot Owners ARB shall use good faith efforts to review and take decisive action on such request within ten (10) business days. The Lot Owners ARB approval of any exception or deviation to these design standards shall not be unreasonably withheld, conditioned or delayed.

D. Detailed Architectural Regulations: The ARB shall review such plans for consistency with these design standards. The ARB shall promulgate additional regulations (“Detailed Architectural Regulations”) for application by the ARB as reasonably necessary to ensure conformance with the standards which appear following this paragraph. Prior to the recordation of any subdivision plat, these Detailed Architectural Regulations shall be reviewed and approved by the Developer, or designee to ensure consistency with these criteria.

1. Construction Standards:

- a. These regulations will address construction standards, structure location and site landscaping for individual lots.
- b. The construction standards shall encourage a blend of exterior materials; however, in no event shall a home have a masonry façade on the front and non-masonry façade on the sides and rear. Each exterior face of the home shall receive the same architectural treatment, including but not limited to exterior materials.
- c. Lots which are adjacent to Cypress Creek are subject to a 100' resource protection area (the "RPA"). Construction of Improvements within the RPA is not permitted; therefore, consideration should be given during the initial construction and site planning process to provide an area outside of the RPA for any future Improvements (e.g. pools, detached garages and patios) so that such Improvements can be situated outside of the RPA.
- d. Piers and gazebos shall be permitted, with regulatory approvals, on Manor Homes only.

2. Square Footage:

- a. "Cottage Homes" – Cottage Homes shall be constructed on the Cottage Lots, which are more specifically identified as lots numbered 62 – 152 on the Lot Designation Exhibit attached hereto. All Cottage Homes shall have a minimum square footage of heated living space of 1,700 square feet. Total square footage of living area will be calculated on floor space, measured to the exterior walls, excluding decks, porches, unheated storage areas, and unfinished rooms over the garage. Cottage Homes shall have the primary living functions, including but not limited to the master bed room, located on the first floor of the home.
- b. "Manor Homes" – Manor Homes shall be constructed on the Manor Lots, which are more specifically identified as lots numbered 1 – 61 on the Lot Designation Exhibit attached hereto. All Manor Homes may be one or two stories and shall have a minimum square footage of heated living space of 2,400 square feet for single story homes and 2,800 square feet for two story homes. Total square footage of living area will be calculated on floor space, measured to the exterior walls, excluding decks, porches, unheated storage areas, and unfinished rooms over the garage.

3. Required Yard Setbacks and Lot Widths:

- a. Cottage Homes
 - i. Front yards – 25' minimum.

- ii. Side yards – 6’ minimum on one side; 18’ minimum on one side. Cottage Homes shall not be closer than 18’ to one another.
- iii. Rear yards – 25’ minimum.
- iv. Lot Width – 64’ minimum, measured at the front building line.
- b. Manor Homes
 - i. Front yards – 25’ minimum.
 - ii. Side yards – 10’ minimum on one side; 18’ minimum on one side. Manor Homes shall not be closer than 20’ to one another.
 - iii. Rear yards – 25’ minimum.
 - iv. Lot Width – 75’ minimum, measured at the front building line.
- c. Detached Garages
 - i. Front yards – must be set behind the rear corner of the house where detached garage is located.
 - ii. Side yards – 6’ minimum on Cottage Homes and 10’ minimum on Manor Homes.
 - iii. Rear yards – 25’ minimum.

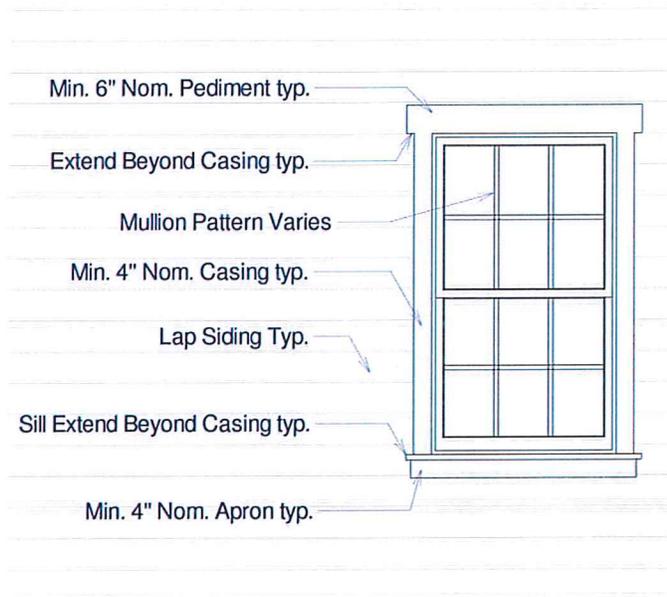
4. Floor Elevations:

- a. No occupied floor elevation, and no internal mechanical system or equipment, shall be less than 8 feet above project datum, which shall be the North American Vertical Datum of 1988 (NAVD ’88). No garage floor shall be placed less than 7.5 feet above project datum.
- b. Interior ceiling heights shall be no less than 9’ on main floors.

5. Exterior: Architectural motif and exterior elevations are to be aesthetically pleasing in appearance and generally compatible in terms of the overall structure and its relationship to other structures based on location, size and quality within the development. The selection of materials shall be harmonious with the architectural motif of each dwelling unit and community as a whole. Homes with the same exterior elevations and color schemes will be permitted on a frequency of only every fourth Lot. Preferred exterior finish materials are fiber-cement siding (also known as Hardie Plank), brick, stone, stucco (heavy textures are discouraged and Exterior Insulated Façade Systems, or EIFS will not be allowed), wood, and machine cut cedar shake shingles, or equivalent. There shall be no vinyl or aluminum horizontal lap siding permitted. Maintenance free soffit and fascia treatments will be permitted. Exterior color selections should be consistent with the overall architectural theme of the community. Coastal or pastel color palettes will be prohibited. There shall be a minimum 4” width corner board, window trim and door trim on all windows and doors. The window detail shall include a distinguishable top pediment. Windows must

either be vinyl or wood clad type, ~~Aluminum~~ Aluminum or metal windows shall not be permitted.

Simple Window Detail

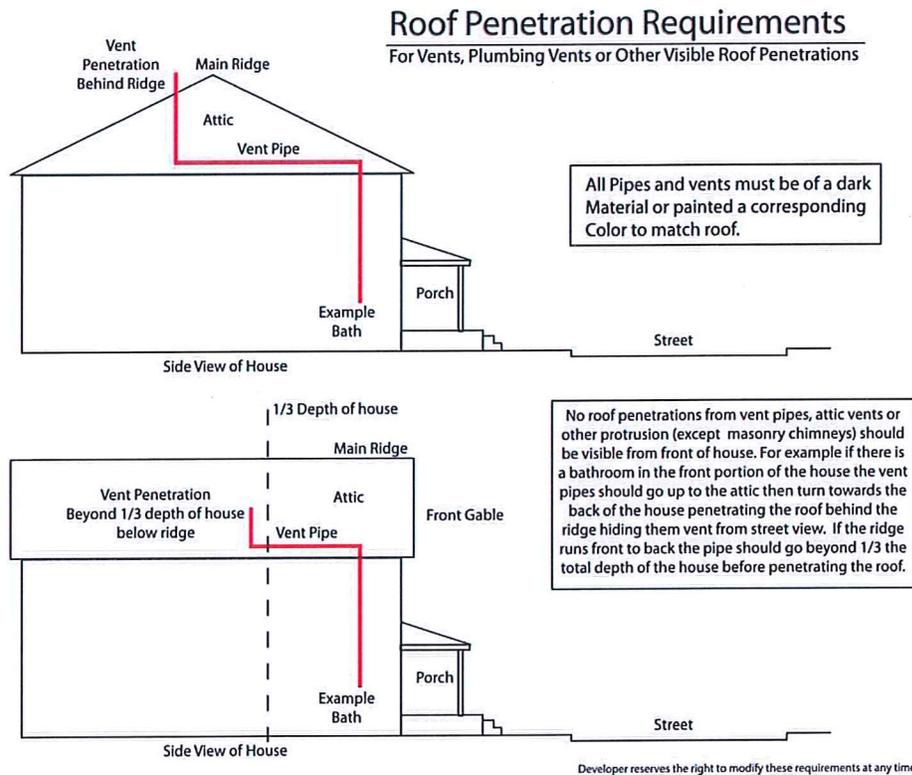


Chimney elements, if present, shall be from grade with same skirt treatment as house. Direct vent chimney boxes are permitted provided that the vent is painted black and the box is constructed using the same materials and design as the primary structure. Porches shall be a minimum of 6' deep, as measured from the front face of the porch. Side and rear porches may be screened provided that the fasteners are concealed and all other components are covered with decorative finish trim cap, board, and or molding consistent with the finish detail of the porch. The architectural treatments, i.e. railings, columns, posts, etc. shall be consistent on both the front, side and rear porches. There shall be a 6" minimum column width with appropriate base and capitol detailing. All exposed joists or rafters shall be painted or stained and all decking for porches and steps should be Trex, or equivalent, or other sustainable wood product. Exposed, pressure treated decks and steps shall not be permitted. All walkways from steps to public right of ways shall be a minimum of 3' in width and shall be either exposed concrete aggregate or brick pavers, or a combination of both. Roofing materials shall be darker in color than the exterior wall colors. Roof lines shall be varied in nature and overhangs shall be in balance with both the size of the roof and volume of the structure. There shall be a minimum overhang of 12". Exterior materials shall reflect harmony with both the environment and other structures in the neighborhood. Elevation quality, character, material and content should be continued on all sides. Composition sheet siding, unfinished wood, exposed concrete or cinder block are unacceptable exterior materials.

6. **Roofing**: Roof appearance is critical to the overall appearance of a home. The pitch of the main structure's roof shall be no less than six (6) feet in twelve (12) feet. Pitches for porches, breezeways and other secondary structures could be

less. Roof materials may be of any type that is consistent with the architecture of the home. Any architectural grade product with a weight of 250 pounds per “square” (100 square feet) or greater will be acceptable, with a minimum 25-year warranty. A sample of composition shingles must be submitted with the plan application for approval by the ARB. Standing seam, pre-finished metal roofs, painted galvanized metal roofs, composite slate and composite cedar roofs may be approved by the ARB. Standing seam metal roofs will be required on porches, pigeon walks and roof returns where appropriate.

7. Exterior Appurtenances: Exposed roof vent stacks shall be located for minimum visibility, which generally means located on the rear portion of the roof behind the main roof ridge as outlined below. All roof vents shall be either painted black or another color matching the roof. The chimneys, if present, shall match the character of the house. Solid or veneer brick or stone masonry construction is acceptable.



No antenna or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any property within **Cypress Creek Phase VI**, whether attached to a building or structure or otherwise with exception of one-meter diameter or smaller satellite dish, the placement of which will require approval.

8. Railings and Foundations: All houses shall be built on a crawl space or raised/elevated slab; basements shall be permitted where Lot conditions allow. All raised, or elevated slab foundations shall maintain a minimum of 18” of exposed foundation skirt. Slab on grade foundations shall be prohibited. Conditioned crawl spaces shall be permitted provided any associated mechanical equipment is screened in accordance with paragraph 11. of these design guidelines. Railing designs will be considered according to safety and coordination with overall design. Detailed drawings for decks, railings, and porches must be submitted with plans.
9. Accessory Buildings and Structures: Any accessory building or structure (including mailbox) must be compatible with the style, materials and color of the primary structure. Accessory buildings must adhere to the building setbacks defined for the main building. Accessory buildings shall be constructed on permanent foundations and shall be situated behind the rear corners of the home.
10. Driveways: Driveways shall be planned to cover a minimum area of the lot. All driveways must be exposed concrete aggregate. Each home shall have at least two (2) off-street parking spaces. Driveways on adjacent Lots shall be at least 6’ from one another with the area between driveways consisting of sod or approved landscaping. Abutting or contiguous driveways will not be permitted.
11. Landscaping: The site shall remain as natural as possible with a minimum area cleared of trees for the proposed structure(s) and driveway. Outside of the construction area, any trees shall remain undisturbed, unless the homeowner or builder plans to extensively landscape the entire lot. Detailed landscaping plans shall be submitted with the building plans at the time of architectural review. If clearing is approved, stabilization of disturbed areas must be completed within 30 days of issuance of a building permit. Prior to stabilization of disturbed areas, the homeowner or builder shall be responsible for minimizing erosion or sedimentation caused by the land-disturbing activity, in accordance with all municipalities and regulatory agencies having jurisdiction. In areas designated as “Wetlands” absolutely no filling or other regulated land-disturbing activity will be allowed without a permit from the U.S. Army Corps of Engineers, the Virginia Department of Environmental Quality and other regulatory agencies having jurisdiction. Landscaping requirements in **Cypress Creek Phase VI** require continuous foundation planting on any side of the dwelling that faces a street. This planting may be broken only by walks and driveways. Further, it is required that the foundation planting make a "return" on the side perpendicular to any street for a distance not less than six (6) feet. All beds must be mulched with an approved material. Sod is required in all yards on Cottage Homes and all sod on Cottage Homes shall be the same type on each Lot. Sod is required up to the rear corners of Manor Homes. Utilities, HVAC units, and trash receptacles shall be screened from view with appropriately sized evergreen plantings or approved fencing. Additional landscaping and/or screening may be required as determined by the ARB on Lots which are adjacent to “Open Space” or a “Landscape Buffer”.

Canopy cover will be provided on each lot as required by the Smithfield Zoning Ordinance. All trees planted on the Lots shall be a minimum of a 2” caliper, as measured 4’ from the finished grade, and only native species shall be permitted.

12. Lighting: No exterior lighting shall encroach across property lines to the detriment of the surrounding property owner. The installation and display of holiday lighting may be further regulated by rules, regulations and guidelines promulgated by the CCOA.
13. Fencing: No fence higher than four feet will be allowed unless an exception is granted by the ARB. No chain-link or opaque fencing is allowed. Written permission from the ARB, or Lot Owners ARB as the case may be, is required for any fence. All other requirements in the Town of Smithfield Zoning Ordinance shall apply. Privacy panels shall be allowed to screen approved hot tubs, spas and outdoor living/seating areas with ARB, or Lot Owners ARB approval, as the case may be.



14. Signage: All traffic and other site signage will be ornamental and complimentary to the existing community. No exterior neon signs will be permitted. No exterior back lit signs will be permitted. Exterior building and pylon signage shall be lit by flood lights. Exterior building and pylon signage may be within public right of ways so long as such signage does not impair access. Notwithstanding the foregoing, no pylon signage shall be within 5 feet of any public street. Blade signs will be allowed. Each lot shall be allowed to install one (1) “For Sale” provided that the sign shall contain only one (1) “blade”. All other signage restrictions outlined in the Cypress Creek Rules and Regulations and the Town of Smithfield Zoning Ordinance shall apply.
15. Garages: Each home shall have a minimum of a two-car garage which shall be side or rear loaded and shall not face Cypress Creek Parkway. Exceptions may be submitted to the ARB and Lot Owners ARB for consideration. Detached garages may be front facing and shall be situated behind the rear corner of the home where the detached garage is located. Detached garages may have covered walks

connecting the detached garage to the house. All garage doors shall have windows and ornamental hardware.

16. Recreation Equipment: No recreational equipment, such as basketball goals, swings, trampolines and playground equipment will be permitted to be placed forward of the two rear corners of the main structure, or within twenty-five (25) feet of the back lot line of the property.
17. Swimming Pools, Hot Tubs & Spas: Above-ground pools are prohibited. An in-ground pool, hot tub and/or spa requires approval by the ARB, or the Lot Owners ARB as the case may be, and additional screening and/or landscaping may be required.
18. Mailboxes: Mailboxes must be the “Whitehall Deluxe Mailbox Package” in color green – Item no. WHMDLXSUP-GR on www.mailboxworks.com, or an equivalent hunter green mailbox as approved by the ARB. Mailboxes must be installed in accordance with the guidelines established by the United States Postal Service, Town of Smithfield branch.

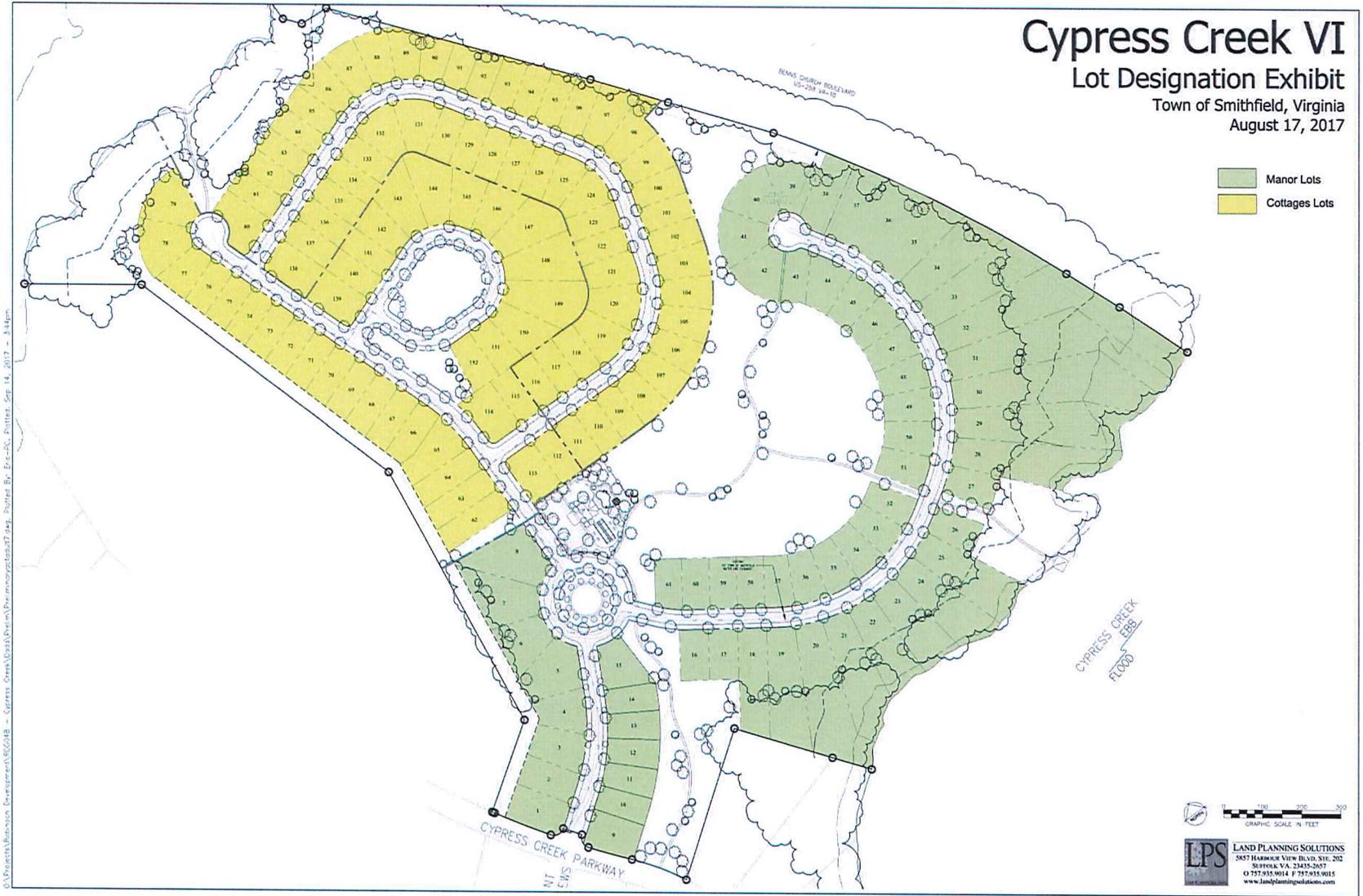


- E. Design Review Procedures: Within 60 days after its establishment, the ARB shall meet and promulgate procedures and standards for the submission, review, and approval of applications including, but not limited to (1) time constraints and fees for plan submittal, (2) the format and content of plans to be reviewed, included but not limited to the requirement for site maintenance bonds, (3) timing of reviews, and (4) information on how to communicate with the ~~ARC~~ ARB by telephone, fax, and/or e-mail).

ADOPTED by the Council of the Town of Smithfield, Virginia, the _____ day of _____, 2017

APPROVED:

ATTEST:



C:\Projects\Borough\Development\REG\248 - Cypress Creek\Drawings\Development\248 - Cypress Creek - Plan - 11.dwg, Plotter: Sep 14, 2017 - 3:14pm

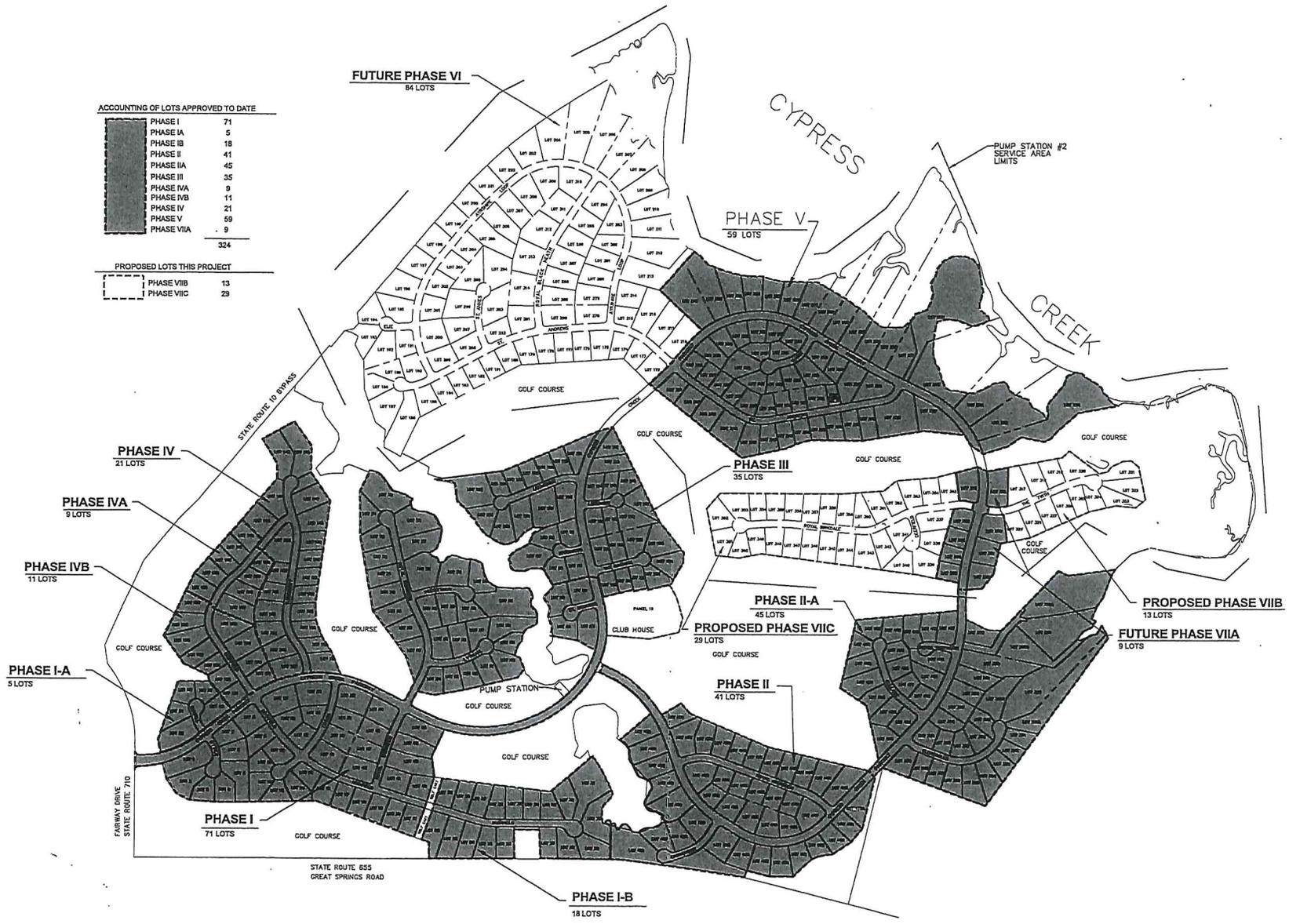
INTENTIONALLY LEFT BLANK

ACCOUNTING OF LOTS APPROVED TO DATE

PHASE I	71
PHASE IA	5
PHASE IB	18
PHASE II	41
PHASE IIA	45
PHASE III	35
PHASE IVA	9
PHASE IVB	11
PHASE IV	21
PHASE V	59
PHASE VIA	9
TOTAL	324

PROPOSED LOTS THIS PROJECT

PHASE VIIB	13
PHASE VIIC	29



AFFIDAVIT

COPY

The undersigned, Todd Kuhl authorized person for Cypress Investment Holdings, LLC, the applicant/owner in the proposed rezoning for the development of the property known as Cypress Creek Phase VI, Smithfield, Virginia, after being duly sworn, states under oath pursuant to Article IV, Paragraph B2 of the zoning ordinance for the Town of Smithfield, Virginia, that no member of the planning commission nor the Town Council of the Town of Smithfield, Virginia has any interest in the land to be rezoned either individually, by ownership of stock in corporation owning such land, partnership, as the beneficiary of a Trust for the settler of an Irrevocable Trust nor does any member of their immediate household have any such interest in the outcome of the decision of this rezoning.

BY: Cypress Investment Holdings, LLC, a
Delaware limited liability company
BY: Limehouse Street, LLC, Its Sole Member
BY: Wharf Street, LLC, Its Majority Member

BY: Todd Kuhl
Todd Kuhl, Authorized Person

STATE OF VIRGINIA

COUNTY OF Charleston, to-wit:

The foregoing instrument was acknowledged before me this 23rd day of April, 2017, by Todd Kuhl, Authorized Person of Wharf Street LLC, a Delaware Limited Liability Company, as Majority Member of Limehouse Street LLC, a Delaware limited liability company, as Sole Member of Cypress Investment Holdings LLC, a Delaware limited liability company, on behalf of the company.

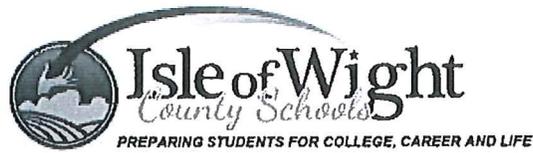
A. Boyle
Notary Public

My Commission Expires: 7/9/2020

Notary Registration Number: _____

(SEAL)

A. BOYLE
Notary Public, State of South Carolina
My Commission Expires 7/9/2020



September 8, 2017

William G. Saunders, IV, AICP, CZA
 Planning and Zoning Administrator
 Town of Smithfield, VA
 Office (757) 365-4266
 Fax (757) 357-9933
 wsaunders@smithfieldva.gov

RE: Fiscal Impact of Proposed Cypress Creek Expansion on Isle of Wight County Schools

Dear Mr. Saunders:

The proposed amendments to the Phase IV build-out of the Cypress Creek Subdivision will impact several schools in the division. I could not find any projections in the owner's documentation that addressed number of families and school-age children. To determine the impact of the additional housing on Isle of Wight County Schools, I looked at the current number of students in Cypress Creek who are enrolled in the division. I also used a conservative approach for enrollment projections of .5 children per household. From my calculations, 84 single family homes have pre-existing approval for construction with a request to approve 68 additional units. Based on those figures, we would anticipate 42 additional students from the 84 homes, with another 34 students from the additional units.

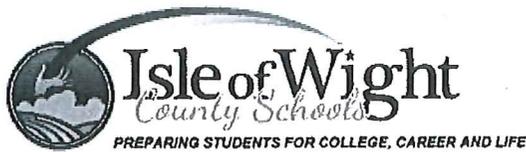
There are four schools that serve the Cypress Creek neighborhood. Based on distribution of students between these four schools, the potential increase on enrollment for each is shown below:

	Hardy Elementary (K-3)	Westside Elementary (4-6)	Smithfield Middle (7-8)	Smithfield High (9-12)	Total
84 Homes	6	11	8	17	42
68 Homes	5	9	6	14	34
Totals	11	20	14	31	76

I will address the impact I have identified on the four schools that are zoned for Cypress Creek. A summary table of expenses is included after the narratives.

As a Kindergarten through Third grade school, Hardy Elementary School (HES) cannot exceed 20-24 students in a classroom. Depending on the grade level of the additional students, it is not unrealistic to anticipate the addition of at least one

Office of the Superintendent – Dr. James Thornton



classroom teacher, which would add \$70,000 in operational costs for that individual's salary and benefits. This would be a recurring cost that would increase annually.

Westside Elementary School (WSES) would be faced with a similar situation for staffing. Unlike Hardy, Westside is at program capacity for the majority of classrooms. Adding twenty students at WSES would require at least two teaching positions and the need for two additional classrooms. There is no space to add a classroom at WSES. We would need to invest in portable classrooms (trailers) to accommodate the addition of a grade-level classroom. Trailers range in price from \$50,000-\$200,000, depending on the square footage required. I will use \$100,000 as an approximate cost, which is on the lower end of the price range. The trailer would need to be equipped with water, electricity, a bathroom and furniture, in addition to the instructional materials and supplies for the teacher and student. All of these items are variable costs which I am not including in the figures below.

An additional fourteen students at Smithfield Middle School would create a need for two additional teachers at the school. Fortunately, there is classroom space available and no portable units/trailers would be required.

Classes at SHS would be impacted similarly to SMS. The core subjects of English, Science, Math and Social Studies are approaching, and sometimes exceeding, thirty students per section. Some courses, such as those in Career and Technical Education, have an OSHA imposed cap of twenty students. Thirty-one additional students would, conservatively, generate the need for at least two more teachers at the high school.

In addition to staffing and space, there will be an impact on our student transportation department.

Three buses currently provided service to Cypress Creek:

- The Hardy Elementary 77 passenger capacity bus carries 56 students.
- The Westside Elementary 65 passenger capacity bus transports 37 students.
- The Smithfield High/Middle 77 passenger capacity bus carries 64 students.

The proposed expansion of Cypress Creek will require more seat space on buses to accommodate an increase in riders. Going forward, the only way to gain seat space will be to add at least one bus to provide service to Smithfield High/Middle School. The bus would cost \$107,100. There would be annual expenses associated with the operation of the bus.

Office of the Superintendent - Dr. James Thornton

820 W. Main Street | Smithfield, VA 23430 | www.iwcs.k12.va.us



	Teachers (\$70,000 each)		Trailers (\$100,000)		Buses 1 @ \$107,100		Total	
HES	1	\$70,000	---	0	---	0		\$70,000
WSES	2	\$140,000	2	\$200,000	---	0	---	\$340,000
SMS	2	\$140,000	---	0	---	0	---	\$140,000
SHS	2	\$140,000	---	0	1	\$107,100		\$247,100
Totals	7	\$490,000	2	\$200,000	1	\$107,100		\$797,100

There are recurring costs associated with each column that are not factored into the total: Teacher (salary, benefits); Trailer (electricity, water, maintenance); Bus (fuel, maintenance).

Conservatively, the proposed growth in Cypress Creek will have an impact of almost \$800,000 on Isle of Wight County Schools. To continue with the same level of services to students, IWCS will require additional funding to address the demands that will be placed on the division's operational and capital budgets.

Sincerely,

Jim Thornton, Ed. D.
Superintendent

cc:

Office of the Superintendent – Dr. James Thornton

820 W. Main Street | Smithfield, VA 23430 | www.iwcs.k12.va.us

NOTICE OF PUBLIC HEARING
TOWN COUNCIL OF THE TOWN OF SMITHFIELD
AMENDMENT TO PROFFERED CONDITIONS

Notice is hereby given pursuant to Sections 15.2-2204 of the Code of Virginia, (1950), as amended, that the Town Council of the Town of Smithfield, Virginia will hold a public hearing at the regular meeting of the Town Council in the council chambers in The Smithfield Center, 220 N. Church Street, meeting room A, Smithfield, Virginia, on Tuesday, November 7, 2017 at 7:30 p.m. to consider the application of Cypress Investment Holdings, LLC, owner, for an amendment to the current zoning ordinance to amend the proffered conditions attendant to the original approved change in zoning classification of certain property now zoned (S-R), Suburban Residential (Conditional).

The proposed changes in the proffered conditions will provide for:

1. Removal of 24 townhomes.
2. Increase of the maximum number of units from 450 to 518 (68 additional units).
3. Inclusion of 91 age-restricted units.
4. Replacement of references to 'environmental' with 'architectural' review board.
5. Removal of 40-50 boat slips.
6. Removal of the build-out timeframe.
7. Inclusion of the Design Guidelines for the proposed Phase VI.
8. Setback requirements in Phase VI that exceed the minimums in the town ordinance.
9. Assurances as to the timeframe of the provision of planned amenities in Phase VI.

The property which is the subject of this application is all of the Cypress Creek Subdivision within the Town of Smithfield, being that area bounded by the Route 10 Bypass, Fairway Drive, Great Springs Road, the Town of Smithfield Boundary and Cypress Creek. The parcels' current zoning designations are (S-R), Suburban Residential (Conditional).

Copies of the current Zoning Ordinance for the Town of Smithfield, Virginia, and all amendments thereto, along with copies of the proposed application for an amendment to the proffered conditions and the applicant's proposed amendments to the proffered conditions are on file and may be examined in the office of the Department of Planning, Engineering, & Public Works, 310 Institute Street, Smithfield, Virginia 23430.

Any person desiring to be heard in favor of, in opposition to, or to express his or her views with respect to the aforesaid application for a change in zoning classification may appear and be heard.

TOWN OF SMITHFIELD

By: Lesley G. King, Clerk

Publish: October 25 and November 1, 2017

**STAFF REPORT
TO THE TOWN COUNCIL**

SPECIAL USE PERMIT

November 7, 2017

Applicant/Owner Name & Address	Timothy S. Culpepper Cypress Investment Holdings, LLC 477 Viking Drive, Suite 405 Virginia Beach, VA 23452
Property Location & Description	Cypress Creek – Phase VI Parcel #22-01-004 (+/-75.93 acres)
Statistical Data (See Site Plan)	
Current Zoning	S-R, Suburban Residential (Conditional)
Proposed Zoning	S-R, Suburban Residential (Conditional)
Overlay District	N/A
Proposed Special Use	To use the cluster provision of the S-R zoning ordinance to develop Phase VI in substantial conformity with the Conceptual Plan dated March 6, 2017.
Surrounding Land Uses/Zoning	Adjacent parcels are zoned: S-R, Suburban Residential, C-C, Community Conservation, E-C, Environmental Conservation
Conformity with Comprehensive Plan	Current future land use plan shows the land as Suburban Residential

Overview

The applicant, the new owner of the undeveloped portions of the Cypress Creek Subdivision, proposes to change the design of the undeveloped Phase VI from the original master plan in accordance with Article 3.C and Article 6 of the Town of Smithfield Zoning Ordinance. As per Article 3.C, Section C, the cluster provision for residential developments in the S-R, Suburban Residential zoning district requires the granting of a Special Use Permit (SUP).

The cluster provision in S-R allows for a density bonus (4.5 units per acre rather than 3), smaller lot sizes, (8,000 sq. ft. rather than 12,000) and reduces setbacks, in return for the allotment of 20% of greenspace, rather than the standard 10%.

The proposed changes to the plan for Phase VI are expected to be in substantial conformity with the enclosed Conceptual Plan dated March 6, 2017; which includes 152 single-family, detached housing units, 91 of which are to be age-restricted, in addition to a fitness center and pool. The parcels of the age-restricted units will be maintained by the Homeowner’s Association (HOA), funded by a higher level of HOA fees for those units.

The Town of Smithfield Planning Commission, at their August 8, 2017 and September 12, 2017 meetings, tabled this item; at their October 10, 2017 meeting, it was recommended to Town Council for approval.

Outside Agency Comments

Isle of Wight Emergency Services stated that they “do not envision the proposed changes negatively impacting...fire ems service capability in the area.”

Isle of Wight Schools provided comments in regard to potential impacts related to this application. (Please find memo enclosed.)

Isle of Wight Planning and Zoning provided no comments.

Staff Comments

Town staff has deemed the application to be complete and the proposal seems to be within the parameters required by Article 3.C and Article 6 of the Town of Smithfield Zoning Ordinance.

As this is a Special Use Permit application, reasonable conditions may be recommended by the Planning Commission as deemed necessary to protect the public interest and welfare.

Typically, town ordinance requires a preliminary site plan to accompany a Special Use Permit application. Due to the fact that the utility plan, subdivision plat and individual site plans will all be reviewed and approved later in the process of the Phase VI subdivision design if the SUP is approved, town staff recommends that the conceptual plan dated August 17, 2017 be considered to satisfy the preliminary site plan requirement at this juncture.

Contact William Saunders at 365-4266 or wsaunders@smithfieldva.gov with any questions.



TOWN OF SMITHFIELD

310 Institute Street, P. O. Box 246 Smithfield, VA 23431
(757) 365-4200 Fax (757)357-9933

FILE COPY

APPLICATION FOR:

- Special Use Permit
- Variance
- Special Yard Exception
- Special Sign Exception
- Other

Applicant(s) Name: CYPRESS INVESTMENT HOLDINGS LLC

Address: 477 VIKING DR STE 405

City, State, Zip: VIRGINIA BEACH VA 23452

Phone Number(s): 757.282.1020

Property Owner(s) Name: (same as applicant)

Address: _____

City, State, Zip: _____

Phone Number(s): _____

Property Address: NA

Tax Map Number(s): 22-01-004

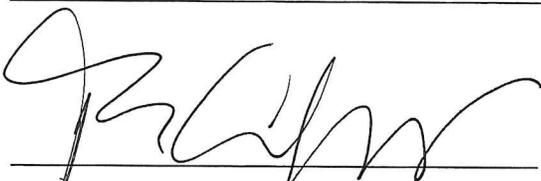
Property Description: Phase VI of Cypress Creek

Zoning: SR Acreage: +/-75.93 Application Fee: \$400

Legal Reference: _____ Deed Book#: _____ Page#: _____

ADJ G A BARLOW PLAT 2-39-4 THR 8 Instrument # 150004995

Proposed Use/Exception: Cluster Development in SR zoning district



 Applicant(s) Signature

6/29/17

 Date

 Applicant(s) Signature

 Date

Cypress Creek VI

Conceptual Plan

Town of Smithfield, Virginia

March 6, 2017

SITE DATA:

Tax Map #: 22-01-004
 Current Zoning: S-R
 Total Site Area: +/-75.93 a.c.
 Environmental Areas: +/-8.52 a.c.
 Net Area: +/-67.41 a.c.

Proposed Zoning: S-R (Cluster)
 Max. Density: 4.5 du/ac
 Min Lot Area: 8,000 s.f.
 Min Lot Width: 60' (90' corner)
 Min Lot Depth: 90'
 Max. Height: 35'

Setbacks:
 Front: 25'
 Side: 6'
 Rear: 25'

Open Space Req.:
 20% or 15.19 a.c.
 (25% of o.s. to be active)

Single Family Units Provided:
 61 & 91 age restricted lots
 Density: 2.25 du/ac

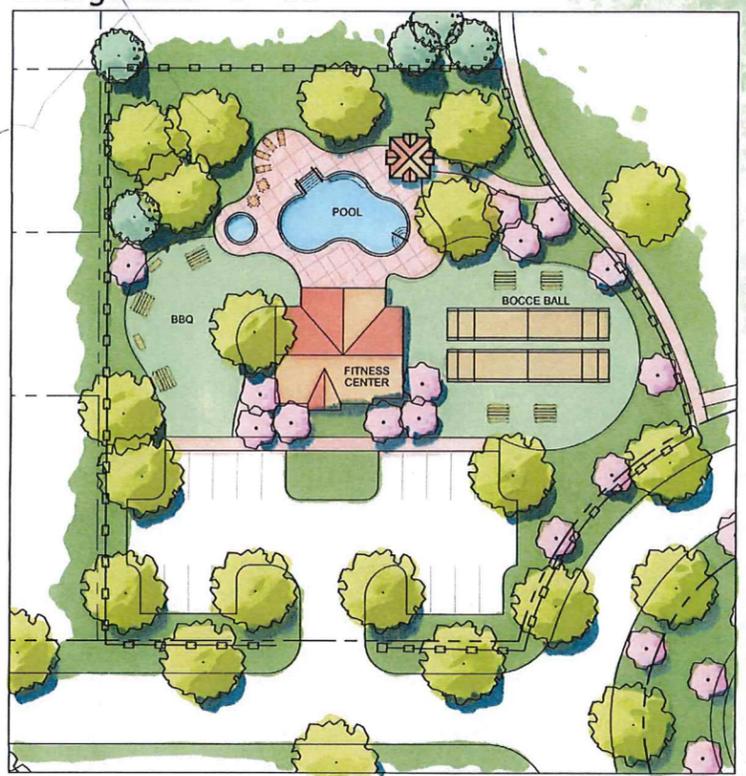
Open Space Provided:
 +/-19 acres

Phasing:
 Phase 1: 61 lots
 Phase 2: 37 lots
 Phase 3: 54 lots

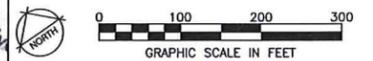
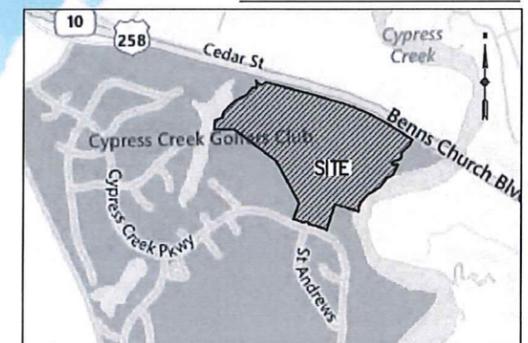


Fitness Center & Pool

Enlargement - 1"=30'



LOCATION MAP:



LAND PLANNING SOLUTIONS
 5857 HARBOUR VIEW BLVD, STE. 202
 SUFFOLK VA, 23435-2657
 O 757.935.9014 F 757.935.9015
 www.landplanningsolutions.com

O:\Projects\Robinson_Development\RDG048 - Cypress Creek\Code\Prelim\Preliminary\pca\adult6.dwg, Plotted By: ergalvin, Plotted: May 17, 2017 - 9:42:48am

Cypress Creek VI

Conceptual Plan

Town of Smithfield, Virginia

August 17, 2017

SITE DATA:

Tax Map #: 22-01-004
 Current Zoning: S-R
 Total Site Area: +/-75.93 a.c.
 Environmental Areas: +/-8.52 a.c.
 Net Area: +/-67.41 a.c.

Proposed Zoning: S-R (Cluster)
 Max. Density: 4.5 du/ac
 Min Lot Area: 8,000 s.f.
 Min Lot Width: 60' (90' corner)
 Min Lot Depth: 90'
 Max. Height: 35'

Setbacks:
 Front: 25'
 Side: 6'
 Rear: 25'

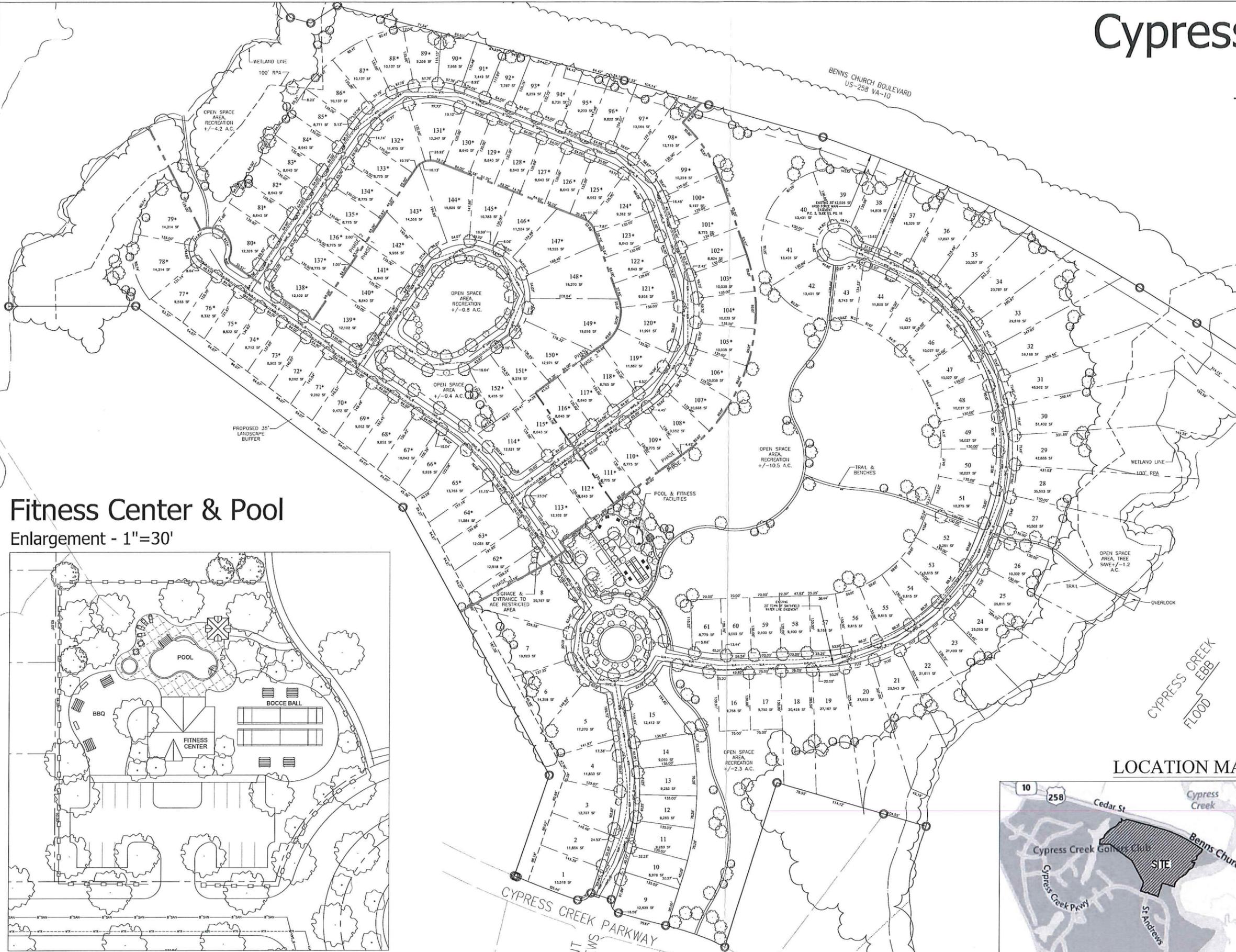
Open Space Req.:
 20% or 15.19 a.c.
 (25% of o.s. to be active)

Single Family Units Provided:
 61 Manor Lots
 91 Cottages Lots (age restricted,
 denoted by *)

Density: 2.25 du/ac

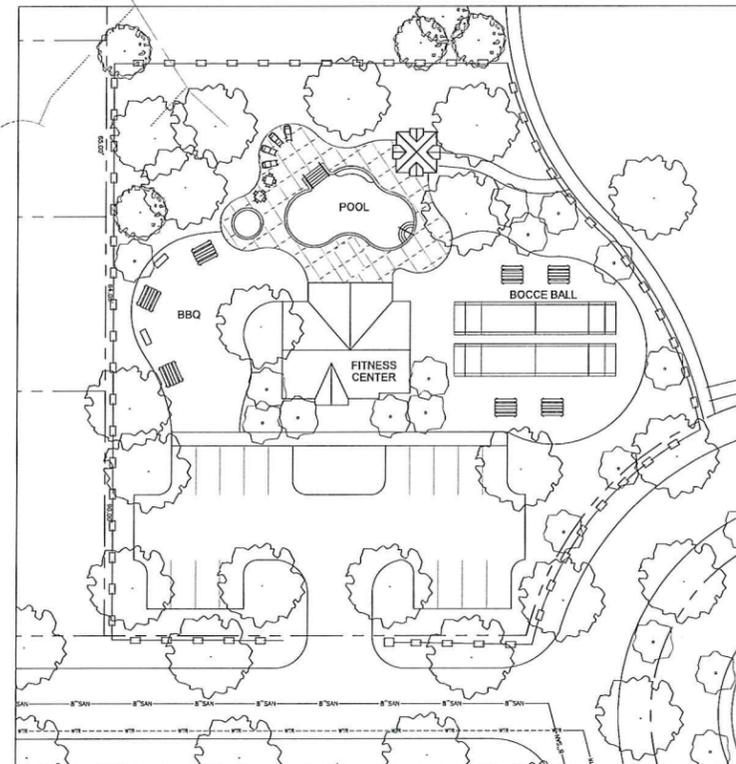
Open Space Provided:
 +/-19 acres (Min 15.19 a.c. req.)

Phasing:
 Phase 1: 37 lots
 Phase 2: 54 lots
 Phase 3: 61 lots

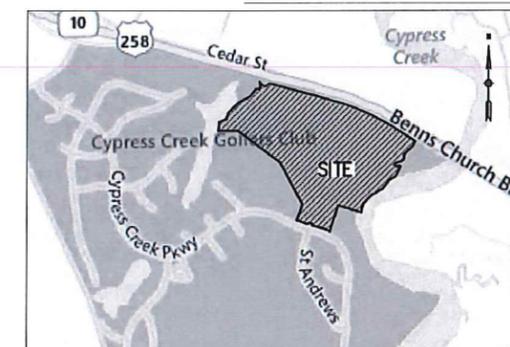


Fitness Center & Pool

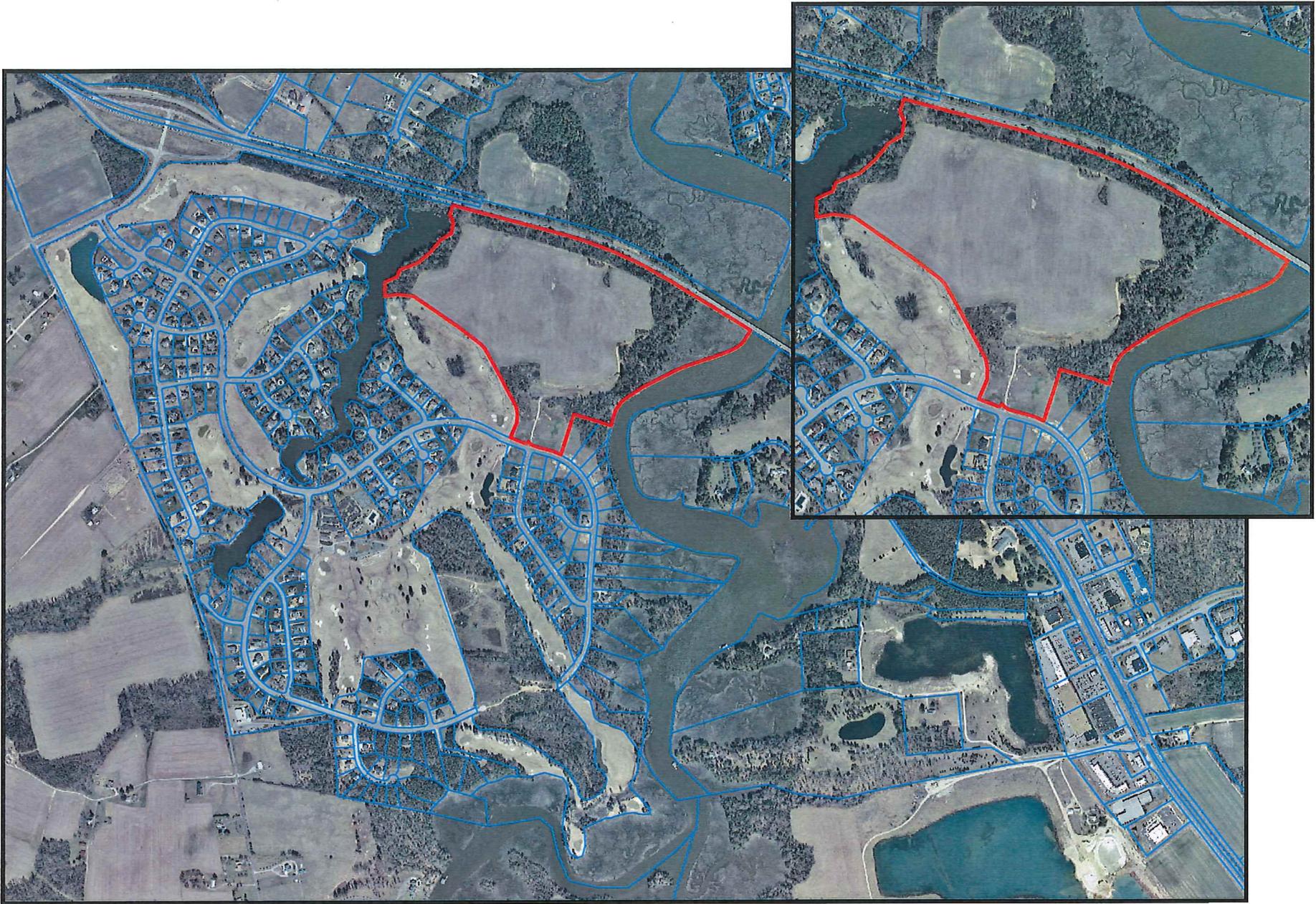
Enlargement - 1"=30'



LOCATION MAP:



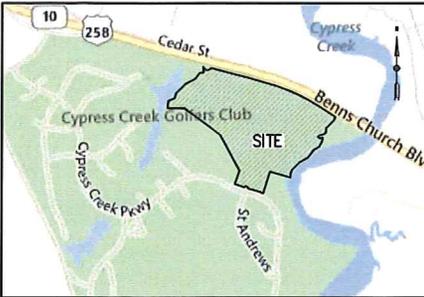
LAND PLANNING SOLUTIONS
 5857 HARBOUR VIEW BLVD. STE. 202
 SUFFOLK VA. 23435-2657
 O 757.935.9014 F 757.935.9015
 www.landplanningsolutions.com



Cypress Creek Subdivision - Phase VI Special Use Permit
Cluster Provision in Suburban Residential (S-R) Zoning District

Map Created by
William Saunders
July 2017





VICINITY MAP
SCALE:
1"=1500'

§ 28.2-1200. UNGRANTED BEDS OF BAYS, RIVERS, CREEKS AND SHORES OF THE SEA TO REMAIN IN COMMON.

ALL THE BEDS OF THE BAYS, RIVERS, CREEKS AND THE SHORES OF THE SEA WITHIN THE JURISDICTION OF THE COMMONWEALTH, NOT CONVEYED BY SPECIAL GRANT OR COMPACT ACCORDING TO LAW, SHALL REMAIN THE PROPERTY OF THE COMMONWEALTH AND MAY BE USED AS A COMMON BY ALL THE PEOPLE OF THE COMMONWEALTH FOR THE PURPOSE OF FISHING, FOWLING, HUNTING, AND TAKING AND CATCHING OYSTERS AND OTHER SHELLFISH. NO GRANT SHALL BE ISSUED BY THE LIBRARIAN OF VIRGINIA TO PASS ANY ESTATE OR INTEREST OF THE COMMONWEALTH IN ANY NATURAL OYSTER BED, ROCK, OR SHOAL, WHETHER OR NOT IT EBBS BARE.

§ 28.2-1202. RIGHTS OF OWNERS TO EXTEND TO MEAN LOW-WATER MARK.

A. SUBJECT TO THE PROVISIONS OF § 28.2-1200, THE LIMITS OR BOUNDS OF THE TRACTS OF LAND LYING ON THE BAYS, RIVERS, CREEKS, AND SHORES WITHIN THE JURISDICTION OF THE COMMONWEALTH, AND THE RIGHTS AND PRIVILEGES OF THE OWNERS OF SUCH LANDS, SHALL EXTEND TO THE MEAN LOW-WATER MARK BUT NO FARTHER, EXCEPT WHERE A CREEK OR RIVER, OR SOME PART THEREOF, IS COMPRISED WITHIN THE LIMITS OF A LAWFUL SURVEY.

B. FOR PURPOSES OF THIS SECTION, "LAWFUL SURVEY" MEANS THE BOUNDARIES OF ANY LAND, INCLUDING SUBMERGED LANDS, HELD UNDER A SPECIAL GRANT OR COMPACT AS REQUIRED BY § 28.2-1200, SUCH BOUNDARIES HAVING BEEN DETERMINED BY GENERALLY ACCEPTED SURVEYING METHODS AND EVIDENCED BY A PLAT OR MAP THEREOF RECORDED IN THE CIRCUIT COURT CLERK'S OFFICE OF THE COUNTY OR CITY IN WHICH THE LAND LIES.

C. NOTWITHSTANDING ANY PROVISION OF LAW TO THE CONTRARY, WHERE SAND OR OTHER MATERIAL IS PLACED UPON STATE-OWNED BEDS OF THE BAYS, RIVERS, CREEKS, OR SHORES OF THE SEA CHANNELWARD OF THE MEAN LOW-WATER MARK AS PART OF THE PERFORMANCE OF A PROPERLY PERMITTED BEACH NOURISHMENT, STORM PROTECTION, OR DREDGING PROJECT UNDERTAKEN BY A PUBLIC BODY, AND THE PUBLIC HAS AN ESTABLISHED RIGHT OF USE AND MAINTENANCE UPON THE ADJACENT LAND ABOVE THE MEAN LOW-WATER MARK, WHETHER SUCH PUBLIC RIGHT IS ESTABLISHED BEFORE OR AFTER THE SAND OR OTHER MATERIAL IS PLACED, SUCH PLACEMENT SHALL NOT BE DEEMED A SEVERANCE OR TAKING OF, OR OTHERWISE TO HAVE IMPAIRED, AN ADJACENT LANDOWNER'S RIPARIAN OR LITTORAL RIGHTS, AND THE NEWLY CREATED LAND CHANNELWARD OF THE FORMER MEAN LOW-WATER MARK SHALL BE DEEMED NATURAL ACCRETION FOR PURPOSES OF OWNERSHIP, BUT SUCH OWNERSHIP SHALL BE SUBJECT TO THE PUBLIC'S SAME RIGHT OF USE AND MAINTENANCE UPON THE NEWLY CREATED LAND AS PREVIOUSLY EXISTED ON THE ADJACENT LAND ABOVE THE MEAN LOW-WATER MARK. THIS SUBSECTION IS RETROACTIVELY EFFECTIVE BEGINNING JANUARY 1, 2009.

**BOUNDARY LINE SURVEY
PARCEL NO. 22-01-004
IN THE NAME OF
CYPRESS CREEK DEVELOPMENT
COMPANY, LLC.**

SMITHFIELD, VIRGINIA

DATE: 11/5/15

SHEET 1 OF 1

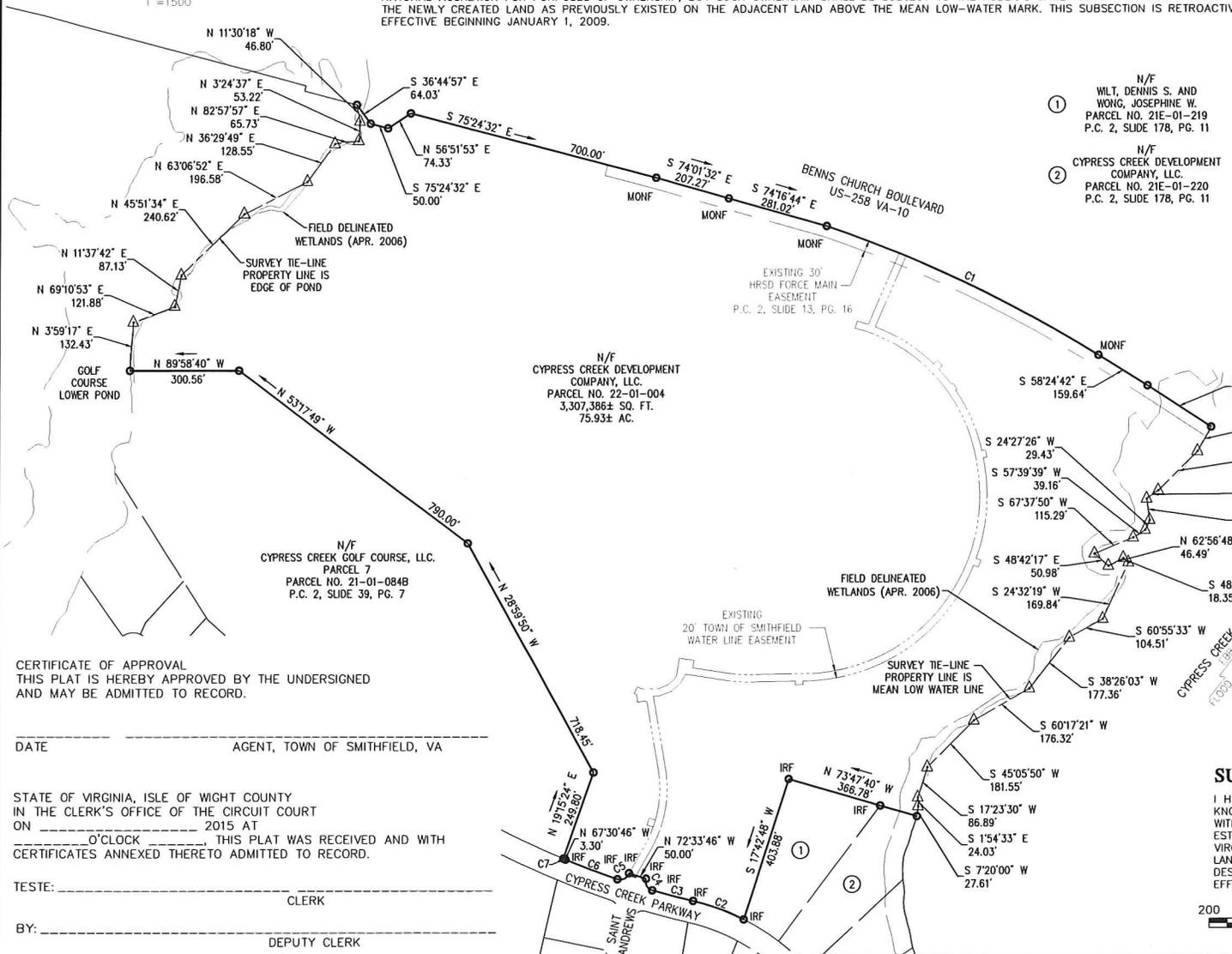
33792.00

DRAWN BY: CRO



Yanase Hangen Brustlin, Inc.
Transportation, Land Development, Environmental Services
351 McLeans Circle, Suite 3
Williamsburg, Virginia 23185-6316
(757) 220-0500 • FAX (757) 220-8544

CURVE DATA TABLE						
SEGMENT	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	831.15'	3749.72'	012°42'00"	417.29'	829.45'	S64°45'42"E
C2	148.74'	640.00'	013°18'57"	74.71'	148.40'	N69°56'55"W
C3	115.83'	2320.00'	002°51'38"	57.93'	115.82'	N75°13'47"W
C4	39.82'	25.00'	091°15'34"	25.56'	35.74'	N28°10'13"W
C6	39.81'	25.00'	091°14'14"	25.55'	35.74'	S63°04'41"W
C7	153.49'	2320.00'	003°47'26"	76.77'	153.46'	N69°24'29"W
C9	3.62'	2370.00'	000°05'15"	1.81'	3.62'	N67°28'08"W



GENERAL NOTES

1. THIS DOCUMENT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY NOT REFLECT ALL EASEMENTS OR ENCUMBRANCES AFFECTING THE SUBJECT PROPERTY.
2. THIS BOUNDARY LINE SURVEY IS BASED ON A FIELD SURVEY PERFORMED DURING OCTOBER 2005 (LOCATE RIGHT OF WAY MONUMENTS), AND AUGUST 2007 (IRF).
3. HORIZONTAL DATUM TIED TO COUNTY CONTROL.
4. THE PROPERTY LIES WITHIN A FEMA DESIGNATED FLOOD PLAIN (ZONE X ZONE X SHADED, AND ZONE AE(EL.B.5)) COMMUNITY PANEL 51093C0135D AND 51093C0155D, EFFECTIVE DATE, SEPTEMBER 4, 2002.
5. PROPERTIES SUBJECT TO CODE OF VIRGINIA SECTIONS 28.2-1200 AND 28.2-1202.
6. REFERENCE: P.C. 2, SLIDE 177 PG 6 & 7 P.C. 2, SLIDE 152 PG 3-6 P.C. 2, SLIDE 178 PG 11-14 P.C. 2, SLIDE 72 PG 13 & 14
7. PROPERTY IS SUBJECT TO COVENANTS OF RECORD.

CERTIFICATE OF APPROVAL
THIS PLAT IS HEREBY APPROVED BY THE UNDERSIGNED
AND MAY BE ADMITTED TO RECORD.

DATE _____ AGENT, TOWN OF SMITHFIELD, VA

STATE OF VIRGINIA, ISLE OF WIGHT COUNTY
IN THE CLERK'S OFFICE OF THE CIRCUIT COURT
ON _____ 2015 AT _____ O'CLOCK
THIS PLAT WAS RECEIVED AND WITH
CERTIFICATES ANNEXED THERETO ADMITTED TO RECORD.

TESTE: _____ CLERK

BY: _____ DEPUTY CLERK

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS SURVEY COMPLIES WITH THE APPLICABLE REQUIREMENTS ESTABLISHED BY THE COMMONWEALTH OF VIRGINIA BOARD FOR ARCHITECTS, ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS AND LANDSCAPE ARCHITECTS EFFECTIVE JULY 1, 2010.

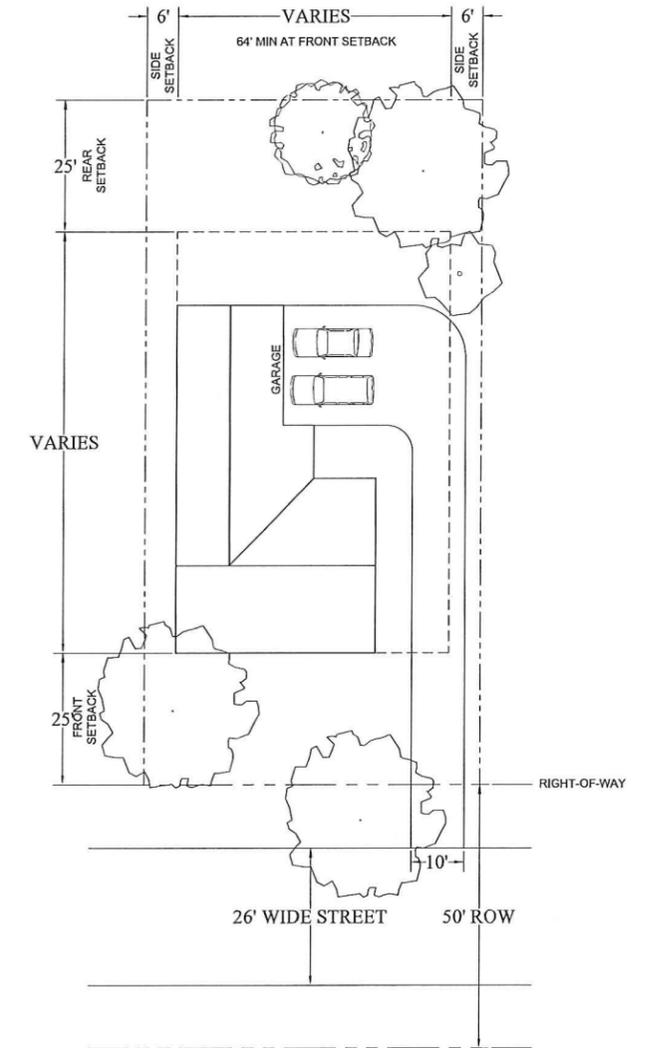
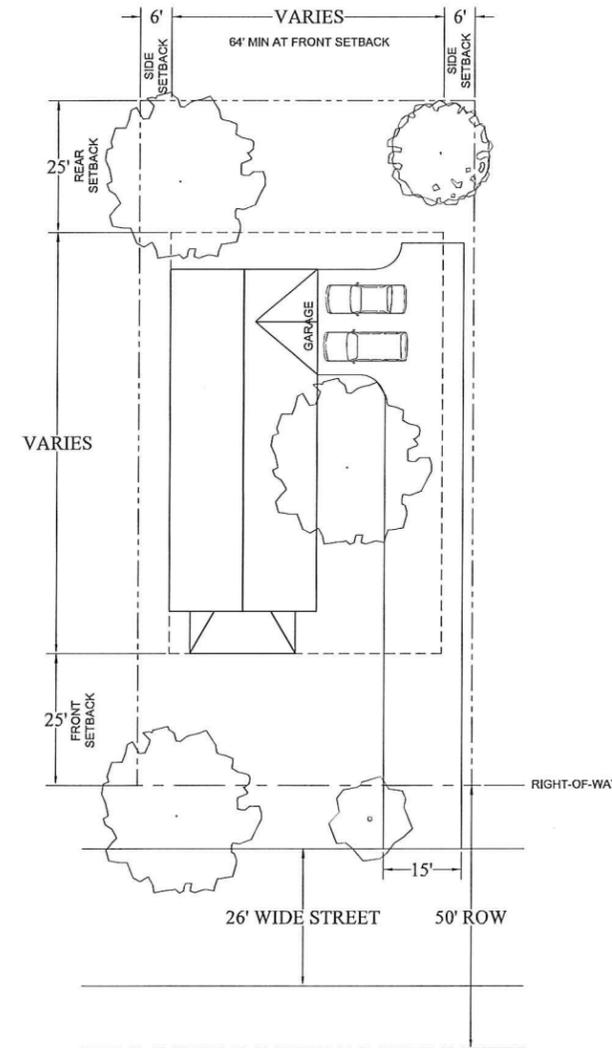
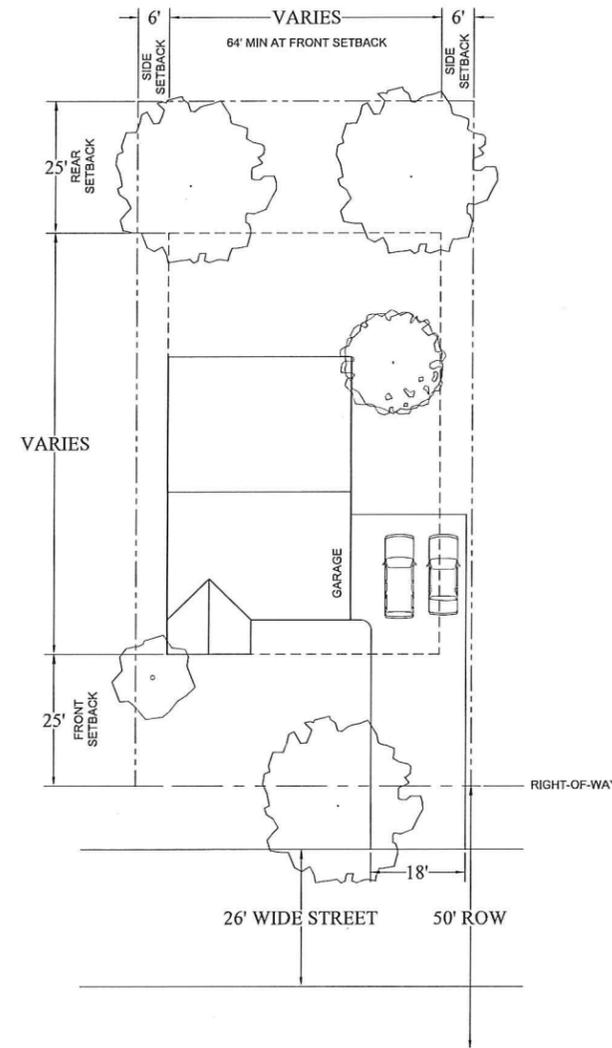
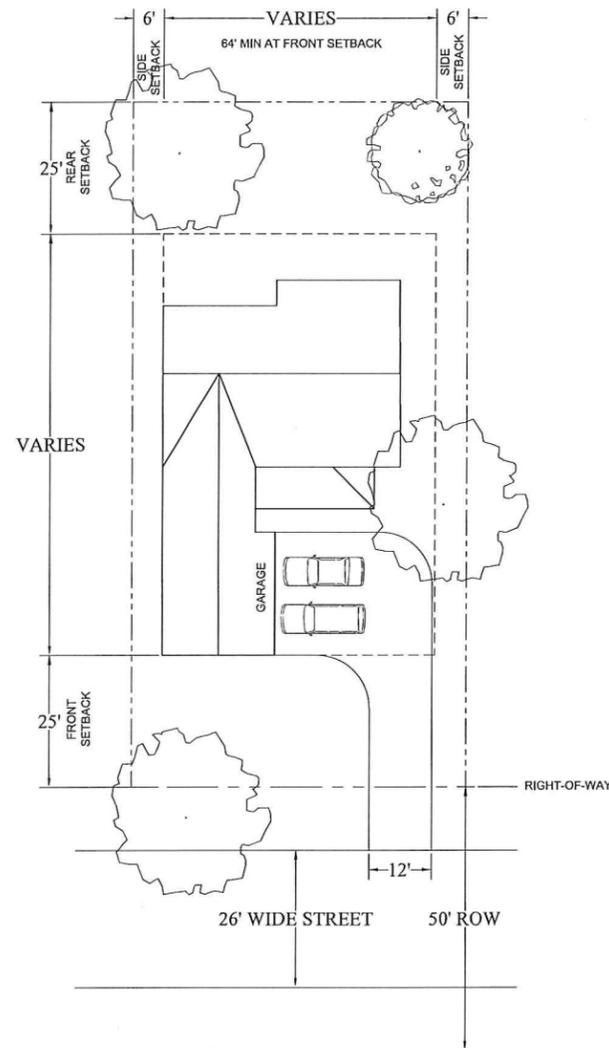


Cypress Creek VI

Lot Diagrams

Town of Smithfield, Virginia

August 14, 2017



C:\Projects\Robinson_Development\RD0048 - Cypress Creek\Cadd\Prelim\Preliminary\actadul7.dwg, Plotted By: Eric-PC, Plotted: Aug 17, 2017 - 10:28am

*Building footprints are conceptual. Final design and layout to be determined.



LAND PLANNING SOLUTIONS
 5857 HARBOUR VIEW BLVD, STE. 202
 SUFFOLK VA. 23435-2657
 O 757.935.9014 F 757.935.9015
 www.landplanningsolutions.com

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

Notice is hereby given pursuant to Sections 15.2-2204 of the Code of Virginia, (1950), as amended, that the Town Council of the Town of Smithfield, Virginia will hold a public hearing at the regular meeting of the Town Council in the council chambers in The Smithfield Center, 220 N. Church Street, meeting room A, Smithfield, Virginia, on Tuesday, November 7, 2017 at 7:30 p.m. to consider the application of Cypress Investment Holdings, LLC, owner, for a special use permit pursuant to Article 3.C, Section C of the Town's zoning ordinance to permit the redesign of Phase VI of the Cypress Creek subdivision under the cluster provisions of the zoning ordinance.

The property which is the subject of this application is Phase VI of the Cypress Creek Subdivision within the Town of Smithfield. The parcels' current zoning designations are (S-R), Suburban Residential (Conditional).

Copies of the current Zoning Ordinance for the Town of Smithfield, Virginia, and all amendments thereto, along with copies of the proposed application for a special use permit and the proposed conceptual plan are on file and may be examined in the office of the Department of Planning, Engineering, & Public Works, 310 Institute Street, Smithfield, Virginia 23430.

Any person desiring to be heard in favor of, in opposition to, or to express his or her views with respect to the aforesaid application for a change in zoning classification may appear and be heard.

TOWN OF SMITHFIELD

By: Lesley G. King, Clerk

Publish: October 25 and November 1, 2017

**STAFF REPORT TO THE
TOWN COUNCIL**

November 7, 2017

Owner/Applicant Name & Address

Mary Delk Crocker
502 Grace Street
Smithfield, VA 23430

Property Location & Description

502 Grace Street, Across from Cofer
Automotive, behind IOW Christian
Outreach

Statistical Data

Property Classification

Landmark

Current Zoning

C-C, Community Conservation

Surrounding Land Uses/Zoning

D, Downtown District;
DN-R, Downtown Neighborhood
Residential

Overview

The ongoing neglect of the primary structure and outbuildings at 502 Grace Street (Pierceville) has been an issue before the Board of Historic and Architectural Review (BHAR) and Town Council numerous times in recent years. Most recently, applications for the demolition of the same primary structure and outbuildings have been before the BHAR and Council.

On December 27, 2016 an application for the demolition of the primary structure and all outbuildings was received by town staff as per section E.4 of the Town of Smithfield Historic Areas Preservation Ordinance (Article 3.M). This application was denied by the BHAR at their February 21, 2017 meeting and subsequently denied by the Town Council at their April 4, 2017 meeting on automatic appeal.

On June 26, 2017, town staff received a cover letter dated June 20, 2017 and commentary regarding the owner's application for demolition as a matter of right of the primary structure and outbuildings at 502 Grace Street, pursuant to Va. Code 15.2-2306 (A)(3)(i) and Town Zoning Ordinance, Article 3.M.E.19(A)(1) and 20(A). Subsequently, additional materials were submitted and the application was deemed complete by the BHAR at their September 19, 2017 meeting.

Also at the September 19, 2017 meeting, the BHAR denied the application for the demolition of the primary structure and all outbuildings at 502 Grace Street as a matter of right. As per town ordinance, the decisions of the BHAR on any application for the demolition of landmark structures within the Historic District are automatically appealed to Town Council.

Current Action

The applicant has applied for the demolition of the house and outbuildings at 502 Grace Street as a matter of right.

As per Town Zoning Ordinance, Article 3.M.E.19(A) and 20(A), three conditions must be met in order to qualify for a demolition as a matter of right of a landmark building or structure. They are:

- 1) *'The owner or applicant has applied to the Town Council for such right.'*
- 2) *'The owner has for the period of time set forth in the time schedule hereinafter contained and at a price reasonably related to its fair market value, made a bona fide offer to sell such site, object, building or structure and the land pertaining thereto to*

whomever gives reasonable assurance that it is willing to preserve and restore the landmark, building, or structure and the land pertaining thereto.’ [The period of time set forth in the time schedule is *‘twelve (12) months when the offering price is ninety thousand dollars or more’* (3.M.E.19(D)(6)).]

- 3) *‘No bona fide contract, binding upon all parties thereto, shall have been executed for the sale of any such landmark, building or structure, and the land pertaining thereto, prior to the expiration of the applicable time period set forth in the time schedule hereinafter contained.’*

Further, as in the previous applications for demolition of these landmark structures, the BHAR will vote on the application, which will be followed by an automatic appeal to Town Council of the demolition of landmark structures in the Town of Smithfield Historic District.

Condition 1

As the Town Council’s denial of the demolition of the landmark structures occurred at their April 4, 2017 meeting, the offer to sell has not met *‘the period of time set forth in the time schedule’*, *‘twelve (12) months when the offering price is ninety thousand dollars or more’*.

Condition 2

In regard to the requirement that *‘The owner has...at a price reasonably related to its fair market value, made a bona fide offer to sell such site, object, building or structure and the land pertaining thereto to whomever gives reasonable assurance that it is willing to preserve and restore the landmark, building, or structure and the land pertaining thereto’*, the applicant has enclosed evidence of a contractual offer from Mr. Wayne Lee Duncan, which was rejected by the owner.

The applicant states that the offered price of \$40,000 per acre does not represent “anything near the current fair market value of the property sought to be purchased”; further, he maintains that this is partly due to the offeror desiring a driveway to Main Street, which would necessarily include a portion of the “commercial” acreage of the property.

The applicant has stated in public meetings that the structures at 502 Grace Street are worth nothing.

The parcel on which the structures sit is # 21A-04-000I and consists of 35.96 acres. According to Isle of Wight assessment data, the property is assessed at \$1,438,400 if it were to be taken out of the ‘land use’ agricultural designation; this is \$40,000 per acre. The same parcel is assessed at \$81,700 for taxation under the ‘land use’ agricultural designation.

The applicant’s enclosures do not support the claim that the offeror’s request for a driveway to Main Street through the valuable “commercial” property is a foundation for the rejection of the offer. On page 5 of 8 in the contract offer, Section 12. Additional Terms, clearly states that a driveway is sought from the structures to Grace Street, which is the closest point of road frontage and does not include “commercial” areas of the property, not Main Street.

The offeror, Mr. Duncan, has stated in public meetings that he is interested in the restoration of the landmark buildings and structures at 502 Grace Street, even going so far as to offer to mothball them at his own expense.

Staff Comments

The purpose and intent of the Historic District in the Town of Smithfield is *‘to protect designated landmarks and other historic or architectural features and their surroundings within a reasonable distance from destruction, damage, defacement and obviously incongruous development or uses of land.’* Due to this and the shortcomings of the applicant to meet the necessary conditions regarding demolition of landmark structures as a matter of right, town staff recommends that the application be denied.

Contact William Saunders at 365-4266 or wsaunders@smithfieldva.gov with any questions.

JONES AND JONES, P.C.
ATTORNEYS AT LAW

FILE COPY

ARCHER L. JONES, II
ROBERT W. JONES, JR.

1600 SOUTH CHURCH STREET
SMITHFIELD, VIRGINIA 23430
PHONE: 757-357-2187
FAX: 757-357-0994
Email: joneslaw@jandjpc.com

June 20, 2017

William G. Saunders, IV
Planning and Zoning Administrator
Town of Smithfield
310 Institute Street
P.O. Box 246
Smithfield, Virginia 23431

Re: Application for Demolition as a Matter of Right

Dear William:

Enclosed is an Application for Demolition as a Matter of Right, which I file with your office in the Town of Smithfield on behalf of Mary D. Crocker. I think the application speaks for itself.

Please advise if there are any fees or other documents necessary to have the Town consider this application. I appreciate your help in this regard.

Sincerely,



Archer L. Jones, II

ALJ:sfh

Enclosure

cc: Greg Haley, Esq. w.encl.
Mary D. Crocker w. encl.

BEFORE THE COUNCIL OF THE TOWN OF SMITHFIELD, VIRGINIA

In Re: Application of Mary Emma Delk Crocker:

APPLICATION FOR DEMOLITION AS A MATTER OF RIGHT

Mary Emma Delk Crocker, by counsel, applies to the Council of the Town of Smithfield, Virginia, pursuant to Va. Code § 15.2-2306(A)(3)(i) and Town Zoning Ordinance, Article 3.M.E.19(A)(1) and 20(A), to demolish, as a matter of right, the structures located at 502 Grace Street, Smithfield, Virginia.

Ms. Crocker submits this application to exercise her statutory right to demolish the structures at 502 Grace Street. Ms. Crocker has the right to make productive use of her property. Ms. Crocker understands the concerns stated by the Town about preserving the structures on the property. However, Ms. Crocker does not believe that any private buyer will want to purchase the structures subject to a contractual obligation that the structures be preserved. Ms. Crocker will not agree to subdivide the property in a way that damages its fair market value. Ms. Crocker hopes that the Town will recognize her rights as a private property owner and will acknowledge her statutory right to demolish the structures as stated below.

1. Ms. Crocker submits this application pursuant to Va. Code § 15.2-2306 (A)(3)(i) and Town Zoning Ordinance, Article 3.M.E.19(A)(1) and 20(A).
2. Ms. Crocker owns property located at 502 Grace Street in the Town of Smithfield, Virginia (the "Property"). Ms. Crocker has owned the Property for many years.
3. There is a former residential structure and several outbuilding structures on the Property. All of the structures are in poor condition and are not usable. It is not financially practical to renovate or rehabilitate the structures; the structures have no value.

4. The Town has designated, or attempted to designate, all or some of the structures as “landmark” structures under the HP-O Historic Preservation Overlay District regulations of the Town Zoning Ordinances. See Town Zoning Ordinance, Article 3.M.D.

5. The Property has substantial value independent of the Structures because of its location, characteristics, and suitability for residential and other development.

6. The Property has a fair market value of at least \$2,000,000.

7. Ms. Crocker has listed the Property for sale with Howard Hanna Associates/William E. Wood Real Estate since February 25, 2014.

8. Ms. Crocker has entered into two contracts to sell the Property. Both contracts were subject to the rezoning of the Property. Neither contract closed.

- a. Ms. Crocker entered into a Real Estate Purchase contract with Hearndon Construction Corporation and/or Assigns, dated April 2, 2014, to sell the Property for \$2,000,000. This Real Estate Purchase Contract was subject to the rezoning of the Property. The proposed developer initiated the rezoning of the Property in February 2015. The application for rezoning stated that the original homesite on the property would remain and would be sold to be renovated. On January 5, 2016, the Town Council denied the motion to amend the Comprehensive Plan designation of the Property which was necessary to allow the rezoning of the Property. After the Council denied the proposed Comprehensive Plan amendment, the rezoning application was withdrawn without prejudice. Hearndon Construction Corporation did not close on the April, 2014 Real Estate Purchase Contract.

b. Ms. Crocker entered into a Real Estate Purchase Contract with Rhine Holdings, Inc., dated October 31, 2016, to sell the Property for \$2,200,000. This Real Estate Purchase Contract was subject to the rezoning of the Property. Rhine Holdings, Inc. withdrew from this Real Estate Purchase Contract during the due diligence period.

9. In April 2017, an individual proposed to purchase the structures and up to five acres of the Property, the boundaries to be identified by the buyer, for \$40,000 per acre. This proposal did not address how the up to five acre area would be subdivided. Ms. Crocker did not accept this proposal.

10. The Future Land Use Map in the Town's Comprehensive Plan designates the Property and the surrounding land for "Parks and Recreation" use.

11. The Town has zoned the Property and the surrounding land as "Community Conservation." The Town's Zoning Ordinance allows only severely limited uses of land in the Community Conservation district.

12. The Community Conservation district regulations allow only limited uses by right of the Property. The uses allowed by right include: agricultural, conservation, and public parks. The subdivision of property within the Community Conservation district for single family detached dwellings is allowed only by special use permit and is limited to a maximum of five lots. Town Zoning Ordinance, Article 3.A.

13. The Town's Community Conservation zoning designation of the Property, and the designation of the future use of the Property for "Parks and Recreation" uses in the Town's Comprehensive Plan, make any practical use of the Property financially unrealistic under the existing land use regulations.

14. The April 2014 Hearndon Construction Corporation Real Estate Purchase Contract was subject to the rezoning of the Property to allow residential development. The proposed developer applied to rezone the Property for a residential use in 2015 and 2016. The Town denied the amendment to the Comprehensive Plan designation of the Property that was a necessary part of rezoning the Property.

15. The Town issued a notice of violation under the HP-O District regulations to Ms. Crocker dated January 21, 2016.

16. Ms. Crocker appealed the January 21, 2016 notice of violation on February 19, 2016.

17. Ms. Crocker's representative and the Town then met in an effort to resolve the January 21, 2016 notice. By letter dated May 10, 2016, Ms. Crocker proposed to give the house structure and the one-half acre of land upon which the house sits to the Town of Smithfield, or the Town's designee.

18. The Town issued a letter dated May 23, 2016 rejecting Ms. Crocker's proposal and directing Ms. Crocker to remedy the alleged violation identified in the January 21, 2016 notice of violation.

19. Ms. Crocker appealed the May 23, 2016 decision of the Architectural Review Board on May 31, 2016. On September 6, 2016, the Town Council heard Ms. Crocker's appeal. The Town Council upheld the finding of the Review Board.

20. Ms. Crocker filed an action styled Mary Emma Delk Crocker v. Town Council of Smithfield Virginia, et al, Case No. CL16000833-00 in the Circuit Court of Isle of Wright County on October 5, 2016 (the "Action"). By agreement, the Town did not accept service of

the Complaint until May, 2017. By agreement the Town has not yet filed a response to the Action.

21. On December 28, 2016, Ms. Crocker requested permission to demolish the Structures under the discretionary provisions of Zoning Ordinance Article 3.M.E.4. and .7.

22. The Review Board rejected the request on February 21, 2017.

23. The Town Council rejected the request on April 4, 2017.

24. As alleged above, Ms. Crocker has:

a. Applied to the Council for the right to demolish the structures.

b. Made a bona fide offer to sell the Property for a period exceeding twelve months at a price reasonably related to its fair market value.

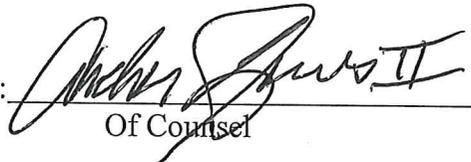
c. Made a bona fide offer to give the house structure and one half acre of the property to the Town.

d. No bona fide contract binding on all of the parties has been executed for the sale of the structures and the land pertaining thereto.

25. Based on the above, Ms. Crocker has the right to demolish the structures pursuant to Va. Code § 15.2-2306 (A)(3) and Town Zoning Ordinance, Article 3.M.19 and .20.

WHEREFORE, Ms. Crocker request that the Town Council acknowledge her right to demolish the Structures.

MARY EMMA DELK CROCKER

By: 
Of Counsel

Archer L. Jones, II (VSB No. 14829)
Jones and Jones, P.C.
1600 South Church Street
Smithfield, Virginia 23430
(757) 357-2187
Fax: (757) 357-0994

Gregory J. Haley (VSB No. 23971)
Jonathan D. Puvak (VSB No. 82539)
GENTRY LOCKE ATTORNEYS
10 Franklin Road, Suite 900
P.O. Box 40013
Roanoke, Virginia 24022-0013
(540) 983-9300
Fax: (540) 983-9400

Counsel for Plaintiff

JONES AND JONES, P.C.

ATTORNEYS AT LAW

ARCHER L. JONES, II
ROBERT W. JONES, JR.

1600 SOUTH CHURCH STREET
SMITHFIELD, VIRGINIA 23430
PHONE: 757-357-2187
FAX: 757-357-0994
Email: joneslaw@jandjpc.com

August 8, 2017

William G. Saunders, IV
Planning and Zoning Administrator
Town of Smithfield
310 Institute Street
P.O. Box 246
Smithfield, Virginia 23431

BY HAND DELIVERY

Re: 502 Grace Street
Application for Demolition as a Matter of Right by Mary D. Crocker

Dear Mr. Saunders:

I have and respond herewith to your letter dated July 28, 2017, regarding the above referenced matter.

Your letter suggests that the application is insufficient and requests determination from the BHAR of whether your opinion is correct. Let me respond to your letter in the reverse order of your comments.

You have raised the issue that the application does not include a site plan or an exhibit that illustrates the structures proposed to be demolished. I hereby supplement the application with tax map reference and global imaging that identify the residence located at 502 Grace Street and the 12 outbuildings, all of which are requested to be demolished by the application. Further, I provide pictures of the house (4) and one picture of each outbuilding.

I provide you with a Zoning Permit Application and my check in the amount of \$75.00 to cover the zoning permit fee.

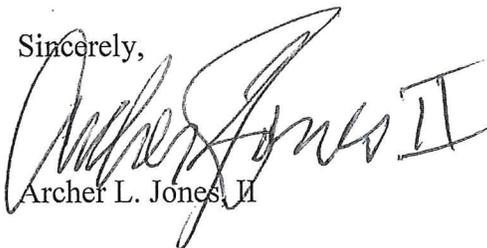
Your letter raises concerns that the application does not provide sufficient evidence to prove that the offering price is reasonably related to the fair market value. I believe the language of the application is sufficient in that regard. Mrs. Crocker offered to give the home and one-half acre to the Town. Further, the contracts mentioned in the application (executed at arm's length) are the best evidence of the value of the subject property. Your ordinance does not require an appraisal.

William G. Saunders, IV
August 8, 2017
Page 2

Finally, you raise an issue claiming that there is no evidence that there has been no bona fide contract executed since April 4, 2017. The only contract that has been submitted subsequent to the April 4, 2017 date mentioned is the contract dated April 12, 2017, a copy of which is enclosed herewith. The contract offered a \$40,000.00 per acre purchase price but required that the purchaser was to select 5 acres at his discretion and required that there be a driveway from Main Street to the subject property. The acres closest to Main Street are the most valuable acreage of the subject property. The acres requested to be purchased, which are located near Main Street, are zoned "commercial" and are some of the only remaining unimproved commercial acreage in the Town of Smithfield. We do not believe that the open-ended nature of the contract and the \$40,000.00 per acre purchase price represented anything near the current fair market value of the property sought to be purchased. It was rejected by the owner. Further, as noted earlier, your ordinance does not require an appraisal.

It is my express hope that this resolves the concerns raised by your July 28, 2017 letter. Please let me have your comments.

Sincerely,



Archer L. Jones, II

ALJ:sfh

Enclosures

cc: Gregory J. Haley, Esq.
Mary D. Crocker c/o Nancy Lynn Delk



TOWN OF SMITHFIELD

310 Institute Street, P. O. Box 246, Smithfield, VA 23431
(757) 365-4200 Fax (757) 357-9933

ZONING PERMIT APPLICATION

21A-04-0001

Tax Map Number

Permit Number

Request a Zoning Permit to erect / enlarge / move / demolish a residence and approximately 12 outbuildings located at 502 Grace Street, Smithfield, Virginia for use as a cleared acreage. The property has / does not have City water and will be connected to a (sewer system-septic system*). A tax map of the property with an outline of the building, distance to property lines, driveway, and off-street parking is attached.

Living area of structure: _____ sq. ft. Attached/Detached garage: _____ sq. ft. Total square feet: _____

Accessory structure (if applicable) is _____ ft. high. Water Meter Size: N/A

Zoning Permit Fee \$ 75.00 Water Minimum Fee \$ N/A

Sewer Fees: Availability Fee \$ N/A Connection Fee \$ N/A HRSD Fee \$ N/A

Water Fees: Availability Fee \$ N/A Connection Fee \$ N/A

Agreement in Lieu of an Erosion and Sediment Control Plan Fee \$ 150.00

Residential Erosion and Sediment Control Inspection Fee \$ 300.00

Pro-Rated Utility Fees: Sewer \$ N/A Water \$ N/A Other \$ N/A

Proffers: N/A

Property is zoned CC Front/Rear Yard setbacks _____ Side Yard setbacks _____

Board of Historic and Architectural Review (BHAR) approval is/ is not required. BHAR approval date _____

Date Issued _____

(valid for six (6) months)

for William G. Saunders, IV, AICP, CZA

Planning and Zoning Administrator

TOWN INSPECTIONS:

The Town shall inspect the following for any new single family residence or commercial structure (if applicable):

- Erosion & Sediment Control measures
 - Address numbers on the building
 - Water meter boxes
 - Sewer clean outs
 - Sewer tie-ins (before it's backfilled and covered up)
 - Driveway Culvert (24 ft. of RCP pipe is required. The pipe diameter and invert shall be approved by the Town prior to installation)
 - Driveway apron inspections (prior to material installation)
- Driveway description (circle one): Concrete / Gravel / Asphalt (see attached)

NOTE: The permittee, as signed below, takes full responsibility/liability for the proper installation of the above referenced items and for any damage incurred to the Town's existing water, sanitary sewer facilities and roadway infrastructure on site.

I agree with the above referenced statement Mary D. Crocker [Signature] Attorney
(Print Name) (Signature)

MISCELLANEOUS NOTES:

Before work begins, a building permit must be obtained from Isle of Wight County. (757-357-3191)

All fees must be paid at time the zoning permit is issued. The Contractor must have a Town of Smithfield Business License and is responsible for maintaining the cleanliness of the work site.

If any structure, temporary or permanent, is placed in any easement, and the Town of Smithfield has to do any type of work in that easement; then the structures may be moved at the property owner's expense.

A Chesapeake Bay Ordinance Worksheet and an Agreement in Lieu of an Erosion and Sediment Control Plan must be submitted for all new construction. Two off-street parking spaces are required per residential dwelling unit.

Owner / Agent Mary D. Crocker Signature [Signature]

Company Name c/o Archer L. Jones, II, Esquire, Jones and Jones, P. C.

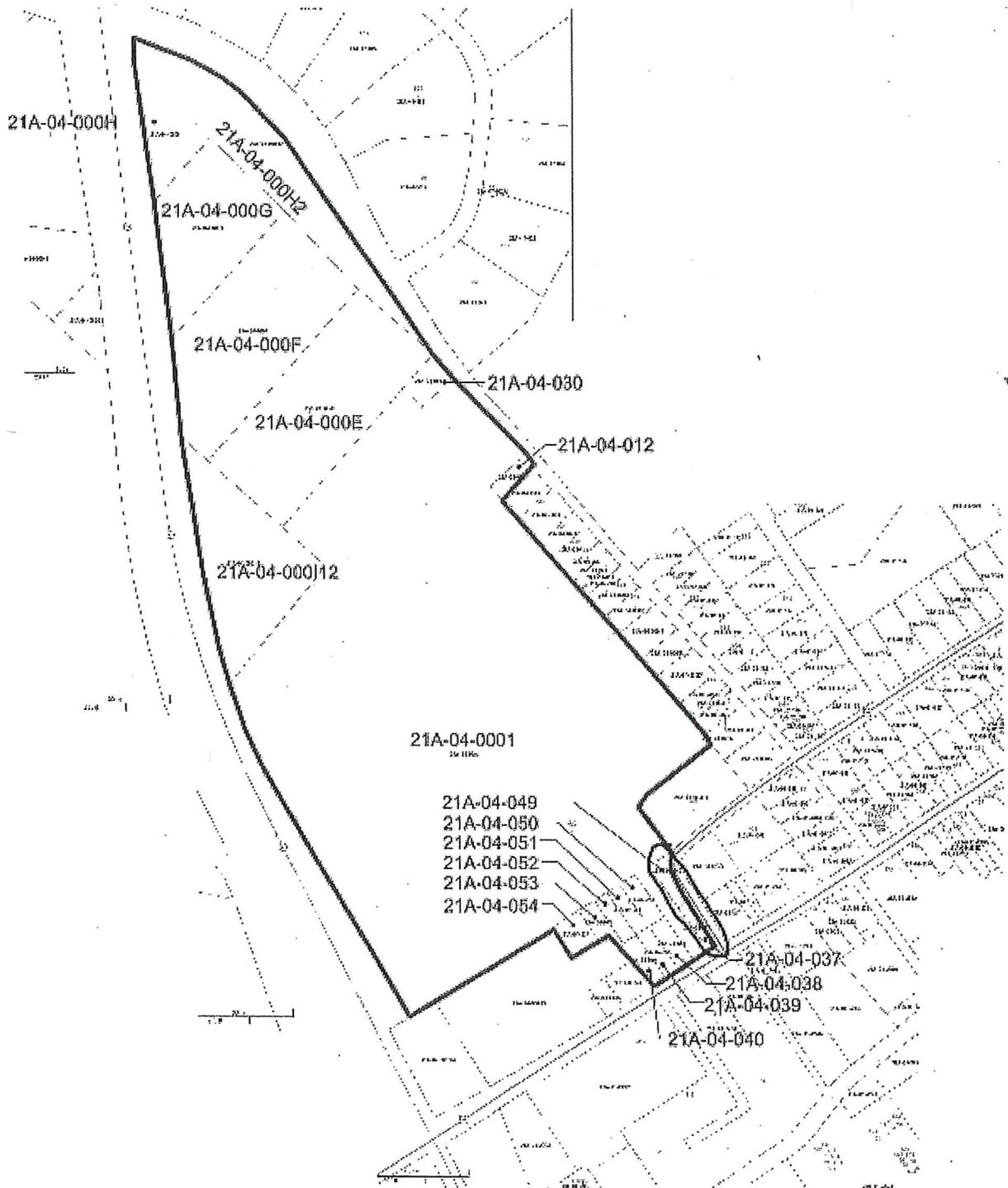
Telephone # 757-357-2187 Address 1600 S. Church Street

Fax Number 757-357-0994 Smithfield, VA 23430

Email address joneslaw@jandjpc.com

Owner _____ Lot _____ Phase/Section _____ Subdivision _____

*Septic systems and wells require Health Dept. approval. This application complies with the Town's Ches. Bay Preservation Ordinance and does / does not require a reserve drain field equal to the primary sewage disposal site.



21A-04-000H

21A-04-000G
21A-04-000H2

21A-04-000F

21A-04-000E

21A-04-000J12

21A-04-000I

21A-04-049
21A-04-050
21A-04-051
21A-04-052
21A-04-053
21A-04-054

21A-04-030

21A-04-012

21A-04-037

21A-04-038

21A-04-039

21A-04-040

21A-04-0005

21A-04-0006

21A-04-0005

21A-04-0006

21A-04-0007

04-000116

21A

21A-04-046A

04-049

21A-04-085

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics,
CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User
Community



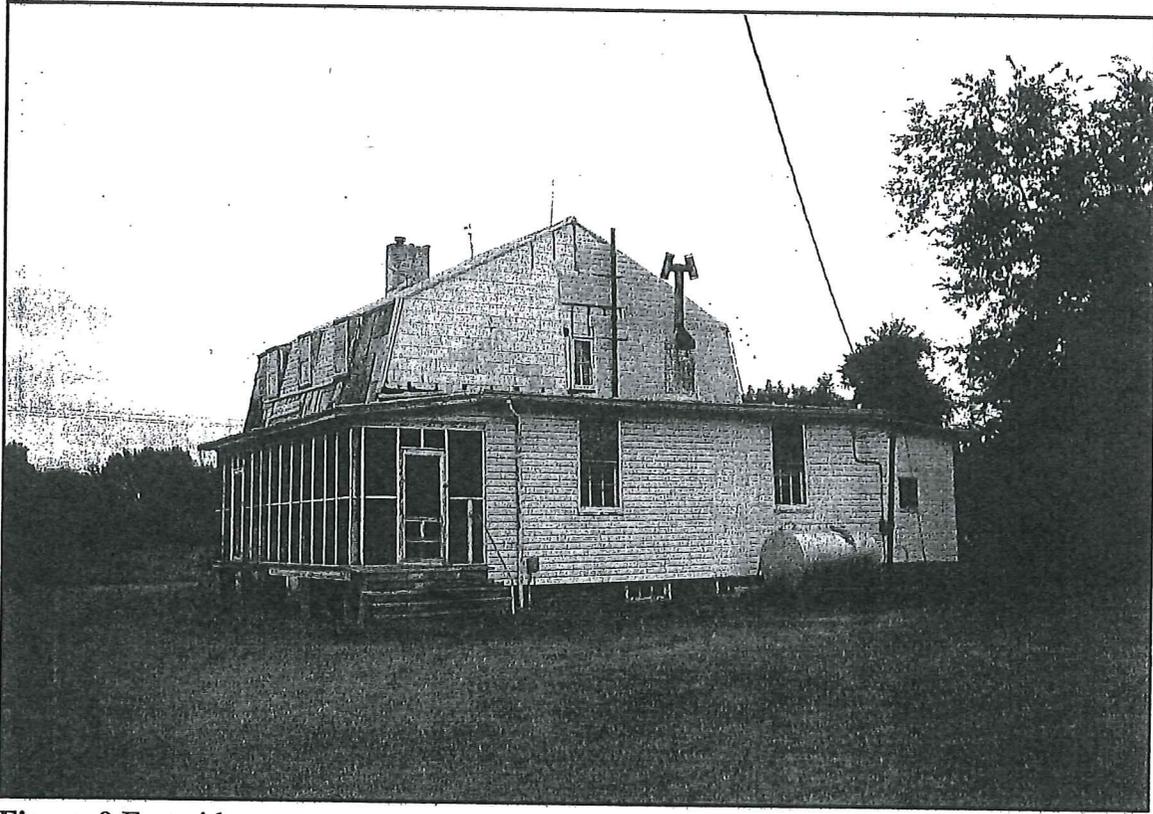


Figure 9 East side



Figure 8 Southwest aspect

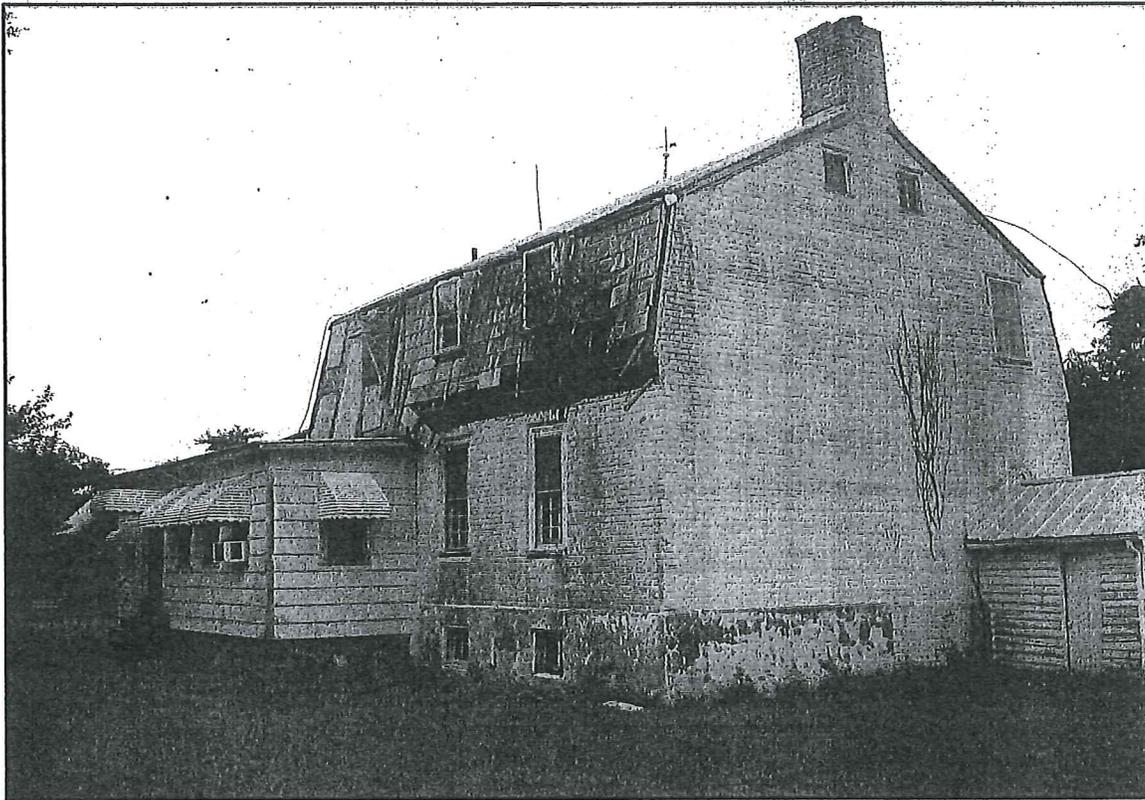


Figure 10 Northwest side



Figure 11 Detail, west corner

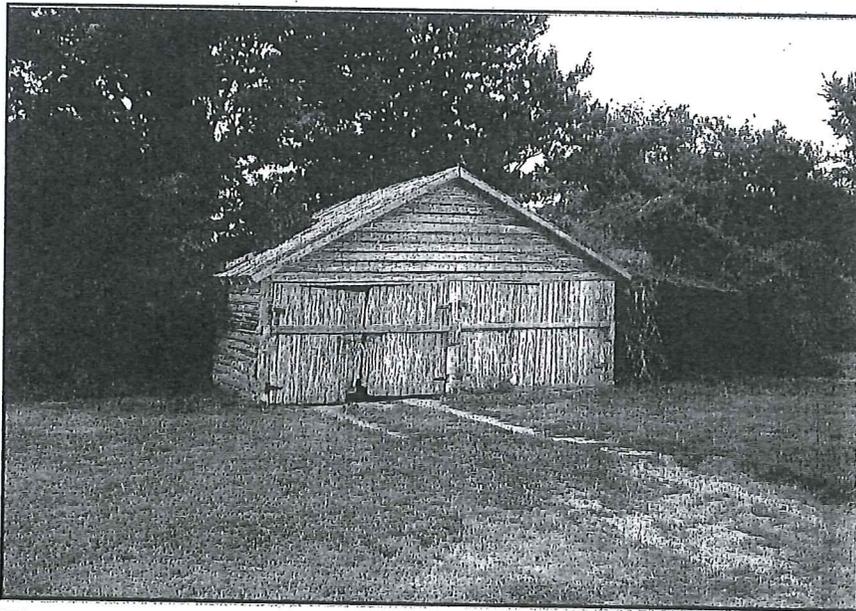


Figure 13 Garage (Bldg. #2)



Figure 14 Horse barn (Bldg. #3)

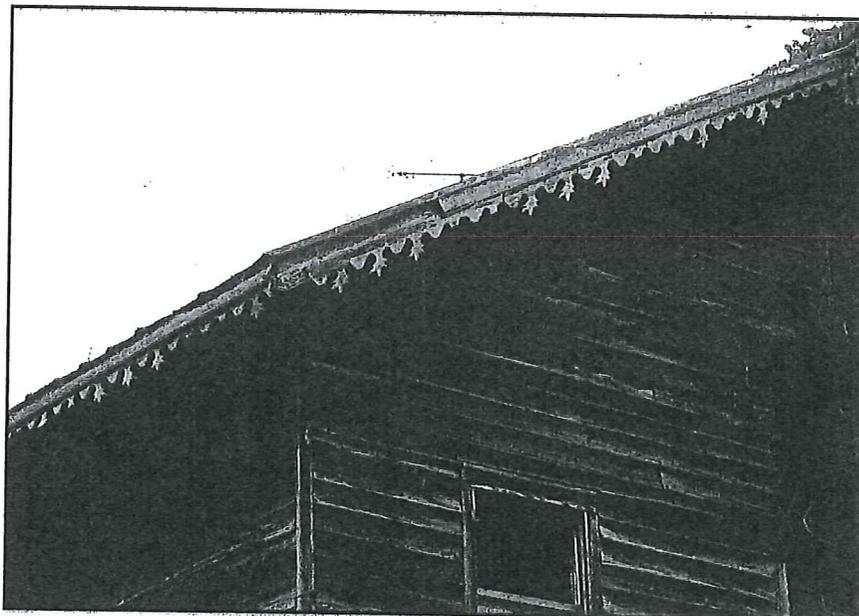


Figure 12 Rake board detailing

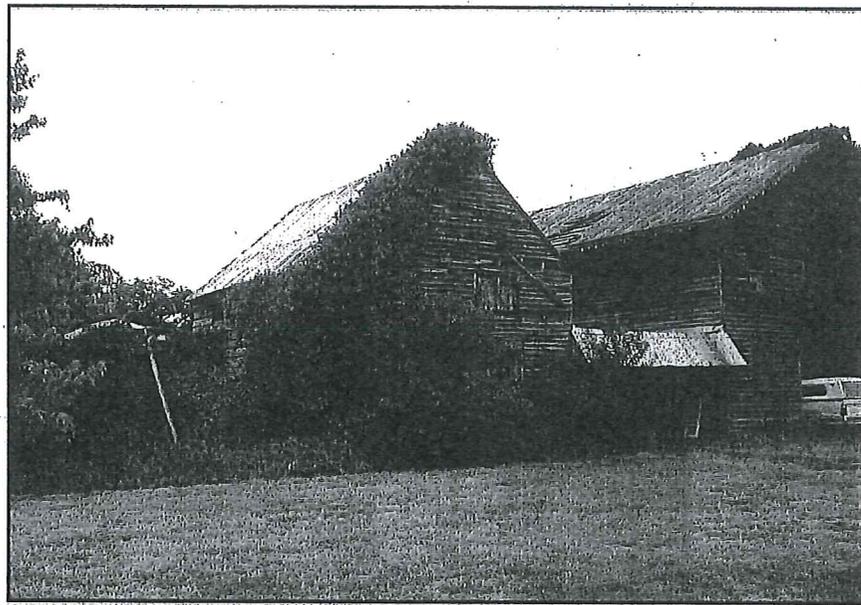


Figure 15 "Middle barn" (Bldg. #4)

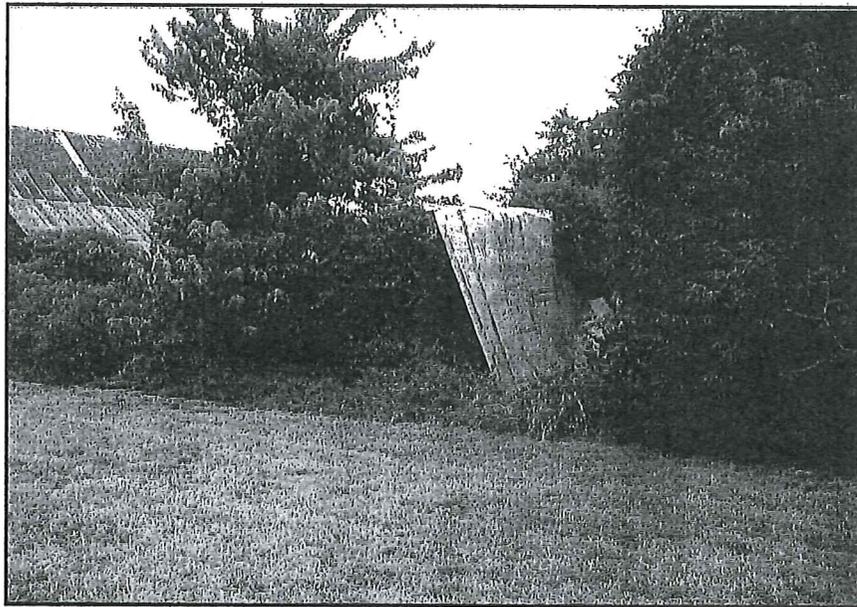


Figure 17 Shed remains (Bldg. #5)



Figure 16 Corn crib/grain barn (Bldg. #6)

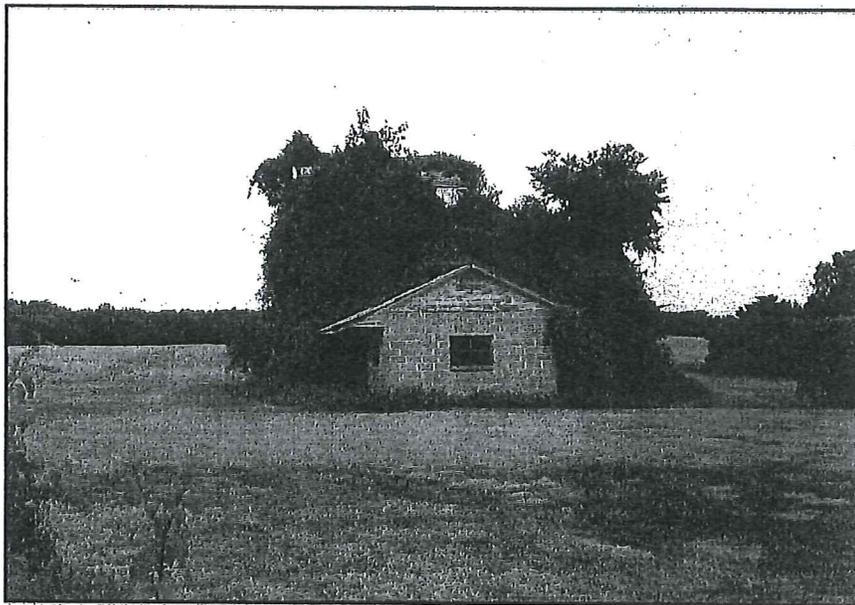


Figure 18 Cow barn & dairy (Bldg. #7)



Figure 19 Storage shed (Bldg. #8)

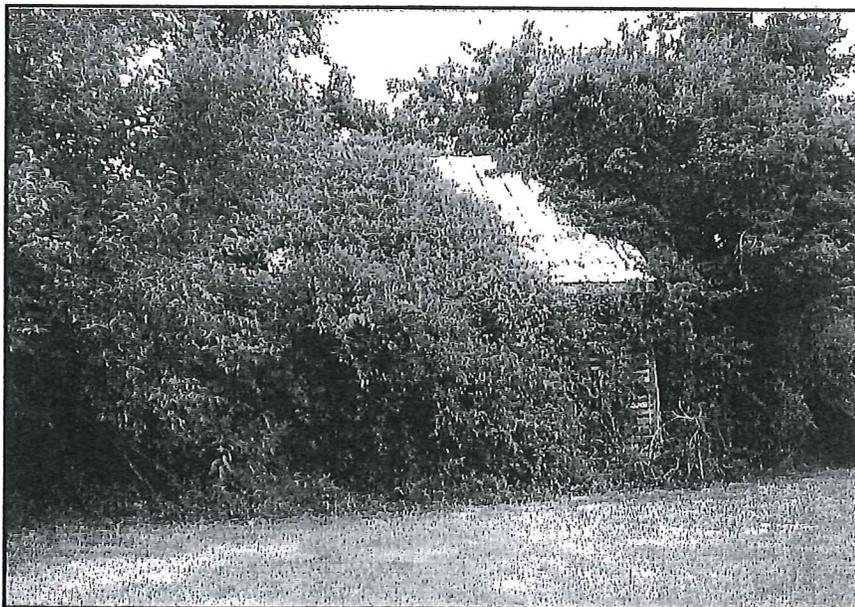


Figure 20 'Summer' kitchen (Bldg. #9)



Figure 21 Chicken coop (Bldg. #10)

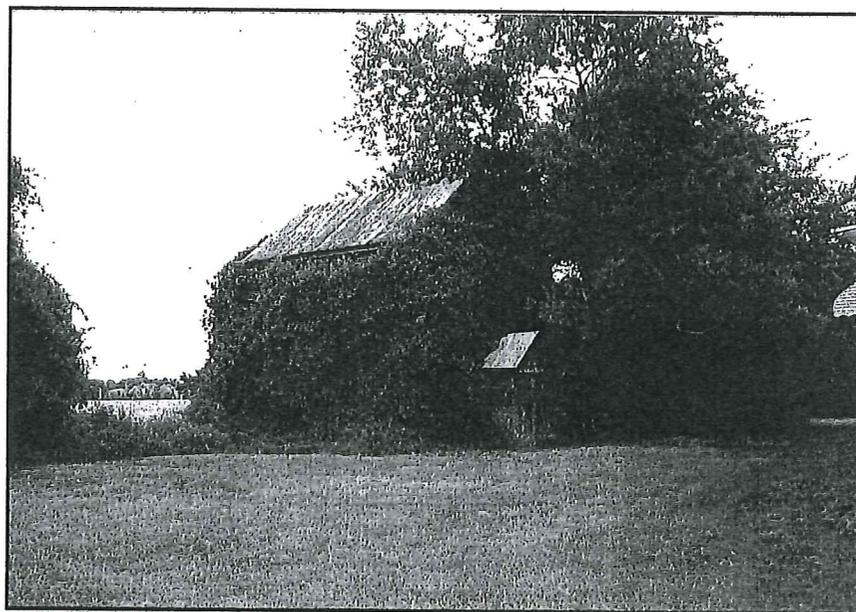


Figure 22 Smoke house (Bldg. #11)

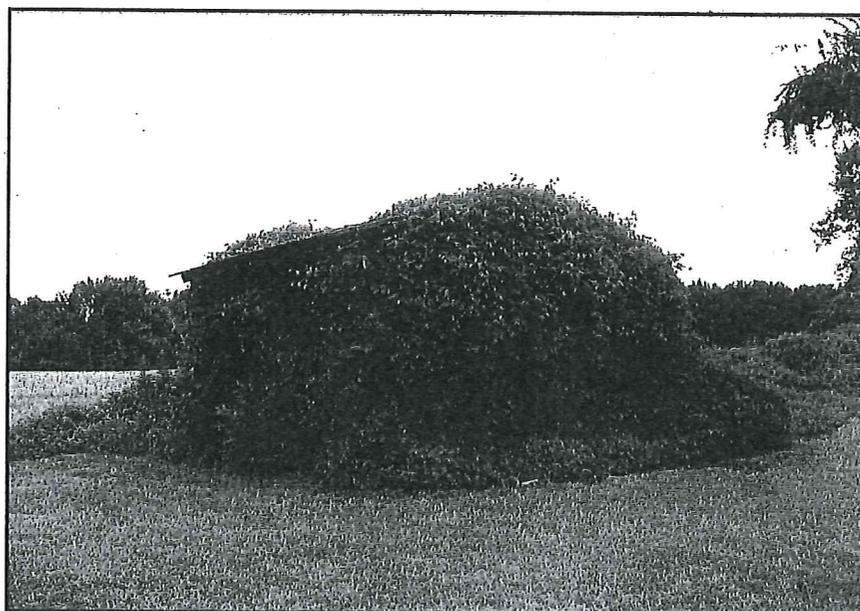


Figure 23 Slave kitchen (Bldg. #13)

UNIMPROVED LOT PURCHASE AGREEMENT

(FOR USE WITH LIMITED NUMBERS OF LOTS AND SMALL PARCELS)



THIS AGREEMENT is made this 7th 12 day of April, 2017, by and among Wayne Lee Duncan ("Buyer"), Mary D. Crocker ("Seller"), Howard Hanna ("Selling Firm") (4802 MLS Office No.) and Howard Hanna ("Listing Firm") (4802 MLS Office No.)

1. AGREEMENT TO SELL PROPERTY: For and in consideration of the payment of the Deposit to Escrow Agent, receipt of which is acknowledged, Buyer agrees to buy and Seller agrees to sell all that certain piece, parcel or lot of land ("Property") described as follows: LEGAL DESCRIPTION: To be determined

Also known as 1.38 AC Main Street W., Isle of Wight County VA 23430 To include 3.62 acres (Street address / city / state / zip code) including but not limited to the following:

2. PURCHASE PRICE: The Purchase Price of the Property is as follows: \$410,000 (Per Acre see paragraph 12) Dollars) "Purchase Price" and shall be paid as follows: \$1000 earnest money deposit ("Deposit") by check (Payment Method) to apply to Purchase Price to be held by Howard Hanna ("Escrow Agent"); \$TBD additional funds ("Downpayment") by cashier's or certified check or wire transfer to the settlement agent due at Settlement; \$ by loan to be obtained by Buyer; and \$ other financing terms if applicable:

FOR COMPLETION BY AGENT VERIFYING RATIFICATION DATE
THIS AGREEMENT WAS FULLY RATIFIED AND ACCEPTED BY BUYER AND SELLER AS OF
SIGNATURE: (AGENT)
(RATIFICATION DATE)
RATIFICATION SHALL MEAN THE DATE OF COMMUNICATION OF FINAL WRITTEN ACCEPTANCE BY BUYER AND SELLER OF ALL THE TERMS OF THIS AGREEMENT, NOT THE DATE OF REMOVAL OR EXPIRATION OF ANY CONTINGENCIES.

Initials: Buyer WLD, Seller /

(Mark box as applicable). The Purchase Price is based on the Property containing 40 10 5 sq. ft. / acres (mark as applicable). If the Property is larger or smaller, the Purchase Price shall be adjusted upwards or downwards by _____ per sq. ft. / acres (mark as applicable). The exact size of the Property shall be determined by a survey to be made by a registered surveyor and paid for by BUYER / SELLER.

If private party financing, then the appropriate addendum IS / IS NOT attached. If private party financing addendum is not attached, Seller WILL / WILL NOT allow subordination.

3. FEASIBILITY STUDY PERIOD:

- A. During the period (the "Feasibility Study Period") commencing on the date this Agreement is ratified and terminating _____ (_____) days thereafter, Buyer, its agents, contractors, engineers, surveyors, attorneys, representatives and employees shall have the right to enter upon the Property to conduct and make any and all studies, tests, examinations, inspections and investigations of or concerning the Property including, without limitation, engineering studies, soil tests, surveys, and environmental audits. Buyer shall indemnify, defend and hold Seller harmless from and against any injury to people or damage to property arising from Buyers' access to Property pursuant to this Agreement. Buyer shall restore the Property to its approximate condition prior to any such investigations if Buyer terminates under Paragraph 3B.
- B. If the results of any of the matters referred to in subparagraph A above are unsatisfactory to Buyer for any reason in Buyer's sole and absolute discretion, Buyer shall have the right to terminate this Agreement by giving written notice to Seller prior to the end of the Feasibility Study Period, in which event this Agreement shall terminate and be of no further force or effect and neither party shall have any further rights, obligations or liabilities under this Agreement, except that the Escrow Agent shall promptly return the Deposit to Buyer. In the event Buyer does not terminate prior to the end of the Feasibility Study Period, Buyer shall be deemed to have accepted the Property in its existing condition and this contingency shall be satisfied, time being of the essence.

4. LOAN APPLICATION / LOAN DENIAL:

A. LOAN APPLICATION:

- i. Within seven (7) days of ratification of this Agreement, Buyer shall apply for the specified financing from _____ (Name of Lender) and order and pay for a credit report, appraisal or other requirements of such lender. If Buyer desires a Feasibility Study of the Property, the deadline for ordering the appraisal is extended to three (3) days after expiration of the Feasibility Study Period, as referenced in Paragraph 3, or removal of the contingency. Should Buyer wish to change lenders, Buyer must obtain written permission from Seller.
- ii. Buyer shall, promptly, diligently and in good faith, undertake each and every action necessary to obtain such financing. Buyer's failure to do so shall constitute a default of this Agreement. Except as otherwise provided in the Agreement, Buyer shall pay all costs, associated with obtaining the financing. Buyer's failure to have available for settlement the cash required by this Agreement, including but not limited to downpayment, closing costs, and prepaids, shall constitute a default of this Agreement. Buyer has the responsibility to lock in the interest rate and discount points with respect to such loan(s).
- iii. Buyer authorizes lender to keep Listing Firm and Selling Firm apprised of progress and status of loan approval, including confirmation of receipt of the appraisal. Should the appraisal indicate an appraised value less than the Purchase Price and/or require repairs, Buyer instructs lender to deliver a copy of the appraisal, applicable portions of the appraisal or affidavit as to value and/or repairs, to Listing Firm upon Seller's request.
- iv. Buyer's failure to comply with the provisions of Paragraph 4A shall constitute a default of this Agreement and Seller shall have the right to terminate this Agreement.

- B. **LOAN APPROVAL:** Within _____ days of contract ratification, Buyer must obtain a written non-conditional loan approval subject only to appraisal or Seller shall have the right to terminate this Agreement unless otherwise agreed to in writing by Seller and Buyer. In the event Seller elects to terminate this Agreement: (i) all parties shall execute the appropriate release of this Agreement; (ii) the Deposit shall be refunded to Buyer; and (iii) no party to this Agreement shall have any further rights against or obligations to any other party to this Agreement. The rights and remedies set forth in this Paragraph shall be in addition to the rights and remedies specified in Paragraph 16.

Initials: Buyer MA Seller _____ / _____

C. LOAN DENIAL: Buyer authorizes lender to notify Listing Firm and Selling Firm of loan denial. If Buyer's loan application is denied, Buyer shall, within three (3) days of any communication of denial to Buyer, provide written notice of such denial to Seller, Listing Firm and Selling Firm. At Seller's request, Buyer shall provide Seller a copy of the lender's denial notice and any additional documentation confirming the validity of such loan denial as is reasonably requested by Seller. Provided that such denial was not the result of Buyer's default, including Buyer's failure to act in good faith to obtain the financing or failure to have available for settlement the cash required by the terms of this Agreement, either Buyer or Seller shall have the right to terminate this Agreement. In the event of such termination: (i) all parties shall execute the appropriate release of this Agreement; (ii) the Deposit shall be refunded in accordance with Paragraph 6 of this Agreement; and (iii) no party to this Agreement shall have any further rights against or obligations to any other party to this Agreement. Buyer's failure to send the written notice of denial within such three (3) day time period shall constitute a default under this Agreement. Seller may terminate this Agreement in the event of Buyer's default for failure to send the written notice of denial or in the event that loan denial was the result of Buyer's default. The rights and remedies set forth in this Paragraph shall be in addition to the rights and remedies specified in Paragraph 16.

5. **RATIFICATION:** For purposes of this Agreement, ratification shall mean the date of communication of final written acceptance by Buyer and Seller of all the terms of this Agreement, not the date of removal or expiration of any contingencies.
6. **DEPOSIT:** Escrow Agent shall place the Deposit in escrow within five (5) business banking days of ratification of this Agreement unless otherwise agreed to in writing. The Deposit shall remain in escrow until settlement or termination. If Escrow Agent is the Listing Firm or Selling Firm, the Deposit shall be held and applied in conformity to the Regulations of the Virginia Real Estate Board. Pursuant to such regulations, the Deposit will be placed in a federally insured escrow account of Escrow Agent until the transaction has been consummated or terminated. Escrow Agent may place the Deposit in an interest bearing account. All interest, if any, which accrues with respect to the Deposit, shall become the sole and exclusive property of Escrow Agent. Buyer and Seller waive any and all right or entitlement to such interest. If the Property is foreclosed upon while this Agreement is pending the terms of Section 54.1-2108.1 of the Code of Virginia shall apply to the disbursement of the Deposit. If this transaction is not consummated, Escrow Agent shall hold the Deposit in escrow until (i) Buyer and Seller have agreed in writing as to their disposition, or (ii) a court of competent jurisdiction orders disbursement of the Deposit, or (iii) Escrow Agent can pay the Deposit to the party who is entitled to receive it in accordance with the clear and explicit terms of this Agreement. In the last event, prior to disbursement, Escrow Agent shall give written notice to Buyer and Seller, by either (i) hand delivery receipted for by the addressee, or (ii) by regular and certified mail, that this payment will be made unless a written protest from the party not to be paid is received by Escrow Agent within thirty (30) days of the delivery or mailing of that notice.
7. **DEED AND TITLE:** A. Except as expressly provided in writing, representations and warranties made by Seller herein and all other provisions of this Agreement shall be deemed merged into the deed delivered at Settlement and shall not survive Settlement, unless otherwise provided herein. Seller shall convey marketable and insurable title to the Property by general warranty deed, unless otherwise specified below, subject to any easements, covenants and restrictions of record, which do not adversely affect the use of the Property for residential purposes. Title to the Property shall be conveyed (i) free and clear of all liens, tenancies and encumbrances of every kind except those stated herein, and (ii) with marketable and insurable access to a publicly dedicated road.

B. Buyer will be required to purchase a lenders title insurance policy if the Buyer is obtaining a loan secured by the Property. Buyer may, at Buyer's expense, purchase an owner's title insurance policy which insures Buyer's title to the Property, subject to the terms of such policy. The coverage afforded by such title insurance would be governed by the terms of the policy and any exceptions to the policy, and the premium for obtaining such title insurance coverage will be determined by its coverage and the title insurer. Buyer may purchase either "standard" or "enhanced" coverage which coverages have differing rates. Buyer authorizes Buyer's lender(s), if any, to include a quote for a premium for an owner's title insurance policy in the Loan Estimate based on enhanced coverage. Buyer understands that nothing in this Purchase Agreement obligates Buyer to obtain any owner's title insurance coverage at any time, including at Closing, and that the availability of enhanced coverage is subject to underwriting criteria of the title insurer. Buyer should consult Buyer's attorney with respect to obtaining owner's title insurance.

8. **CONTINGENCIES:** This Agreement shall be contingent upon the following conditions and those noted in the attached contingency addendum/addenda, if any:
- A. **LAND CONDOMINIUM:** Buyer and Seller acknowledge that the Property (check one):
- IS NOT in a community subject to the Virginia Condominium Act (the "Condo Act").
- IS in a community subject to the Condo Act and has mandatory monthly fees of approximately \$_____.
- The Condominium Addendum is attached and shall become part of this Agreement. Buyer's rights under this Paragraph may not be waived.

- B. **PROPERTY OWNERS' ASSOCIATIONS:** Buyer and Seller acknowledge that the Property (check one):
- IS NOT in a community subject to the Virginia Property Owners' Association Act (the "POA Act").

IS in a community which has mandatory monthly fees of approximately \$_____ and is subject to the POA Act and the Property Owners' Association Addendum is attached to and shall become part of this Agreement. Buyer's rights under this Paragraph may not be waived.

C. OTHER CONTINGENCIES: Buyer requires answer by 5-1-17

9. SETTLEMENT EXPENSES:

A. Except as otherwise stated below, Seller shall pay (i) all expenses of deed preparation, the grantor's tax on the deed and all expenses, if any, for removal of title defects and (ii) those fees charged by lender for the specified financing which, by law, Buyer is not permitted to pay. Except as otherwise stated herein, all other expenses incurred by Buyer in connection with this purchase, including without limitation, title examination fees and title insurance premiums, survey costs (including elevation certificate if required by lender), insurance premiums, discount points (unless prohibited by law), prepaids, recording costs and fees of Buyer's attorney or settlement agent, shall be paid by Buyer. The amount of Seller Contributions, if any, shall be inclusive of those fees charged by lender for specified financing which, by law, Buyer is not permitted to pay. _____

B. Any roll-back taxes assessed against the Property, whether assessed before or after Settlement, which relate to the period before Settlement, shall be paid by BUYER / SELLER. Seller shall deliver possession of the Property to Buyer at Settlement. Settlement agent and place of Settlement shall be selected by Buyer. This paragraph shall survive Settlement.

10. SETTLEMENT / POSSESSION: Settlement to be on or before 5-29-17 ("Settlement Date"). The Settlement Date may be extended by 10 days (if blank, the parties deem the extension to be 10 days) solely for the purpose of:

- i. processing and closing the specified loan in compliance with applicable law and/or
- ii. correcting any defects reported by a title examiner.

The Settlement Date shall be deemed to include any extension ONLY as provided for in (i) or (ii) above. If through no fault of Seller settlement has not occurred by the Settlement Date, then Seller, at Seller's option, may terminate this Agreement by written notice to Buyer. If through no fault of Buyer settlement has not occurred by the Settlement Date, then Buyer, at Buyer's option, may terminate this Agreement by written notice to Seller. Nothing contained herein shall be construed to limit, in any way, any other legal remedy or right Seller, Buyer, Listing Firm and/or Selling Firm may have for either party's failure to close on or before Settlement Date or at any time thereafter. Possession of the Property shall be given at Settlement unless otherwise agreed to in writing by Buyer and Seller. At Settlement, Seller shall execute and deliver (i) the Deed (defined below), (ii) a mechanic's lien affidavit acceptable to Buyer's title insurance company and (iii) such certificates or agreements as may be required by state and federal authorities for tax and residency purposes. Seller and Purchaser agree to release and hold harmless Listing Firm, Selling Firm, the officers, directors and employees, and any real estate broker or salesperson employed by or affiliated with the Listing Firm or Selling Firm from any delay or expense caused by such delay in settlement due to regulatory or legal requirements.

Choice of Settlement Agent: Chapter 27.3 (§55-525.16 et seq.) of Title 55 of the Code of Virginia provides that the Buyer has the right to select the settlement agent to handle the closing of this transaction. The settlement agent's role in closing this transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, the lender for the Buyer will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party.

Variation by agreement: The provisions of Chapter 27.3 (§ 55-525.16 et seq.) of Title 55 of the Code of Virginia may not be varied by agreement, and rights conferred by this chapter may not be waived. The Seller may not require the use of a particular settlement agent as a condition of the sale of the Property.

Escrow, closing, and settlement service guidelines: The Virginia State Bar issues guidelines to help settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, settlement or closing services. As a party to a real estate transaction, the Buyer is entitled to receive a copy of these guidelines from the settlement agent, upon request, in accordance with the provisions of Chapter 27.3 (§ 55-525.16 et seq.) of Title 55 of the Code of Virginia.

Buyer and Seller each authorize their respective attorneys, lenders and/or the settlement agent, to furnish prior to the Settlement Date to all parties including, Listing Firm and Selling Firm, complete copies of the draft and final closing disclosure/settlement statement for the sale of the Property, including the HUD-1 settlement statement, the TILA-RESPA settlement statement, the ALTA settlement statement combined, the Seller Closing Disclosure (Seller's CD) and/or the Buyer's Closing Disclosure (Buyer's CD).

11. **PRORATIONS / ESCROW:** All real property taxes, insurance, rents, interest, and appropriate homeowner's association and/or condominium fees or dues and other reserves and assessments shall be prorated as of Settlement Date.

12. **ADDITIONAL TERMS:** This Agreement is subject to the following additional terms and conditions:

Purchase includes area to be identified by
buyer to acquire up to 5 acres (cost to be at
40,000 per acre.) To include house + other buildings +
drive way leading to house from Grace Street

13. **RISK OF LOSS:** Except as otherwise provided, Seller assumes all risk of loss or damage to the Property by fire, windstorm, casualty, or other hazard until Settlement. After Settlement, all risk of loss of any kind shall be borne by Buyer. Unless otherwise specifically indicated below, Seller shall not be required to maintain and does not guaranty the life of existing trees or other plants.

14. **CONDEMNATION:** If condemnation proceedings are commenced against the property prior to Settlement, Buyer or Seller may terminate this Agreement or may settle regardless of the condemnation, and the purchase price shall be reduced by the amount of the condemnation award. In either situation, Agent(s) shall be paid their commissions based upon the total proceeds received by Seller.

15. **DISCLOSURES:** Buyer and Seller acknowledge by their initials below receipt of their Real Estate Information Network, Inc. (REIN) Consumer Disclosure Information Form prior to entering into this Agreement as well as the following disclosures. **Neither Seller, Real Estate Information Network, Inc., Listing Firm, Selling Firm, nor their employees or agents will be held responsible for Buyer's failure to have investigated and evaluated the impact of any of the disclosures made in this Agreement on the Property, including those additional disclosures on the REIN Consumer Disclosure Information Form.**

A. CONFIRMATION OF BROKERAGE RELATIONSHIP: The parties confirm in connection with this transaction that Listing Firm and Selling Firm have represented the party or parties indicated below. Notwithstanding the provisions of Paragraph 18 of this Purchase Agreement relating to the payment of brokerage fees, the parties agree that one of the following may apply: (Check appropriate box.)

- 1. Listing Firm, Selling Firm, and their salesperson(s) represent Seller as their client. Buyer is a customer/unrepresented party and has signed the Disclosure of Brokerage Relationship to Unrepresented Party form.
- 2. Listing Firm and its salesperson(s) represent Seller. Selling Firm and its salesperson(s) represent Buyer.
- 3. Listing Firm and its salesperson(s) represent Seller. Selling Firm and its salesperson(s) represent neither Buyer nor Seller.
- 4. The Parties confirm that Selling Firm and its salesperson(s) represent Buyer as their client. Seller is a customer/unrepresented party and has signed the Brokerage Relationship to Unrepresented Party form.
- 5. Listing Firm and its salesperson(s) represent both Buyer and Seller as DUAL REPRESENTATIVES, by mutual agreement. Buyer and Seller have signed the Disclosure of Dual Representation/Disclosure of Designated Representatives Form attached; OR
- 6. Listing Firm and its broker represent both Buyer and Seller as DUAL REPRESENTATIVES, by mutual agreement, but SEPARATE AGENTS of Listing Firm have been designated to represent Buyer and Seller as DESIGNATED REPRESENTATIVES. Buyer and Seller have signed the Disclosure of Dual Representation/Disclosure of Designated Representatives Form attached.
- 7. Buyer and seller acknowledge that no brokerage relationship exists with any agent involved in this transaction. Both Buyer and Seller are unrepresented customers.

B. AIRCRAFT NOISE ZONE / ACCIDENT POTENTIAL ZONE DISCLOSURE: N/A

Aircraft noise and/or accident zones are subject to change. If the Property is located in Southside Hampton Roads, Buyer and Seller hereby acknowledge that as of the date of this Agreement current maps indicate the Property is located in an Aircraft Noise Zone _____ and/or Aircraft Accident Potential Zone _____. Noise attenuation measures for new residential construction or modifications to nonconforming structures may be required and height restrictions may have been imposed in accordance with city ordinances. If the Property is located in the City of Hampton, the Property DOES/ DOES NOT, either partially or wholly, lie within a Noise Contour District as mandated by the City of Hampton, and may be subject to high noise levels due to its proximity to flight operations. The Real Estate Transfer Disclosure for Properties Located Adjacent to Military Air Installations is attached, as required by §55-519.1 of the Code of Virginia.

C. AGENCY INTEREST DISCLOSURE: Except as otherwise disclosed below, neither Listing Agent nor Selling Agent, any member of such agent's family, or such agent's firm, any member of such firm, or any entities in which such agent has an ownership interest, is acquiring or attempting to acquire, or is selling the Property. Except as disclosed below, neither Seller nor Buyer is a licensed real estate agent: _____

D. MEGAN'S LAW DISCLOSURE: Buyer(s) should exercise whatever due diligence they deem necessary with respect to information on any sexual offenders registered under Chapter 23 (§ 19.2-387, et seq.) of Title 19.2 whether the owner proceeds under subdivision 1 or 2 of subsection A of § 55-519. Such information may be obtained by contacting your local police department or the Department of State Police, Central Criminal Records Exchange, at 804-674-2000 or <http://sex-offender.vsp.virginia.gov/sor>.

E. MECHANICS LIEN: Virginia law (§ 43-1, et seq.) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the Property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) ninety (90) days from the last day of the month in which the lienor last performed work or furnished materials or (ii) ninety (90) days from the time the construction, removal, repair or improvement is terminated. Seller warrants that all bills related to any repairs or improvements made to the Property have been paid or will be paid by Seller from the proceeds at Settlement. AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.

16. DEFAULT: If either Buyer or Seller defaults under this Agreement, the nondefaulting party may pursue, in such party's discretion, all remedies available to the nondefaulting party at law or in equity. In the event of default, Escrow Agent shall pay the Deposit to the nondefaulting party in accordance with Paragraph 6 and the nondefaulting party shall have the right to pursue such other rights and remedies against the defaulting party as the nondefaulting party may have, both legal and equitable. All of the rights and remedies hereunder are cumulative. The defaulting party shall be liable for the brokerage fee due Listing Firm and Selling Firm. In any action arising from or related to this Agreement, including, but not limited to, any suit to secure the release of the Deposit from escrow, the prevailing party shall be entitled to receive from the non-prevailing party or parties, reasonable attorneys' fees, costs (including expert fees) and expenses incurred by such prevailing party.

17. NOTICES: All parties agree that except for the notice given pursuant to the last sentence of Paragraph 6, all notices required to be sent to Seller under this Agreement shall be sent to Listing Firm and all notices to be sent to Buyer shall be sent to Selling Firm. Except for the notice given pursuant to the last sentence of Paragraph 6, all notices required to be sent under this Agreement may be sent by facsimile, by hand delivery or by prepaid U.S. Certified Mail, Return Receipt Requested and shall be effective as of the receipt of the notice if by facsimile or upon delivery if done by person, or on the third day following the date of mailing if mailed by Certified Mail, Return Receipt Requested. All such notices shall be addressed to Selling Firm and Listing Firm at the address set forth next to their signature below.

18. BROKERAGE FEE: Selling Firm and Listing Firm are intended to be, and are, third party beneficiaries of this Agreement with respect to payment of the brokerage fee and are entitled to payment at Settlement as provided by separate agreement(s). The settlement agent shall disburse the brokerage fee to Listing Firm and Selling Firm at Settlement in accordance with the terms of the Selling Firm Brokerage Fee Notice or other agreement(s).

19. REPRESENTATIONS:

A. Unless otherwise specified in this Agreement, Buyer represents that neither this Agreement nor the financing is dependent or contingent on the sale, settlement, lease or refinancing of other real property.

B. Buyer acknowledges that Seller is relying upon all of Buyer's representations, including, without limitation, the accuracy of the financial information given by Buyer to Seller, Selling Firm or Listing Firm. If Buyer makes any deliberate misrepresentation or material omission which results in Buyer's inability to obtain approved financing then Buyer shall be deemed to be in default. Except as provided in Paragraph 4B, Buyer shall notify Seller, Listing Firm and Selling Firm in writing within three (3) days of Buyer's actual notice of the occurrence of any material adverse change in Buyer's financial condition which prevents Buyer from obtaining the specified financing under this Agreement. Buyer's failure to give notice of the material adverse change required above shall constitute a default under the terms of this Agreement. Within three (3) days of receipt of written notice of the material adverse change from Buyer, Seller shall notify Buyer in writing of Seller's election to: (i) proceed to closing based upon a modification to this Agreement acceptable to Seller and Buyer; (ii) require that Buyer deliver an acceptable First Right of Refusal Agreement; or (iii) terminate this Agreement. The rights and remedies set forth in this Paragraph shall be in addition to the rights and remedies specified in Paragraph 16.

- C. Except as expressly provided below, Seller represents that (i) Seller owns good and marketable fee simple title to the Property (ii) has the right to transfer the Property without obtaining the consent or approval of any other party including, without limitation, judgment creditors, lienholders, or other lenders, or any court including bankruptcy court or court having jurisdiction with respect to the distribution of marital property, if necessary (iii) has or will have sufficient cash or other liquid funds to make any payments required to be made in order to pay all brokerage fees due and transfer the Property without any liens attaching to the Property, and (iv) will be in a position to transfer title to the Property to Buyer free and clear of all liens except as expressly provided in this Agreement.
- D. If any representation by Seller is materially untrue, Seller shall be deemed to be in default under the terms of this Agreement and Buyer shall have the right to terminate this Agreement, whereupon the Deposit shall be paid to Buyer, in accordance with Paragraph 6, and Buyer shall have all of its right as the non-defaulting party under Paragraph 16. Additionally, if closing does not occur as a result of Seller's misrepresentations and Buyer incurs any expense relative to appraisal and property inspection, Seller will be deemed liable for such expense and Buyer may, in addition to its other rights under this Agreement, recover such expense, including reasonable attorney's fees, from Seller.
-
-
-

20. DISPUTE RESOLUTION: Prior to initiating any litigation, the parties agree any dispute or claim arising out of, or relating to, this Agreement, the breach of this Agreement or the services provided in connection with this Agreement, shall be submitted to mediation in accordance with, and as described in the REIN Consumer Disclosure Information Form, previously given to the parties as acknowledged by their signatures below, the terms of which relating to mediation are hereby incorporated in this Agreement. Disputes shall include, by way of illustration and not limitation, claims arising from misrepresentations made by the parties to this Agreement in connection with the sale, purchase, financing, condition or other aspects of the Property, including, allegations of concealment, misrepresentation, negligence and/or fraud.

The following matters are excluded from mediation under the preceding paragraph: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanics lien; (d) any matter which is within the jurisdiction of a probate court; or (e) violation of a state's real estate license laws. The filing of a judicial action to enable the recording of a notice of pending action, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate. If the parties cannot reach a mutually agreeable settlement through mediation, they are free to arbitrate or litigate their dispute as if the mediation never took place. The terms and provisions of this Paragraph 20 shall survive Settlement and conveyance of title to the property for a period of five (5) years from the date of this Agreement pursuant to the terms of § 8.01-246 of the Code of Virginia of 1950, as amended.

21. NON ASSIGNMENT: This Agreement may not be assigned by Buyer without the written consent of Seller.

22. MISCELLANEOUS: Except as expressly provided in Paragraph 6 with respect to business banking days, the term "day" shall be deemed to mean any day of the week, Monday through Sunday, both inclusive regardless of legal or religious holiday. "Day" shall mean 12:00a.m. (midnight) until 11:59 p.m. Eastern Time. Any agreed upon timeframe shall begin at 12:00 a.m. (midnight) after the event triggering the commencement of the timeframe and end at 11:59 p.m. Any changes must be made by written amendment. This Agreement may be executed in any number of counterparts and by facsimile signature or other form of electronic signature, and by different parties in separate counterparts, each of which when so executed and delivered shall be deemed original, but all such counterparts shall constitute but one and the same instrument. The parties further agree that any documents executed as exhibits, addenda, modifications or amendments may similarly be executed in counterpart and that the facsimile or other form of electronic signature counterparts of such documents shall be binding as if signed originals. To the extent any handwritten or typewritten terms in this Agreement conflict with, or are inconsistent with the printed terms of this Agreement, the handwritten or typewritten terms shall control. This Agreement is executed under seal. The terms of this Agreement and the addenda, exhibits, modifications or amendments referenced herein or which reference this Agreement constitute the entire agreement and there are no other agreements between the parties. Seller and Buyer both authorize Listing Firm and/or Selling Firm to disclose financial information related to the sale of the Property, including information related to settlement expenses (But not personal financial information) to the multiple listing service and/or real estate appraisers. The waiver by Seller of any terms, conditions, or provisions of this Agreement shall not be construed as a waiver of any other subsequent term, condition or provision of this Agreement. If any term, condition, or provision of the Agreement is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining terms, conditions and provisions of the Agreement shall, nevertheless, remain in full force and effect.

23. OTHER PROVISIONS:

Buyer requests access to property and
buildings after ratification to determine repairs.

OPTIONAL- If both Buyer and Seller initial below, digital signatures are acceptable for use in this transaction. If both Buyer and Seller do not initial below, digital signatures are not acceptable for use in this transaction. The following language is included for the sole purpose of determining the parties' agreement to accept digital signatures and is not required to be completed if the parties do not agree to accept digital signatures.

EXPRESS AGREEMENT TO CONDUCT TRANSACTION USING DIGITAL SIGNATURES: IN ACCORDANCE WITH THE UNIFORM ELECTRONIC TRANSACTIONS ACT (§ 59.1-479 ET SEQ. OF THE CODE OF VIRGINIA), BUYER AND SELLER CHOOSE TO ACCEPT DIGITAL SIGNATURES AS ORIGINAL DURING THE COURSE OF THIS TRANSACTION AND UNDERSTAND THAT AGREEING TO ACCEPT DIGITAL SIGNATURES FROM THE OTHER PARTY DOES NOT COMMIT THEM TO USING DIGITAL SIGNATURES EXCLUSIVELY. BY INITIALING BELOW, THE PARTIES AGREE TO USE DIGITAL SIGNATURES:

Buyer: WD Seller: /

THIS PROPERTY IS OFFERED WITHOUT RESPECT TO RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, ELDERLINESS, OR NATIONAL ORIGIN.

THIS IS A LEGALLY BINDING AGREEMENT; IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.

Howard Hanna 4802 [Signature]
(SELLING FIRM) (Firm ID#) (BUYER SIGNATURE) (Date)

Selling Firm License Number _____

By: Michele McCullers _____
Print or type Agent's name (REIN ID#)(BUYER SIGNATURE) (Date)

By: [Signature] _____
Agent's Signature (Date)

Agent's License Number _____

Selling Firm Address: _____ Buyer's Address: _____

ATTN.: _____

(LISTING FIRM) (Firm ID#) (SELLER SIGNATURE) (Date)

Listing Firm License Number _____

By: _____
Print or type Agent's name (REIN ID#)(SELLER SIGNATURE) (Date)

By: _____
Agent's Signature (Date)

Agent's License Number _____

Listing Firm Address: _____ Seller's Address: _____

ATTN.: _____

Site Provided by...
governmentmax.com 1.13

Parcel



Parcel ID
1 of 12

Tabs

Parcel

[Print View](#)

- Land
- Improvements
- Sales History
- Valuation History

Parcel ID	Alt. PIN	Parcel Address	AV - Tot. Lnd & Improv.	Data as of
21A-04-000I	3627	502 GRACE ST, SMITHFIELD	\$81,700	9/10/2017

Searches

- Address
- Parcel ID**
- Property Owner
- Sales
- City
- Legal Desc.

Property Owner Information

Property Owner	CROCKER MARY D
Property Owner Address	502 GRACE ST SMITHFIELD VA 23430
Transfer Date	05/19/1977
Document No.	
Document Reference No.	246 32

Location Information

Tax Group Code	55	Routing No.	
Township No.	001,	Legal Desc.	PCL I ADJ SMITHFIELD RT 258
Parcel Address	502 GRACE ST, SMITHFIELD		
Legal Acreage	35.9600		

Functions

- Home
- Login/Logout
- Help
- Feedback

Parcel Information

Property Class Code	AGR/UNDDEV 20-99 ACR
Neighborhood Code	1
Neighborhood Factor	.00
Neighborhood Type	B

Assessment Information

Current AV - Total Land	\$72,500	Adj. Factor Applied	0.00
Current AV - Total Improv.	\$9,200	Average AV/Acre	\$0
AV - Tot. Lnd & Improv.	\$81,700	Appraisal Date	7/2/2014
Reason for Change Code	RE		
Prior AV - Total Land	\$52,700		
Prior AV - Total Improv.	\$41,700		

Print Back To List First Previous Next Last

Site Provided by...
governmentmax.com 1,13

Valuation History



Parcel ID
1 of 12

- Tabs**
- Parcel
- Land
- Improvements
- Sales History
- Valuation History**
- Print View

Parcel ID	Alt. PIN	Parcel Address	AV - Tot. Lnd & Improv.	Data as of
21A-04-000I	3627	502 GRACE ST, SMITHFIELD	\$81,700	9/10/2017

Valuation History

- Searches**
- Address
- Parcel ID**
- Property Owner
- Sales
- City
- Legal Desc.
- Functions**
- Home
- Login/Logout
- Help
- Feedback

Assessment Date	Land Value	Total Improvement Value	Other Value	Total Value	Change Reason Desc.
07/01/2015	\$1,438,400	\$9,200	\$0	\$1,447,600	RE 2015 Reassessme
07/01/2012	\$309,700	\$41,700	\$0	\$351,400	6 2012 Reassessme
07/01/2011	\$309,700	\$44,700	\$0	\$354,400	10 Land Book
07/01/2010	\$309,700	\$44,700	\$0	\$354,400	10 Land Book
07/01/2010	\$309,700	\$44,700	\$0	\$354,400	LU Land Use Assess

Print Back To List First Previous Next Last

Historic Windsor Castle Restoration LLC

Summary of funding balances and projected disbursements as of October 19, 2017

Availability of funds

Current balances	Checking account	Town commitment	WCPF capital account	Accelerated project funds	Total available
	\$127,115	\$1,300,000	\$1,195,640	\$300,000	\$2,922,755

\$700,000 of the Town's \$2,000,000 funding commitment has been drawn down.

Smithfield Foods' \$1,000,000 donation is included in the WCPF capital account balance.

\$10,000 has been transferred from Windsor Castle Foundation to the LLC.

\$50,000 of the \$350,000 funding for the accelerated projects has been drawn down.

Based on current forecast core project costs of \$4,811,084, WCPF capital campaign needs to raise \$1,567,510.

Disbursements - actual-to-date and forecast to project completion

Disbursements by major project	Baseline / estimate	Actual to date	Forecast to complete	Total cost	Below / (above) baseline
Manor House	1,531,807	37,906	1,493,798	1,531,704	103
Manor House / new wing	593,035	0	593,035	593,035	0
Caretaker's house / exterior	431,606	238,375	10,200	248,575	183,031
Outbuildings	423,540	290,161	128,000	418,161	5,379
Utilities	974,786	1,275	973,356	974,631	155
Archaeology and site improvements	995,894	23,767	971,894	995,661	233
Project and admin *	49,332	29,337	19,982	49,318	14
Core projects totals	\$5,000,000	\$620,820	\$4,190,265	\$4,811,084	\$188,916
Caretaker's house / interior	80,000	9,005	70,995	80,000	0
Maintenance and storage buildings	270,000	3,060	266,940	270,000	0
Accelerated projects totals	\$350,000	\$12,065	\$337,935	\$350,000	\$0
Total disbursements	\$5,350,000	\$632,885	\$4,528,200	\$5,161,084	\$188,916

12.3% (\$632,885) of the \$5,161,084 current forecast project total has been disbursed to date.

97.9% (\$619,557) of project disbursements of \$632,885 is tax-credit eligible.

* - Project-wide (DHR application fees, dumpster...) and administrative expenses (bank fees, postage...)