

- TAB # 4** 3. August Cash Balances / VML Investment Pool Update
- TAB # 5** 4. Invoices Over \$10,000 Requiring Council Authorization:
 - a. RAD Sports - **Pending review by Project Manager**
 - b. A R Chesson Construction – **Pending review by Project Manager**
 - c. Gately Communications \$ 16,060.00
 - d. Isle of Wight County Tourism True-up \$104,390.07
 - e. Windsor Castle Park Foundation (restoration project) \$150,000.00
- 5. Adopt Personal Property Tax Relief Act (PPTRA) Percentage

TUESDAY, SEPTEMBER 26th, 2017

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

- 1. Public Comment
- TAB # 6** 2. Operational Update – Committee Report
- TAB # 7** 3. Joseph W. Luter, Jr. Sports Complex
 - a. Update from Project Manager Brian Camden
 - b. Proposed Use Policy and Fee Structure
 - c. Luter Sports Complex Equipment Needs

Immediately following the conclusion of the above meeting:

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

- 1. Public Comment
- TAB # 8** 2. Street Paving Proposal for a Portion of South Mason Street from Cedar Street to Sykes Court by Blair Brothers, Inc.
- TAB # 9** 3. Draper Aden Associates Proposal to Perform VDCR Grant Work for Smithfield/Waterworks Lake Dam

Immediately following the conclusion of the above meeting:

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

- 1. Public Comment
- TAB # 10** 2. Pinewood Heights Relocation Project
 - a. Phase III Update
 - b. Accept Contract with Community Planning Partners, Inc. for Management Assistance Services for Pinewood Heights Relocation Project for Phase IV
- TAB # 11** 4. Update on Windsor Castle Restoration Project

***** Additional Item Not Listed on Committee but will be on Council’s October 3rd Agenda*****

- Approval of September 5th, Town Council Meeting Minutes
 - Presentation by the Virginia Department of Criminal Justice Services for the Town’s 2017 Re-Certification as a Certified Crime Prevention
 - Motion to Accept Recommendation from Nominating Committee to fill Town Council Vacancy.
 - Closed Session on Personnel Matters with Town Manager
-

**POLICE
COMMITTEE**



**Town of Smithfield
Special Event Application for Permit**

Event Date <small>(don't include setup dates here)</small>	Times <small>(don't include setup or street closure times here)</small>	Proposed Location
Friday, Dec. 8, 2017	6 to 9 p.m.	100-300 blocks of Main Street

Event Name	Smithfield Christmas Evening Market
Event Organizer (Group Name)	Smithfield Farmers Market
Tax Exemption ID Number	
Website	www.smithfieldfarmersmarket.org

Event Contacts					
Name	Cheryl Ketcham	Cell Phone	757-375-3031	Email	cketcham@isleofwightus.net
Name		Cell Phone		Email	

1st Time Event		Annual Event- how many times has event taken place?	4
Event Category <input checked="" type="checkbox"/> Festival <input type="checkbox"/> Concert <input type="checkbox"/> Parade <input type="checkbox"/> Run/Walk <input type="checkbox"/> Bike Race/Tour <input type="checkbox"/> Car Show Other _____			
Description of Event			
Christmas festival along Main Street, with about 125 vendors, live music and food.			
Average Ticket Price	\$free	Participants will be <input type="checkbox"/> youth <input type="checkbox"/> adults <input checked="" type="checkbox"/> both	
Expected Attendance	7,000	Largest Attendance Number and Year	12,000 in 2015
What is your plan in the event of bad weather-cancel, reschedule?		cancel	

Road Closures, Traffic Assistance, Windsor Castle Park Trail Closures			<input type="checkbox"/> Closure
Street Name or Park Area	Closure or Traffic Assist	Date Needed	Times Needed
Main Street	Closure	12/8/17	3 to 11 p.m.

Road Closures, if approved, will start at least 1 hour before event start. Signage with closure times is placed out in advance of closure.

Alcohol Service and/or Sales? <input checked="" type="checkbox"/> Alcohol		Having music- live bands or DJ? <input checked="" type="checkbox"/> Music	
Date	Times	Date	Times
12/8/17	6 to 9 p.m., 1750 Courthouse	12/8/17	6 to 9 p.m.

List benefits of your event to the community	List Recipients of Proceeds
It will be a great event for locals, plus it will bring in a large number of outside visitors, which will help local restaurants and stores, especially along Main Street.	Rotary Club will sell alcohol at 1750 Courthouse and will use proceeds for charity.



**Town of Smithfield
Special Event Application for Permit**

Check any of the following that your event will include.

Item	Number	Item	Number
<input type="checkbox"/> Food, Caterer		<input checked="" type="checkbox"/> Food, by Organization	Approx.. 15
<input checked="" type="checkbox"/> Retail Vendors Non-Profit	Approx.5	<input checked="" type="checkbox"/> Retail Vendors For Profit	Approx.. 100
<input checked="" type="checkbox"/> Port-a-Potties	12	<input type="checkbox"/> Fencing/Barricades	
<input checked="" type="checkbox"/> Trash Cans		<input checked="" type="checkbox"/> Generators	
<input checked="" type="checkbox"/> Dumpsters	1	<input type="checkbox"/> Special Lighting	
<input type="checkbox"/> Recycle Containers		<input checked="" type="checkbox"/> Golf carts/ATVs	1
<input type="checkbox"/> First Responders- EMS, Fire			
Item	Number	Sizes	
Tents	Approx. 100	10x10	
Staging			
<input checked="" type="checkbox"/> Allowing pets		<input type="checkbox"/> Fireworks	<input checked="" type="checkbox"/> Providing Shuttle Service

Certificate of insurance for \$1,000,000 is required (certificate of insurance must be presented prior to event)	
Policy Number	Through Isle of Wight County
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 special events held in the Town of Smithfield.

Event Organizer's Signature	Cheryl Ketcham	Date	9-11-17
Print Name	Cheryl Ketcham		

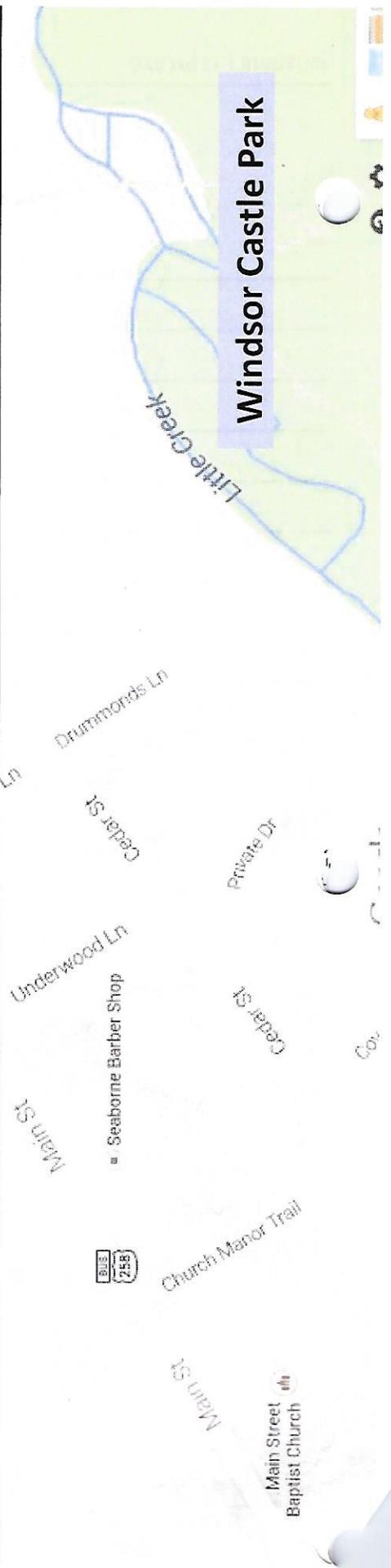
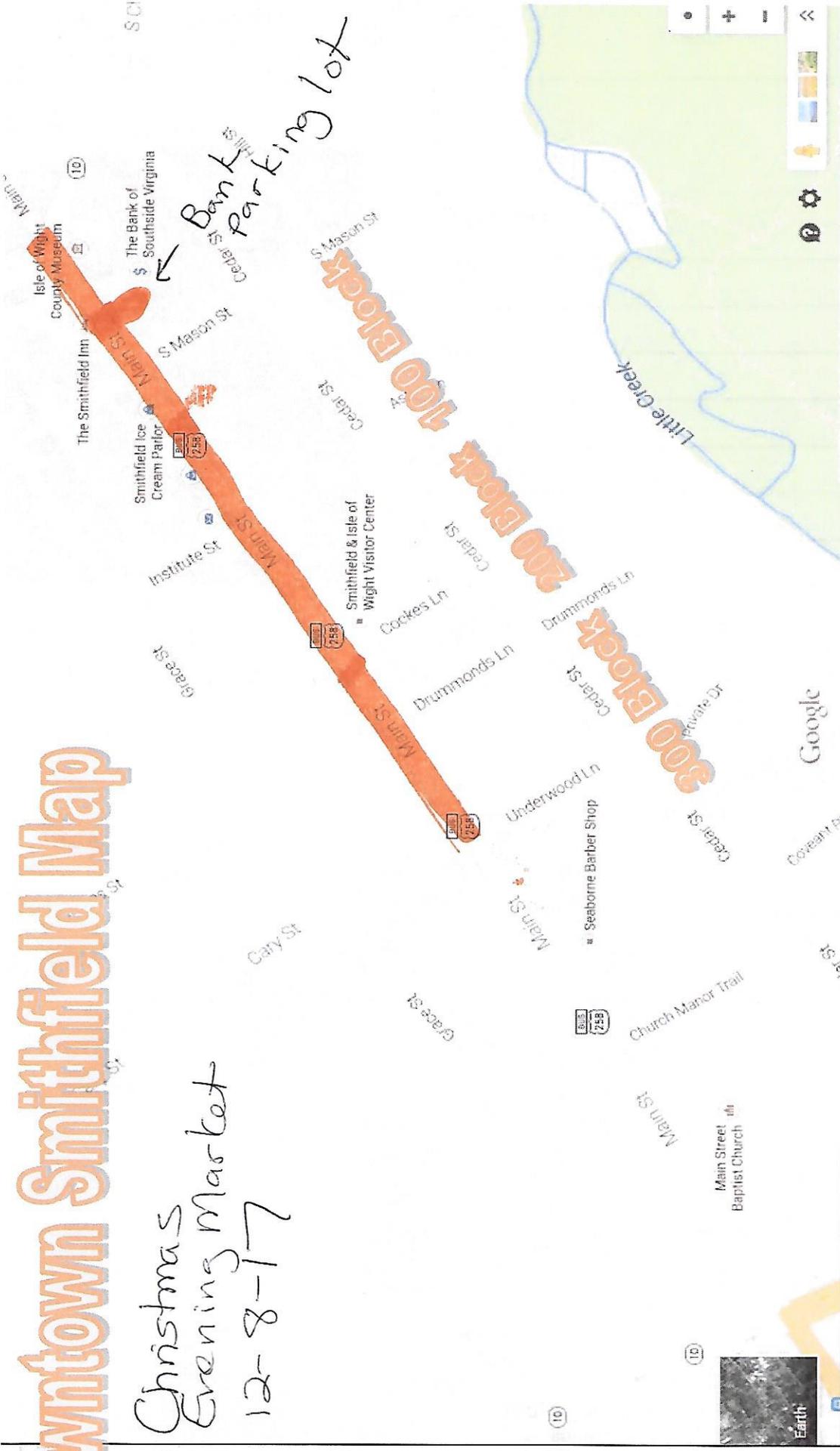
Attach the following documents:

Flyers or any promotional materials about event or organization
Site Map/Layout of Event

Downtown Smithfield Map

Christmas
Evening Market
12-8-17

Bank
Parking lot



Windsor Castle Park



**Town of Smithfield
Special Event Application for Permit**

Event Date <small>(don't include setup dates here)</small>	Times <small>(don't include setup or street closure times here)</small>	Proposed Location
December 9, 2017	10:00 a.m.- 11:30 a.m.	Historic Main Street
		Streets: Cedar, Underwood, Mason, Grace, Ends on James

Event Name	Genuine Smithfield Christmas Parade
Event Organizer (Group Name)	Tourism/Terry Rhinier
Tax Exemption ID Number	54-6001361
Website	VisitSmithfieldVa.com

Event Contacts					
Name	Terry Rhinier	Cell Phone	757-814-5170	Email	Terry.rhinier@iwus.net
Name		Cell Phone		Email	

1st Time Event		Annual Event- how many times has event taken place?	27 years or more
Event Category <input type="checkbox"/> Festival <input type="checkbox"/> Concert <input checked="" type="checkbox"/> Parade <input type="checkbox"/> Run/Walk <input type="checkbox"/> Bike Race/Tour <input type="checkbox"/> Car Show Other _____			
Description of Event			
Genuine Smithfield Christmas parade			
Average Ticket Price	\$Free	Participants will be <input type="checkbox"/> youth <input type="checkbox"/> adults <input checked="" type="checkbox"/> both	
Expected Attendance	10,000	Largest Attendance Number and Year	2015 10,000
What is your plan in the event of bad weather-cancel, reschedule?		Very bad Weather - canceled	

Road Closures, Traffic Assistance, Windsor Castle Park Trail Closures			<input type="checkbox"/> Closure
Street Name or Park Area	Closure or Traffic Assist	Date Needed	Times Needed
Main Street	Closure and Traffic Assist	12/10/16	8:00 am- 1:00pm
Cedar Street	Make one-way at 8:00 am		8:00 am – 11:30
	From Church to Underwood		

Road Closures, if approved, will start at least 1 hour before event start. Signage with closure times is placed out in advance of closure.

Alcohol Service and/or Sales? <input type="checkbox"/> Alcohol		Having music- live bands or DJ? <input checked="" type="checkbox"/> Music	
Date	Times	Date	Times

List benefits of your event to the community	List Recipients of Proceeds
Promotes Community Partnerships	
Heads in Beds, People in Restaurants	



**Town of Smithfield
Special Event Application for Permit**

Check any of the following that your event will include.			
Item	Number	Item	Number
<input type="checkbox"/> Food, Caterer		<input type="checkbox"/> Food, by Organization	
<input type="checkbox"/> Retail Vendors Non-Profit		<input type="checkbox"/> Retail Vendors For Profit	
<input checked="" type="checkbox"/> Port-a-Potties		<input checked="" type="checkbox"/> Fencing/Barricades	
<input checked="" type="checkbox"/> Trash Cans		<input type="checkbox"/> Generators	
<input type="checkbox"/> Dumpsters		<input type="checkbox"/> Special Lighting	
<input type="checkbox"/> Recycle Containers		<input checked="" type="checkbox"/> Golf carts/ATVs	
<input checked="" type="checkbox"/> First Responders- EMS, Fire			
Item	Number	Sizes	
Tents			
Staging			
<input checked="" type="checkbox"/> Allowing pets		<input type="checkbox"/> Fireworks	<input type="checkbox"/> Providing Shuttle Service

Certificate of insurance for \$1,000,000 is required (certificate of insurance must be presented prior to event)	
Policy Number	
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 special events held in the Town of Smithfield.

<i>Event Organizer's Signature</i>	Terry Rhinier	Date	12/16/14
Print Name	Terry Rhinier		

Attach the following documents:

Flyers or any promotional materials about event or organization
Site Map/Layout of Event



ALL floats, marchers, bands and Emergency Vehicles WILL ENTER AT CEDAR & S. CHURCH STREETS to line up for the parade. Volunteers will be in place to let you know where your entry lines up along the route.

THIS IS THE PARADE AND LINEUP/DROPOFF ROUTE!

We recommend that arrive early to line up and that you make arrangements with your group/family/friends for a "meet up" spot after the parade.

Important!

You must be in place in the lineup by 10:40! The Lineup/Drop-off Route will be cut off at 10:45 when Main, Grace & Underwood are closed for the parade!

**WATER AND SEWER
COMMITTEE**

Memo

TO: Smithfield Town Council – Water and Sewer Committee
FROM: Sonja Eubank, Contracts/Procurement Administrator
DATE: September 25th 2017
RE: Mechanical, Electrical and Utility Services Contract

The Town of Smithfield has a contract with R.E.W. Corporation for the 2016/2017 fiscal year to perform mechanical, electrical and utility services with the right to renew for two additional years. The current contract will expire October 8th, 2017.

The mechanical, electrical and utility services contract includes the following type of work:

- Replace check valves, valves and piping as well as repair or replace force mains.
- Replace or repair any electrical components in pump stations as well as trouble shoot any control problems at pump stations.

There will be no changes to the current contract pricing. Staff has been pleased with the level of service provided by R.E.W. Corporation and therefore we are recommending that this contract be extended one more year.

**FINANCE
COMMITTEE**

CASH BALANCES AS OF AUGUST 2017					
ACCOUNT NAME	BANK NAME	ACCOUNT BALANCE	Current Year	Prior Year	ADJUSTED BALANCES
			Interco. Balances	Interco./Interdep Balances	
Water	Farmers Bank	1,279,133.05	(818,450.45)	-	460,682.60
Water-Debt Service	Farmers Bank	672,165.71	46,134.73	-	718,300.44
Water Capital Escrow (availability fees)	TowneBank	437,091.55	2,720.00	-	439,811.55
Water Treatment Plant Escrow	TowneBank	112,549.17			112,549.17
Water Deposit Account	TowneBank	89,901.66			89,901.66
Water Development Escrow	TowneBank	121,151.14	2,400.00	-	123,551.14
Subtotal Water		2,711,992.28	(767,195.72)	-	1,944,796.56
Sewer	Farmers Bank	561,125.62	(278,623.48)	(291,000.36)	(8,498.22)
Sewer Development Escrow	TowneBank	379,831.06	2,400.00	-	382,231.06
Sewer Capital Escrow (availability fees)	TowneBank	823,556.83	4,120.00	-	827,676.83
Sewer Compliance	Farmers Bank	1,941,462.75	57,700.28	-	1,999,163.03
Subtotal Sewer		3,705,976.26	(214,403.20)	(291,000.36)	3,200,572.70
Highway	Farmers Bank	121,965.21	(78,402.47)	-	43,562.74
General Fund	Farmers Bank	3,628,455.78	1,096,360.25	291,000.36	5,015,816.39
Payroll	Farmers Bank	245,567.23			245,567.23
Money Market-General Fund	TowneBank	2,203.46			2,203.46
Business Super Now-General Fund	Farmers Bank	33,561.84			33,561.84
Money Market-General Fund	Farmers Bank	291,877.90			291,877.90
General Fund Capital Escrow Account	TowneBank	216,349.96			216,349.96
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	1,659,538.38			1,659,538.38
Pinewood Heights Escrow	Farmers Bank	61,262.55			61,262.55
SNAP Account	Farmers Bank	2,218.75			2,218.75
Museum Account	Farmers Bank	161,214.28			161,214.28
Windsor Castle Acct	TowneBank	84,500.00			84,500.00
S. Church Street Account	TowneBank	36,358.86	(36,358.86)	-	-
Subtotal General Fund		6,986,826.99	1,060,001.39	291,000.36	8,337,828.74
TOTAL ALL FUNDS		13,526,760.74	-	-	13,526,760.74



Account Statement

August 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
510,467.61	512,632.43	0.00	43.48	524.05	513,435.99	510,948.18	322.99

Transactions

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	NAV	Shares	Realized GL
08/15/2017	Withdrawal		43.48		10.055378	4.324	0.00
08/15/2017	Income Earned	258.79			10.055378	25.736	
08/31/2017	Income Earned	265.26			10.057808	26.374	
08/31/2017	Ending Balance			513,435.99	10.057808	51,048.498	



Account Statement

August 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: 1.20%

	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
08/31/2017	Ending Balance			0.000	



Daily Rates

August 2017

VIP Stable NAV Liquidity Pool

Date	Dividend Rate	Annual Yield
01-Aug-17	0.000032468	1.19%
02-Aug-17	0.000032468	1.19%
03-Aug-17	0.000032195	1.18%
04-Aug-17	0.000032468	1.19%
05-Aug-17	0.000032468	1.19%
06-Aug-17	0.000032468	1.19%
07-Aug-17	0.000032742	1.20%
08-Aug-17	0.000032742	1.20%
09-Aug-17	0.000032742	1.20%
10-Aug-17	0.000032742	1.20%
11-Aug-17	0.000032742	1.20%
12-Aug-17	0.000032742	1.20%
13-Aug-17	0.000032742	1.20%
14-Aug-17	0.000032742	1.20%
15-Aug-17	0.000032742	1.20%
16-Aug-17	0.000032742	1.20%
17-Aug-17	0.000032742	1.20%
18-Aug-17	0.000032742	1.20%
19-Aug-17	0.000032742	1.20%
20-Aug-17	0.000032742	1.20%
21-Aug-17	0.000032742	1.20%
22-Aug-17	0.000032742	1.20%
23-Aug-17	0.000032742	1.20%
24-Aug-17	0.000032742	1.20%
25-Aug-17	0.000033014	1.21%
26-Aug-17	0.000033014	1.21%
27-Aug-17	0.000033014	1.21%
28-Aug-17	0.000033014	1.21%
29-Aug-17	0.000033014	1.21%
30-Aug-17	0.000033014	1.21%
31-Aug-17	0.000032740	1.20%

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



ENGINEERING CORP.
An Affiliate of Gately Communication Co.

DCJS License# 11-2013
503 Industry Drive
Hampton, VA 23661
757-826-1518

Invoice

Invoice Number	Invoice Date
16-00821	08/31/17

Bill To
Town of Smithfield Frances Hyde 310 Institute Street Smithfield, VA 23430

Ship To
Town of Smithfield Frances Hyde 310 Institute Street Smithfield, VA 23430

Ship Via	
Ship Date	
Terms	1%15, Net 30

Customer ID	SMIT003
P.O. Number	
Order Date	07/21/17
Our Order No.	Order 12479
SalesPerson	Henry John VanDyke, III
Department	SAL

Item	Description	Equip Serial No.	Order Qty	Qty	Unit Price	Total Price
S2-EXT-32-WM	S2 Netbox Extreme Controller	0010436	1	1	3,100.00	3,100.00
S2-NN-E-WM	S2 Wall Mount Netbox	46442	1	1	1,350.00	1,350.00
S2-NN-E-WM	S2 Wall Mount Netbox	46443	1	1	1,350.00	1,350.00
S2-ACM	S2 Access Blade		8	8	580.00	4,640.00
MISC	Misc Materials / Connectors		1	1	100.00	100.00
INSTALL	Installation		1	1	3,600.00	3,600.00
	Quote to upgrade existing Door Access System new S2 system. (48hr)					

Subtotal	14,140.00
Invoice Discount	0.00
Sales Tax	0.00
Total	14,140.00



ENGINEERING CORP.
An Affiliate of Gately Communication Co.

DCJS License# 11-2013
503 Industry Drive
Hampton, VA 23661
757-826-1518

Invoice

Invoice Number	Invoice Date
16-00841	09/06/17

Bill To
Town of Smithfield Frances Hyde 310 Institute Street Smithfield, VA 23430

Ship To
Town of Smithfield Frances Hyde 310 Institute Street Smithfield, VA 23430

Ship Via	
Ship Date	
Terms	1%15, Net 30

Customer ID	SMIT003
P.O. Number	PB08232017
Order Date	08/23/17
Our Order No.	Order 12527
SalesPerson	Henry John VanDyke, III
Department	SAL

Item	Description	Equip Serial No.	Order Qty	Qty	Unit Price	Total Price
MISC	Access Control Cable		1	1	120.00	120.00
SUBCONTRACT	Subcontract (Locksmith)		1	1	500.00	500.00
INSTALL	Installation / Programming		1	1	1,300.00	1,300.00

VENDOR # _____
ACCOUNT # 4.100.432.00.8100
DEPT HEAD _____
TOWN MANAGER _____

Subtotal	1,920.00
Invoice Discount	0.00
Sales Tax	0.00
Total	1,920.00



Local Roots,
Global Reach

Isle of Wight County

PO Box 80
Isle of Wight, VA 23397
757-365-6273

Original

INVOICE

Invoice Date	Invoice No.
09/05/2017	1778
Customer Number	
399376	
Invoice Total Due	
\$104,390.07	
Amount Paid	

FY17 TOURISM TRUE UP

Due upon receipt

B
I
L
L
T
O

TOWN OF SMITHFIELD
PO BOX 246
SMITHFIELD, VA 23431-

09350182018000001778000104390075

Isle of Wight County , Isle of Wight, VA 23397				Invoice Date	09/05/2017	Customer Number	399376
Description	Quantity	Price	UOM	Original Bill	Adjustment	Paid	Amount Due
TOURISM SHARED EXPENSES W/AGENCIES	1.00	\$104,390.07	EACH	\$102,616.40	\$1,773.67	\$0.00	\$104,390.07
Please make checks payable to Isle of Wight County					Invoice Total:	\$104,390.07	

\$13,176.68 below budget

VENDOR # _____

ACCOUNT # _____

DEPT HEAD _____

TOWN MANAGER _____

INVOICE DUE UPON RECEIPT

**ISLE OF WIGHT COUNTY
FISCAL YEAR 2016-17
TOURISM TRUE-UP**

	AMOUNT
EXPENDITURES	
FY 17 Expenses	\$ 456,295.29
EXPENSES PAID BY SMITHFIELD	-
TOTAL EXPEDITURES	<u>\$ 456,295.29</u>
REVENUES	
CHARGES FOR TOURISM (Revenue)	305.00
CHARGES FOR TOURISM (Revenue)	12,077.66
CHARGES FOR TOURISM (Revenue)	-
TOTAL REVENUE	<u>\$ 12,382.66</u>
NET EXPENDITURES	\$ 443,912.63
1/2 OF NET EXPENDITURES DUE FROM SMITHFIELD	\$ 221,956.32
NET REVENUE COLLECTED BY SMITHFIELD NOT SENT TO ISLE OF WIGHT	\$ -
TOTAL SMITHFIELD TOURISM COSTS	<u>\$ 221,956.32</u>
TOTAL PAYMENTS RECEIVED FROM SMITHFIELD	\$ 117,566.25
DUE FROM / (DUE TO) SMITHFIELD	<u><u>\$ 104,390.07</u></u>



ISLE OF WIGHT COUNTY
YEAR-TO-DATE BUDGET REPORT

09/05/2017 09:18
mmayo

FOR 2017 13

ACCOUNTS FOR: 110 General Fund	ORIGINAL APPROP	TRANSFERS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
11817000 Tourism							
11817000 511000 Salaries and Wages	187,303	0	187,303	187,303.20	.00	-.20	100.0%*
11817000 512000 Overtime	0	0	0	80.54	.00	-80.54	100.0%*
11817000 513000 Part-Time Salaries	67,939	0	67,939	66,080.78	.00	1,858.22	97.3%
11817000 521000 Fica & Medicare Be	19,526	0	19,526	19,062.43	.00	463.57	97.6%
11817000 522100 VRS - Retirement B	16,782	0	16,782	16,782.24	.00	-.24	100.0%*
11817000 523000 Hospital/Medical P	30,684	0	30,684	30,749.75	.00	-65.75	100.2%*
11817000 524000 Group Life Insuran	2,454	0	2,454	2,453.52	.00	.48	100.0%
11817000 528100 Deferred Comp	840	0	840	840.00	.00	.00	100.0%
11817000 531700 Professional Servi	2,600	0	2,600	.00	.00	2,600.00	.0%
11817000 533100 Repairs & Maintena	250	0	250	.00	.00	250.00	.0%
11817000 536500 Marketing	54,503	153	54,656	51,267.14	.00	3,388.90	93.8%
11817000 538650 Technology Service	8,831	0	8,831	8,831.00	.00	.00	100.0%
11817000 538655 Risk Management Se	1,070	0	1,070	1,070.00	.00	.00	100.0%
11817000 551000 Utilities	2,700	550	3,250	2,810.50	.00	439.50	86.5%
11817000 552100 Postage	1,500	0	1,500	1,253.97	.00	246.03	83.6%
11817000 552300 Telephone (Voice a	4,730	997	5,727	5,891.89	.00	-164.93	102.9%*
11817000 554200 Lease/Rental of Bu	27,915	0	27,915	27,000.00	.00	915.00	96.7%
11817000 555010 Travel & Training	3,600	1,593	5,193	5,193.38	.00	.00	100.0%
11817000 555555 P Card Suspense	0	1	1	.00	.00	1.00	.0%
11817000 558070 Special Events	19,350	-2,143	17,207	18,276.45	.00	-1,069.83	106.2%*
11817000 558100 Dues & Association	1,515	0	1,515	1,768.00	.00	-253.00	116.7%*
11817000 560010 Office Supplies	5,500	0	5,500	3,712.29	.00	1,787.71	67.5%
11817000 560050 Custodial Supplies	100	0	100	.00	.00	100.00	.0%
11817000 560060 Copier Costs	3,091	0	3,091	4,802.35	.00	-1,711.35	155.4%*
11817000 560080 Fleet	1,751	0	1,751	1,065.86	.00	685.14	60.9%
TOTAL Tourism	464,534	1,151	465,685	456,295.29	.00	9,389.71	98.0%
TOTAL General Fund	464,534	1,151	465,685	456,295.29	.00	9,389.71	98.0%
TOTAL EXPENSES	464,534	1,151	465,685	456,295.29	.00	9,389.71	98.0%

**PARKS AND RECREATION
COMMITTEE**

Parks and Recreation Operation Update

September 2017

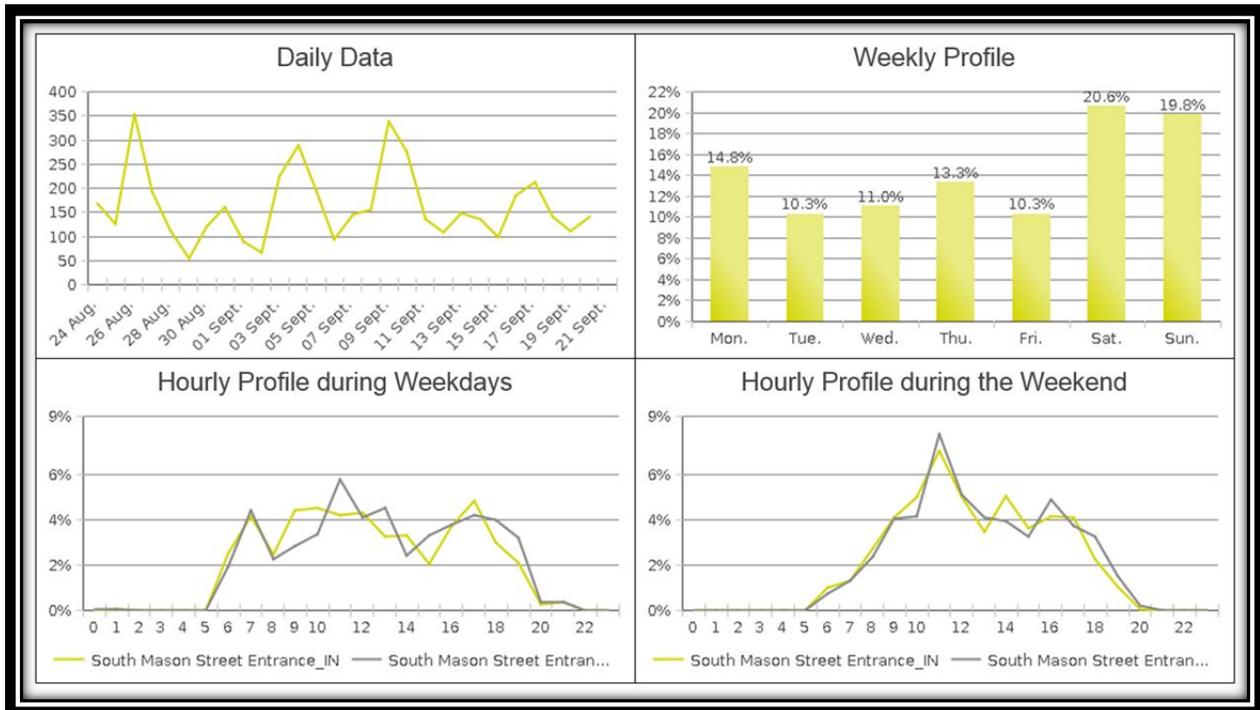
Park Facilities Event Listing			
Day	Date	Event Type	Location
Mon	Aug 28	Committee Meetings	Smithfield Center
Tue	Aug 29	Committee Meetings	Smithfield Center
Wed	Aug 30	Town Staff Meeting	Smithfield Center
Sat	Sep 2	Wedding Ceremony Wedding Reception	Windsor Castle Smithfield Center
Tue	Sep 5	WCFB Meeting Town Council	Smithfield Center Smithfield Center
Wed	Sep 6	Wedding Ceremony and Reception	Smithfield Center
Sat	Sep 9	Birthday Party Wedding Reception	Windsor Castle Picnic Area Smithfield Center
Sun	Sep 10	Manor House Grounds Tour Wedding Ceremony Wedding Reception	Windsor Castle Manor House Windsor Castle Smithfield Center
Tue	Sep 12	Tourism Meeting Pinewood Heights Meeting Planning Commission	Smithfield Center Smithfield Center Smithfield Center
Wed	Sep 13	Business Meeting Town Staff Meeting Windsor Castle Restoration Committee	Smithfield Center Smithfield Center Smithfield Center
Thu	Sep 14	Banquet	Smithfield Center
Sat	Sep 16	Wedding Reception	Smithfield Center
Tue	Sep 19	Schoolhouse Committee Meeting Crimeline Meeting BHAR	Smithfield Center Smithfield Center Smithfield Center
Wed	Sep 20	Sports Complex Meeting	Smithfield Center
Thu	Sep 21	Smithfield Women's Club Kiwanis Installation Dinner	Smithfield Center Smithfield Center
Sat	Sep 23	Ruritan Car Show Wedding Reception	Main Street Smithfield Center
Upcoming Special Events			
Sat	Sep 30	Aiken Fest	Smithfield Little Theater
Sat	Sep 30	Autumn Vintage Market	Main Street
Fri	Oct 6	Homecoming Parade	Main Street
Sat	Oct 7	Bacon Festival	Windsor Castle
Tue	Oct 10	Candidates Forum	Smithfield Center
Sat	Oct 14	Hog Jog	Town Streets
Tue	Oct 17	Candidates Forum	Smithfield Center
Sat	Oct 21	Smithfield Century Bike Tour	Windsor Castle
Sat	Oct 21	Isle of Wight Schools Gala	Smithfield Center
Sat	Oct 28	Horsepower on Main Street	Main Street
Tue	Oct 31	Halloween	Downtown

Parks and Recreation Operation Update

September 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: 164		Busiest Day of the Week: Saturday	
Busiest Days	Saturday, August 26 (353)	Saturday, September 09 (338)	Monday, September 04 (288)



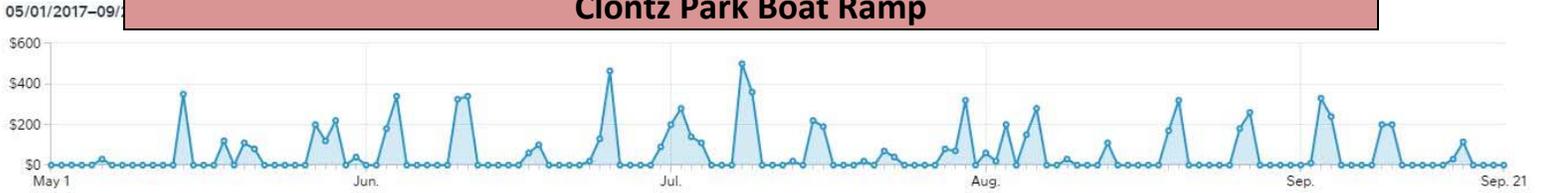
Trail Doc Projects and Hours		
Trail Docs have earned over 368 Volunteer Hours since January.		
Projects completed	Leaf blowing	Trail repair and Maintenance
	Ivy removal	Tree of Heaven & Stilt Grass Eradication
	Playscape Maintenance	Erosion Ditch Construction
	Bag Worm Removal from trees	

Parks and Recreation Operation Update

September 2017

Kayak Rentals			
Net as of 9/21/17	\$ 8205	Averaging Per Weekend	\$ 410 per weekend
Staffing Hours	\$ 4130		
Net after Staffing Hours	\$ 4075		

Clontz Park Boat Ramp



Attended RFAB Meeting on Monday, September 11th.

Joe Luter Jr. Sports Complex

Update by Brian Camden.

Parks and Recreation Operation Update

September 2017

Park Projects			
In Progress Projects			
Project Name	Location	Applicant Name	Description
Orienteering 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"> Kyle marked locations for orienteering post and those locations were reviewed and approved by Town Staff
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>
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
Tree Identification	Windsor Castle	Girl Scout Troop 622	2014

Joseph W. Luter, Jr.
Sports Complex



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

September 21, 2107

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

JOSEPH W. LUTER JR. SPORTS COMPLEX - PROJECT UPDATE NO 7

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 September.

RAD Sports Construction: Site Work General:

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. As you may remember, the asphalt paving was value engineered out of the project due to budget constraints but has been recently added back into RAD's scope of work by way of a pending change order. However, all of the areas originally designed to receive asphalt, roads and parking areas, had already been built with gravel to finish grade elevations, and now must be adjusted and re-graded to accommodate asphalt. RAD is waiting on a revised grading plan from the engineers to start work.

Completed and/or current construction activities for this period:

- Ballfields are mostly complete.
- Hydro-seeding is ongoing.
- The bleachers are installed, the score boards are installed and the running tracks are installed.
- The sprinkler system appears to be working fine and a substantial stand of grass is growing in the athletic fields.
- The maintenance of erosion control devices is on-going.



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Ph. 757.533.9368

Major tasks for the next month:

- Re-grade gravel in parking areas to accept asphalt.
- The landscape subcontractor is scheduled to start plant installation on October 16.
- Have geotechnical engineer test and inspect subgrade material at main entrance, implement any stabilization recommendations.
- Proof-roll subgrade material at main entrance roadway and install gravel.
- Install asphalt.
- Monitor and maintain all erosion control devices.

Work Outside of the Site Contractor's Scope:

As we reported last month, the new turn lane from Courthouse Highway resulted in the masonry entrance walls being moved back into the site approximately 20 feet. This will affect the installed drainage swale configuration and the engineers are reviewing.

Financial Update:

Original Contract Amount:	\$2,578,800.00
Change Orders (#1 credit)	(101,633.68)
Change Order #2 -Electrical Panel	10,980.00
Change Order #3- Asphalt Driveway	27,850.00
Change Order #4- Lights at Entrance Sign	3,860.00
Current Contract Amount with Change Orders:	\$2,519,856.32

(Note; the contractor has not submitted their September billing as of this report)

Issues:

The contractor continues to have difficulty complying with storm water control regulations and the County is notifying the Town of these discrepancies.

Pending Change Orders:

1. As we reported last month, the 5-HP irrigation pump originally designed for the ballfields were inadequate to reach all of the ballfield areas. Consequently a 5-HP pump was removed and the stronger 7.5 HP pump was installed. The cost to install the 7.5 HP pump is \$5,404.00. The engineer, Kimley-Horn, has stated the position that this was a design/build scope of work and the contractor should pay the cost. We have discussed this issue with both RAD and the well



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subcontractor, Christian Pugh, and have negotiated a lower cost of \$4,290.00.

2. As we reported last month, Mr. Luter has requested that the asphalt be installed in the two parking areas. 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 +/-.

Potential Change Orders:

- As we reported last month, the subgrade road material under the main entrance from Courthouse Highway into the site appears to be marginally acceptable from a stability perspective. The geotechnical engineer is still evaluating but it does appear that, at a minimum, a geotechnical fabric will need to be installed and possibly an undercut operation undertaken to insure roadway stability.
- The Town has requested that additional baseball bases are be added to some of the ballfields.
- The Town has requested that additional bleachers may be added to some of the ballfields. The engineers will request a cost from RAD but the Town may purchase the bleachers independently.
- The Town has requested that the protective fence in front of the precast dugouts be moved about four feet into the infield to accommodate a larger ball team. The engineers are preparing a sketch for pricing.

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. However, assuming the grading plan is submitted and the price approved by the end of September, then a project completion date of October 30 is realistic.

A.R Chesson Construction Co., Building Contract - General:

General:

The contractor, A. R. Chesson Construction Company's production has been delayed somewhat during the past month, due mainly to correcting non-compliant work. Several areas of newly poured concrete sidewalks surrounding the building developed cracks



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Virginia Beach, VA 23452
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and were rejected by Program Manager. Subsequently, these concrete sections had to be removed and re-poured with adequate expansion joints installed.

Also, there were some areas of roof flashing that appeared to be in noncompliance with contract documents and these conditions had to be removed and reworked.



Completed and or current construction activities for this period:

- A Keying Meeting was conducted and a keying schedule was approved.
- Roof flashing detailing is on-going.
- All doors have been installed as has most of the hardware.
- All plumbing fixtures except the electric water cooler have been installed.
- The security gates have been installed.
- The building has been painted.
- The Press-Box finishes are built.
- The concrete floor has been grinded and polished.



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- Concrete sidewalks have been repaired.
- Electrical trim-out work is ongoing.

Issues:

As we noted in our report last month, the monumental masonry walls/sign on Courthouse Highway needed to be moved back into the site approximately twenty feet due to the new turning lane. As of this date, we know of no additional cost associated with this relocation but it does now appear that the wall foundations will need to be deepened.

Major Tasks for Next Month

- Install locks and keying.
- Complete final electrical trim work.
- Perform final electrical, plumbing and mechanical inspections.
- Contractor to perform internal punch-list inspection.
- Continue equipment testing.
- Complete punch list work.

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
Current Contract Amount with Change Orders:	\$644,217.99

Possible Change Orders:

- The concrete footing/foundation for a portion of the eastern masonry entrance wall will need to be lowered to achieve structural stability.
- The subgrade material under the proposed concrete footing/foundations on the western masonry entrance is pumping and may need to be over-excavated and replaced with better material.

Schedule Update:

The contractor has failed to achieve the Substantial Completion date of September 8.



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However, the main scope of work, the masonry entrance walls, was delayed due to the turn lane change. The contractor anticipates requesting punch-list inspections of the building on September 29 and, not including the masonry entrance walls, Substantial Completion should be achieved by the middle of October.

Issues:

At this time, and up 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.

Conclusion:

As you are aware, there are several changes and additions being implemented at the project site to include adding back asphalt, regrading gravel areas, geotechnical undercuts, and adding statues, along with others. We note that these changes and enhancements are normal at this late stage of a project as the owner more clearly defines the end-user requirements and the final functionality of the entire facility.

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





295 Bendix Road, Suite 340
Virginia Beach, VA 23452
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**PUBLIC WORKS
COMMITTEE**



----- Proposal -----

Proposal No.

1406

The Blair Bros., Inc.

P.O. Box 5413
1 Blair Brothers Rd.
Suffolk, VA 23435

Phone: (757) 538-1696 Fax: (757) 538-0714

SWAM Certification Number: 664748



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

Date
9/21/2017
Project Name/Location
S. Mason St.

Description	Total
<p>We propose to furnish all labor, materials and equipment to accomplish the following to mill and overlay +/- 310 linear feet on S. Mason St., south of Cedar St.:</p> <ol style="list-style-type: none"> 1. Mill approximately 830 square yards at an average of 4" 2. Clean up and haul millings off site 3. Overlay milled surface with approximately 92 tons of IM19.0 asphalt at an average of 2" 4. Provide traffic control (flaggers). <p>We specifically exclude any permits, tests, inspections, bonds, etc.; herbicide; undercut or fill; unstable sub-grade, underground utilities; topsoil, seeding or landscaping; prime, prime & cover; environmental structures; damage to existing trees or plants; or asphalt markings. All work shall be weather permitting. Hand work asphalt may not be as smooth as machine laid asphalt. One mobilization is included.</p> <p>LIQUID ASPHALT CLAUSE: This quote must become part of any contract drawn up from its content. Liquid asphalt (AC) at the time of this quote is \$371.00 per ton. At the time of asphalt installation the total price shall be adjusted per the cost per ton of AC at that time.</p> <p>Total Proposed Sum:</p>	25,330.00

Thank you for the opportunity to quote, we appreciate your business.	Total: \$25,330.00
--	---------------------------

<p>Payment Terms and Conditions: This proposal, when accepted, confirms the agreement between the customer and The Blair Bros., Inc. for the completion of the above described work and/or changes approved with both parties. Payment terms, Net 30 days. If full payment is not made within the 30 days of the date of the invoice date, a late charge of 2% per month will be placed on the balance outstanding. The customer agrees to pay the service charges and the cost of collection, including attorney's fees.</p>	<p>Authorized Signature: </p> <p style="font-size: small; text-align: center;">Note: This proposal may be withdrawn by us if not accepted within 30 days.</p>
--	--

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

Date of Acceptance: _____ Signature: _____



8090 Villa Park Drive
Richmond, Virginia 23228
(804) 264-2228 • Fax (804) 264-8773
www.daa.com

September 22, 2017

Mr. Peter M. Stephenson, AICP ICMA – CM, Town Manager
Town of Smithfield
310 Institute Street
P.O. Box 246
Smithfield, Virginia 23431

**RE: Proposal for Engineering Services
Inundation Study, Hazard Classification and Emergency Action Plan
Draper Aden Associates Project No. HR04103 - 00P**

Dear Mr. Stephenson:

On behalf of Draper Aden Associates, thank you for allowing us the opportunity to present our proposal for professional engineering services for the Smithfield Lake Dam located in Smithfield, Virginia.

1.0 BACKGROUND

In pursuit of obtaining a regular Operation and Maintenance Certificate from the Virginia DCR Dam Safety Division, the Town of Smithfield must complete the following tasks:

- Task A: A Hazard Classification Study,
- Task B: An Inundation Mapping, and
- Task C: An Emergency Action Plan

In support of completing the tasks listed above, and at the request of the Town of Smithfield, Draper Aden Associates submitted three grant application requesting 50 percent funding assistance from the DCR Dam Safety Division. It is our understanding that Town Council approved the three grant agreements on August 29, 2017, and, per the agreements, the Town of Smithfield now has 12 months to complete the tasks.

2.0 SCOPE OF SERVICES

Draper Aden Associates proposes the following scope of services to complete the tasks listed above:

A. Hazard Classification

The objective of this Hazard Classification Analysis is to determine the appropriate hazard classification for Smithfield Lake Dam in accordance with the Virginia Impounding Structure Regulations to protect the public downstream of the dam.

In 2013, a detailed hydrologic analysis of Smithfield Lake Dam was completed in order to assess the hydraulic capacity of the current spillway configuration. The analysis determined that Smithfield Lake Dam's current spillway capacity is only capable of passing approximately sixteen (16) percent of the probable maximum flood (PMF) without overtopping the embankment. The dam embankment is traversed by Waterworks Road, and the presence of the road indicates that the hazard potential classification for Smithfield Lake Dam is at least "Significant", however and additional analyses is required to determine the appropriate hazard classification and corresponding spillway design flood. This analysis will be completed as follows:

- a. Updating the hydrologic model completed in 2013 to include (1) revised curve numbers based on watershed soil data recently published by the NRCS, and (2) the new governing PMP values for the 6-, 12- and 24-hour durations for the watershed. The new governing PMP values will be determined using the PMP Evaluation Tool and the "Virginia PMP Watershed Calculation Spreadsheet: and will include analysis of the three storm types: general, local and tropical.
- b. The updated hydrologic model will be used to generate the reservoir inflow hydrographs for the PMF, 0.5-PMF, and other events.
- c. A HEC-RAS hydraulic model will be created with geometry developed from terrain data available from the VGIN. The hydraulic model will be used to evaluate the breach and non-breach scenarios to determine the appropriate hazard classification for Smithfield Lake Dam.
- d. The Hazard Classification will establish the required spillway design flood for Smithfield Lake Dam. The hazard classification analysis will be documented in the Hazard Classification Report, which will serve as the basis for the future inundation mapping and Emergency Action Plan projects.

B. Inundation Mapping

Dam safety requires that a set of maps be developed that identify areas that would be expected to be flooded from an uncontrolled release of water from the reservoir.

It is assumed that this project will be undertaken following the completion of the Hazard Classification and that the hydrologic and hydraulic modeling completed for the Hazard Classification will be utilized. This task will be completed as follows:

- a. Hydraulic models developed previously will be used to evaluate the inundation areas as specified under 4VAC50-20-54.
- b. Inundation maps, meeting the requirements of 4VAC50-20-54 will be prepared. Because the maps will be developed based on newly developed hydraulic models, digitization is not required as part of this project. The development of the maps will be documented in a report.
- c. Draft maps will be provided for review prior to the production of the Final maps. Maps will be provided in pdf format. Shapefiles of inundation areas and other digital files will also be provided to facilitate future updating of maps.

C. Emergency Action Plan

All significant and high hazard dams must have an up-to-date emergency action plan. Completion of this project would enhance the emergency response efforts for Smithfield Lake Dam, contribute to public safety, and satisfy the requirements of Dam Safety.

It is assumed that this project will be undertaken following the completion of the Hazard Classification and Dam Break Inundation Zone Analysis, Mapping and Digitization. This task will be completed as follows:

- a. Dam Break Inundation Zone Mapping, developed previously, will be used as the basis for developing an Emergency Action Plan, which will be prepared to meet the requirements of 4VAC50-20-175. If necessary, based on coordination with local stakeholders and VADCR, the maps will be updated.
- b. The Emergency Action Plan will include a notification chart with current contact information of responsible parties. The Emergency Action Plan will be provided in both pdf and editable formats.

3.0 DELIVERABLES

A. Hazard Classification

The hazard classification analysis will be documented in the Hazard Classification Report, which will be provided in PDF format.

B. Inundation Mapping

Maps will be provided in pdf format. Shapefiles of inundation areas and other digital files will also be provided to facilitate future updating of maps.

C. Emergency Action Plan

The Emergency Action Plan will be provided in hard-bound-copy, pdf and editable formats.

4.0 SCHEDULE

A. Hazard Classification

It is anticipated that the Hazard Classification Analysis project will take 9 months to complete.

B. Inundation Mapping

It is anticipated that the development of the inundation maps can be completed within 2 months of the completion of the Hazard Classification.

A. Emergency Action Plan

Allowing for coordination with project stakeholders, it is expected that Emergency Action Plan Preparation will take approximately 6 months to complete, following the completion of Tasks A & B.

5.0 FEES

The following fee is based on our current understanding of the project and the assumptions stated herein. The fee for the above mentioned services will be billed on a lump sum basis.

A. Hazard Classification	\$23,980.00
B. Inundation Mapping	\$12,250.00
C. Emergency Action Plan	\$10,580.00

Any changes to the project scope or schedule may affect our ultimate fee amount. Services not contained within our original scope of work will only be completed with authorization from the owner. The terms and provisions of our existing Annual Engineering Services Agreement will apply to all project work.

6.0 ASSUMPTIONS / LIMITATIONS

This proposal is based on the following assumptions:

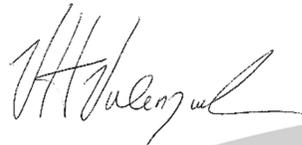
- ❖ Survey not included. Any infrastructure plans needed will be obtained from Virginia Department of Transportation, the Town or Isle of Wight County. Terrain data will be obtained from the Virginia Geographic Information Network (VGIN). GIS layers detected to land use, soil type and property information will be made available to the engineer by the Town or Isle of Wight County at no cost.
- ❖ Inflow hydrographs at Smithfield Lake Dam, for non-failure and failure analyses and runoff hydrographs for all downstream intervening watersheds that introduce flood flows into the hazard reach do not include failure impacts of any dam, highway embankments nor any other hydraulic structure that may be present on the downstream intervening watersheds.

- ❖ For non-failure and failure condition, all dams or other hydraulic structures encountered along the downstream routing reaches will be considered to not be obstructed and to remain intact, even if overtopped.
- ❖ The limits of the study for downstream routing computations will commence at Smithfield Lake Dam and extend downstream and terminate at the confluence of the Pagan River with the James River.
- ❖ Comments on draft deliverables will not include changes to the hydrologic and hydraulic modeling.
- ❖ Inundation maps and EAP will have one round of review comments and revision. No additional modeling will be performed.
- ❖ EAP Tabletop exercise not included.
- ❖ No application or review fees included.
- ❖ Dam inspection and Operation and Maintenance Certificate Application not included.
- ❖ No regulation changes will impact the scope herein.

On behalf of Draper Aden Associates, thank you for giving us the opportunity to provide our proposal for engineering services. If this proposal meets with your approval, please sign one (1) copy of the Authorization to Proceed on the following page and return it to us. Please keep the other copy of the proposal for your records. We look forward to working with you on this project. Please do not hesitate to contact us if you have any questions or require any additional information.

Sincerely,

DRAPER ADEN ASSOCIATES



Victor Valenzuela, P.E.
Project Manager



Andrew M Snyder, P.E.
Senior Program Manager

Enclosed: Standard Terms and Conditions

cc: Jessie Ewald, Paul Johnston

AUTHORIZATION TO PROCEED

I/We agree and accept Draper Aden Associates' proposal to provide the above described services. We understand the Scope of Services as provided herein and agree to the fees for these services. We further acknowledge that Draper Aden Associates will provide a proposal for any change in the Scope of Services described herein and that a signed agreement to provide those additional services will be executed prior to any work being performed.

Printed Name

Title

Signature

Date



STANDARD TERMS AND CONDITIONS

The Client and Draper Aden Associates (DAA) agree that the following provisions shall be incorporated into this agreement:

A. SERVICES OF ENGINEER

1. The standard of care for all professional engineering and related services performed or furnished by DAA under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar circumstances at the same time and in the same locality. DAA makes no warranties, express or implied, under this Agreement in connection with DAA's services.
2. For specific project requirements, reference Scope of Services attached.

B. CLIENT'S RESPONSIBILITIES

1. Provide DAA with all criteria and full information as to the Client's requirements for the Project.
2. Furnish to DAA all available information pertinent to the project upon which DAA can explicitly rely.
3. Provide written approvals of work completed.
4. Designate project representative capable of making binding decisions.
5. Pay all permitting fees.
6. Clearly identify role of the Client during bidding and construction phases.

C. TERMS OF PAYMENT

1. Fees and all other charges will be billed at least monthly as the work progresses, and the net amount shall be due upon receipt.
2. A late payment FINANCE CHARGE will be computed at the periodic rate of 1 1/2% per month, which is an ANNUAL PERCENTAGE RATE of 18%, and will be applied to any unpaid balance commencing 30 days after the date of the original invoice. Client agrees to pay such finance charges.
3. The client shall reimburse DAA for all expenses necessary for performing the professional services outlined within the proposal, plus fifteen percent (15%). Such expenses would include, but are not limited to, subdivision fees, assessment fees, and fees for governmental checking and inspection, soils engineering, soils testing, aerial topography, permits, bond premiums, title company charges, blueprints and reproduction, travel expenses, meals and lodging, long distance phone calls, photographic services, shipping/courier expenses, extra insurance coverage specifically requested by the Client, subcontractor services, and all other charges not specifically covered by the terms of this agreement.
4. In the event all or any portion of the work prepared or partially prepared by DAA is suspended, abandoned, or terminated, the client shall pay DAA for the work performed on an hourly basis or percent complete (if lump sum), not to exceed any maximum contract amount specified herein.
5. In the event of any litigation, client agrees to pay to DAA interest on all past due balances at the rate of 18 percent per annum.

6. In the event that the plans, specifications, and/or field work covered by this contract are reviewed and subject to approval by various governmental agencies; and, in the event that, due to change of policy and/or unwritten policies and/or design changes requested by said governmental agencies after the date of this agreement, additional office or field work is required, the said additional work shall be paid for by client as extra work.
7. In the event the client fails to pay DAA promptly or within thirty (30) days after invoices are rendered, then client agrees that DAA shall have the right to consider said default a total breach of the Agreement and the duties of DAA under this Agreement terminated. In such event, Client shall then promptly pay DAA for all of the fees, charges and services performed by DAA on an agreed hourly basis. Also, in such event, Client agrees to indemnify and hold harmless DAA from and against all claims, damages, losses and expenses, direct and indirect, or consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of the work by DAA, or claims against DAA related to work stoppage.
8. DAA has the right to withhold from the Client any work prepared under this Agreement until all delinquent invoices are paid in full.
9. In the event of a disputed invoice, only that portion so disputed may be withheld from payment.

D. TIME OF COMPLETION

1. DAA's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

E. USE OF DOCUMENTS (Hard Copies and Electronic Transmittals)

1. All documents for this project are instruments of service and shall remain the property of DAA (including the right of reuse at the discretion of the Engineer) whether or not the project is completed and except where by law or precedent these documents become public property
2. Any reuse or modification of any documents (whether hard copies or electronic transmittals) prepared by DAA without written verification or adaptation by DAA will be at the sole risk of the individual or entity utilizing said documents and such use is without the authorization of DAA. DAA shall have no legal liability resulting from any and all claims, damages, losses, and expenses, including attorney's fees arising out of the unauthorized reuse or modification of these documents. Client shall indemnify DAA from any claims arising out of unauthorized use or modification of the documents whether hard copy or electronic.
3. Copies of documents that may be relied on by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by DAA. Electronic transmittals of any type are for convenience of the Client. Any conclusion or information obtained or derived from such electronic transmittals will be at the Client's sole risk. If there is a discrepancy between the electronic transmittals and the hard copies, the hard copies govern
4. When transferring documents in electronic format, DAA makes no representations as to compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by DAA. Transferring electronic documents does not transfer any license for use of the underlying software.

5. DAA makes no representations as to the durability of the electronic information or the medium in or on which it was transferred. DAA shall not be responsible to maintain documents in electronic format after the project is terminated whether completed or not.

F. OPINION OF COST

1. DAA's opinions of probable cost provided under this Agreement are made on the basis of DAA's experience and qualifications and represent DAA's best judgement as an experienced and qualified professional generally familiar with the industry. However, since DAA has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices or over competitive bidding or market conditions, DAA cannot and does not guarantee that proposals, bids or actual costs will not vary from their opinions and the Client agrees to hold DAA harmless relative to deviations between the opinion of cost and actual, final costs.

G. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

1. Client acknowledges that it is customary for DAA, which is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents, to be employed to provide professional services during the Bidding and Construction Phases of the project. Such services are provided (a) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (b) in connection with acceptance of substitute or or-equal items of materials and equipment proposed by bidders and Contractor(s), (c) in connection with approval of shop drawings and sample submittals, and (d) as a result of and in response to DAA's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation.
2. Client agrees that if DAA is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, DAA will not be responsible for, and Client shall indemnify and hold DAA harmless from, all claims, damages, losses and expenses including attorney's fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by Client or others.
3. Nothing contained in this paragraph shall be construed to release Engineer from its responsibilities for performance in accordance with the professional standards that DAA has undertaken or assumed under this Agreement.

H. SUBSURFACE CONDITIONS AND DESIGN

1. The actual conditions and characteristics encountered in soils, groundwater, bedrock, weathered rock, colluvium, karst terrain, and other subsurface investigations may vary significantly between successive test points and sample intervals, and at locations other than where observations, explorations, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated subsurface conditions may occur that could affect total project costs and / or execution. Additional activities and expenses related to changed subsurface conditions are not the responsibility of the ENGINEER unless they are a result of the ENGINEER'S failure to exercise the standard of care set forth herein. Design shall reflect those subsurface conditions reasonably anticipated from data obtained from the subsurface investigations performed for this project.

I. ALLOCATION OF RISKS

1. DAA's liability, hereunder, shall be limited to amounts due DAA for services actually rendered, or reimbursable expenses actually incurred. In case of termination, DAA will not be liable for lost profits or other direct or indirect damages.

J. DISPUTE RESOLUTION

1. The Client and DAA agree to negotiate all disputes between them in good faith for a period of 30 days from the date of written notice of a potential dispute prior to exercising their rights under law.
2. Should litigation be necessary to enforce any term or provision of this agreement, or to collect any portion of the amount payable under this agreement, then all litigation and collection expenses, witness fees and court costs, and attorney's fees shall be paid by the Client.
3. In the event that Client institutes legal action against DAA because of an alleged failure to perform, error, omission, or negligence, and if such suit is not successfully prosecuted, or if it is dismissed, or if verdict is rendered in favor of DAA, Client agrees to pay DAA any and all costs of defense, including attorney's fees, expert witnesses' fees, and court costs and any and all other expenses of defense which may be needed, immediately following dismissal of the case or immediately upon verdict being rendered in behalf of DAA.
4. If court of competent jurisdiction finds in favor of the client, DAA's liability shall in no case exceed the compensation paid or payable to DAA under this contract.
5. In the event of litigation on this agreement, the interpretation thereof, and all disputes or controversies arising hereunder shall be governed by the laws of the Commonwealth of Virginia.

K. SUCCESSORS, ASSIGNS, BENEFICIARIES

1. The Client and DAA each is hereby bound and the partners, successors, executors, administrators, and legal representatives of the Client and DAA are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns of such other party), in respect of all covenants, agreements and obligations of this Agreement.
2. Neither the Client nor DAA shall assign his interest in this agreement without the written consent of the other.
3. No conditions or representations, altering, detracting from, nor adding to the terms hereof shall be valid unless printed or written hereon or evidenced in writing by either party to this agreement and accepted in writing by the other.
4. Services provided within this agreement are for the exclusive use of the Client.
5. There are no understandings or agreements except as herein expressly stated.
6. The terms and provisions of this agreement shall not be construed to alter, waive, or affect any lien rights, which DAA may have for the performance of services under this agreement.
7. One or more waivers of any term, condition or covenant by DAA shall not be construed by the Client as a waiver of a subsequent breach of the same or any other term, condition or covenant

8. In the event any provisions of this agreement shall be held to be invalid and unenforceable, the other provisions of this Agreement shall be valid and binding on the parties hereto.

L. OTHER CONDITIONS

1. In the event that any staking is destroyed by an act of God or parties other than DAA, the cost of restaking shall be paid for by client as extra work.
2. DAA makes no warranty to the title to property surveyed nor does DAA assume any liability for errors or for information not provided DAA, which would normally be disclosed in a title search by an attorney.
3. DAA does not guarantee the completion or quality of performance of contract or the completion or quality of performances of contracts by the construction contractor or contractors, or other third parties, nor is he responsible for their acts, omissions, or construction methods.
4. This Agreement is valid for 90 days from the date of the Agreement. Should DAA choose to cancel the Agreement, it is DAA's right to do so prior to the expiration date. The Agreement signed by DAA and the Client in conjunction with any attachments will serve as the entire Agreement between the parties. If verbal authorization to begin work is given DAA, then all the conditions and terms of the Agreement are construed as acceptable to the Client whether or not the Agreement is signed and returned by the Client to DAA.

**PUBLIC BUILDINGS & WELFARE
COMMITTEE**

Pinewood Heights Relocation Project Updates

PERMANENT RELOCATION MONTHLY PROGRESS REPORT FOR SEPTEMBER 2017

Locality: Smithfield Town

Contract #: 15-10

Prepared by: Michael Paul Dodson

Project Name: Pinewood Heights Phase 3

Date: September 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. Rentals families at 25, 27A, 28A, 28B, 31, 32, 34, and 35 Jamestown have relocated. We are working with four other tenants of their relocation. The Town has also closed the rental properties at 27A, 27B, 28A, 28B, 31, 32, 34, 35 Jamestown. The appraisal and review appraisal was received for 24 Jamestown; the offer package is in draft. The residents at 35 Jamestown have closed on their new home and will be out of the old home by September 30th. 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 10

1) 25 Jamestown 2) 26 Jamestown 3) 27A Jamestown 4) 27B Jamestown 5) 28A Jamestown 6) 28B Jamestown
7) 31 Jamestown 8) 32 Jamestown 9) 34 Jamestown 10) 35 Jamestown

Offer to Purchase Letters Sent 9

1) 25 Jamestown 2) 27A Jamestown 3) 27B Jamestown 4) 28A Jamestown 5) 28B Jamestown 6) 31 Jamestown
7) 32 Jamestown 8) 34 Jamestown 9) 35 Jamestown

Offers Accepted 9

1) 25 Jamestown 2) 27A Jamestown 3) 27B Jamestown 4) 28A Jamestown 5) 28B Jamestown 6) 31 Jamestown
7) 32 Jamestown 8) 34 Jamestown 9) 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) 31 Jamestown
- 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

**CONTRACT FOR PLANNING APPLICATION ASSISTANCE SERVICES
PINWOOD HEIGHTS PHASE IV COMMUNITY INVESTMENT GRANT APPLICATION**

**BY AND BETWEEN
TOWN OF SMITHFIELD, VIRGINIA**

AND

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

THIS AGREEMENT entered into this ____ day of _____, 2017, by and between the Town of Smithfield hereinafter referred to as the "Town" and Community Planning Partners, Inc., a corporation of Richmond, Virginia, hereinafter referred to as the "Consultant."

WHEREAS, the Town has procured the services of the Consultant to provide certain Planning Grant assistance and management services in connection with the Pinewood Heights Phase projects under its 2010 Request for Qualification: CDBG Planning and Management Assistance Services.

WHEREAS, FY 2015 Community Development Block Grant (CDBG) Planning Grant (PG) was completed under the Small Cities Program for the Town of Smithfield in conjunction the Virginia Department of Housing and Community Development (VDHCD) under Title I of the Housing and Community Development Act of 1974 to assist in the completion of the final phases of the Pinewood Heights Redevelopment Project, as amended; and

WHEREAS, the Town of Smithfield entered into a Contract Agreement on February 19, 2016 with the Virginia Department of Housing and Community Development for implementation of the Pinewood Heights Redevelopment Grant's Phase III; and

WHEREAS, the Town has completed, with its Consultant, more than seventy-five of the relocation activities for the Pinewood Heights Redevelopment Grant's Phase III and now desires to prepare an application to submit a funding request for the Pinewood Heights Redevelopment Grant's Phase IV in the next round of Virginia Department of Housing and Community Development (VDHCD) Small Cities Program funding; and

NOW THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The Consultant will perform the services provided in this contract for the Pinewood Heights Phase IV Redevelopment Project CDBG application and will perform the work under the authorization and direction of the Town Manager or his designee. The Consultant will have primary responsibility for identified work tasks and serve in a support Town to the Town on others, as deemed appropriate and necessary by the Town. The scope of work generally includes planning assistance services and CDBG application assembly and is structured to allow for project completion within the deadlines set by DHCD for a 2018 CDBG application submittal.

A. Project Management / Planning Grant Product Updates

1. Mapping (Base and Thematic)

Update the base and thematic mapping will include buildings, parcel lines, house numbers and street names where possible. GIS layers or similar usable digital format of applicable mapping layers to be provided by the Town to reflect the previous phases and the new Phase IV project area.

2. Neighborhood Meetings (2) and Management Team Meetings (5)

- Two (2) neighborhood meetings – provide overview of neighborhood needs, opportunities, program requirements, funding levels, application updates to residents, etc.
- Five (5) Management Team meetings – advise of planning effort / overview of neighborhood survey and building condition analysis, etc.

3. Updated Needs/Housing Assessment
The Consultant will update exterior housing conditions noting also the accumulation of debris, the presence of abandoned vehicles, dilapidated accessory buildings, and deficient infrastructure. The results of the Needs/Housing Assessment will be presented in map and narrative form.
4. Neighborhood Surveys
The Consultant will assist the Town with the updating of all resident and property owner surveys obtained previously. The updated survey figures will be used to determine income eligibility and interest in acquisition/relocation as well as identification of other neighborhood deficiencies. All survey results will be tabulated. The Consultant will assist with drafting Phase IV preliminary program design and applications and ensuring all residents surveys are completed and/or current.

B. Community Improvement Grant (CIG) Submission

1. Finalize Neighborhood Acquisition / Relocation Assessment
The Consultant will finalize the project area boundaries and complete a relocation resource analysis based on the levels of interest and need.
2. Draft Project Budget and Identify Leverage Funding
A draft budget will be developed to address all acquisition / relocation / demolition needs in the project area. The budget will identify all leverage funding needed to implement the project and will be submitted to the Town for consideration.
3. Submit Project Review to Department of Historic Resources/Initiate ERR
The CDBG application process requires the submission of proposed project activities to the Virginia Department of Historic Resources for review. The packet submitted to DHR typically includes the results of a DHR archive search, photographs, project description, etc. Notification of regulatory agencies will also initiate the Environmental Review Process, a requirement under CDBG provisions. The Consultant will complete the ERR process during the Pre-Contract phase.
4. Management Team Meeting (1) & Neighborhood Meeting (1)
The Consultant will coordinate with the Town to hold one (1) Management Team meeting and one (1) Neighborhood Meeting to inform all stakeholders and participants of project developments and the Proposed Improvement Program.
5. Public Hearings (2)
The CDBG application process requires the Town to hold two (2) public hearings. The Consultant will conduct one public hearing. The Consultant will prepare Public Hearing advertisements and draft the Resolution for adoption by the Town Council committing project funds and authorizing submission of the CIG application for both public hearings if necessary.
6. CIG Submission
The Consultant will prepare the CIG application for CDBG funding in accordance with the CDBG program requirements.

C. Pre-Contract Activities

Once an application is submitted in March 2018, DHCD requires the locality to complete additional work tasks (known as Pre-Contract activities). If a Community Improvement Grant is awarded to the Town, additional tasks must be completed within the 90-day period after contract negotiation. These tasks are 'grant eligible,' thereby making the cost reimbursable. Pre-Contract activities must be prior authorized by DHCD before the tasks are undertaken.

II. MATERIAL TO BE FURNISHED BY THE TOWN

The Town will cooperate with the Consultant and make available to the Consultant all existing reports, records, maps, or other data related to the planning, application, and implementation of the Pinewood Heights Phase IV application.

III. TIME OF PERFORMANCE

The services of the Consultant are to commence upon execution of this contract agreement and shall be completed in such sequence to assure the expeditious completion in light of the purpose of this agreement. Planning Grant services will be completed no later than **June 30, 2018** deadline set by DHCD for the completion of the initial Pre-Contract activities. This agreement may be terminated within thirty (30) days of receiving written notice from the Town.

IV. COMPENSATION AND METHOD OF PAYMENT

Compensation for all services as described above will be in accordance with the method of payment outlined below and will be subject to a fixed fee for all technical services satisfactorily completed. The Town shall make prompt payment to the Consultant for work satisfactorily performed, subject to a receipt of a requisition from the Consultant. Requisitions for payment will be adequately supported by statements indicating the nature of the work completed. Work completed will be at all times subject to inspection by the Town and all requisitions and supporting documentation must be acceptable to the Town.

Prompt payment is hereby defined as within 30 days of receipt of an invoice as allowed by Article 4, § 2.2-4352 of the Virginia Public Procurement Act, regardless of whether or not the Town has received reimbursement by the Commonwealth of Virginia for associated grant-eligible expenses. The Consultant reserves the right to charge interest of 1% per month for any late payment (said interest not a grant-eligible expense) as allowed by Article 4, § 2.2-4352 of the Virginia Public Procurement Act.

The total cost for all technical services provided for under this contract for the **Pinewood Heights Phase IV Community Investment Grant (CIG) Application** is **\$10,000**. The total compensation and reimbursement to be paid hereunder for all services required may be exceeded upon the Town's approval. The Consultant will notify the Town at such time that an overrun is projected because of a revision of work tasks or additional requirements. The Consultant shall receive the Town's written approval prior to exceeding the total estimated cost. The following is a summary of the work items and associated costs:

Project Planning & CIG Application		<u>Total Cost</u>
1.	Facilitated Planning Workshop	\$ 500
2.	Survey & Assessment Final Completion	\$ 1,500
3.	Final Acquisition Plan	\$ 1,000
4.	Final Relocation Plan	\$ 1,000
5.	Final Disposition Plan	\$ 1,000
6.	CIG Application	\$ 3,000
7.	<u>Pre-Contract Activities</u>	<u>\$ 2,000</u>
	Total	\$10,000

The aforementioned fixed-fee amounts are based on the following rates for personnel assigned to the project.

<u>Personnel</u>	<u>Hourly Rate</u>
Principal I	\$120.00
Principal II	\$110.00
Planner I	\$ 95.00
Planner II	\$ 75.00
Planner III	\$ 65.00
Technician I	\$ 60.00
Technician II	\$ 55.00

The fixed fees outlined above are inclusive of hourly charges and out-of-pocket expenses required for the performance of this contract including subsistence equal to the actual cost of food and lodging; travel equal to the actual cost of rental car or other public conveyance, or a charge equal to the accepted rate per mile of the Commonwealth of Virginia for the use of a personal or rental car; materials, printing, and other reproduction services; long-distance telephone calls; and extraordinary out-of-pocket expenses authorized by the Town of Smithfield. For all expenses related to professional and non-professional assistance obtained under contract, subcontract, or purchase order in accordance with this contract, reimbursement shall be at actual cost.

V. AMENDMENTS

This contract may be amended from time to time by the Town and shall be subject to renegotiation if such amendment results in a change in the Scope of Services or compensation and method of payment.

VI. THIS AGREEMENT is subject to and incorporates the provisions attached hereto as Attachment to All Non-Construction Contracts.

IN WITNESS WHEREOF, the Town and the Consultant have executed this agreement as of the date first written above.

BY: 
Craig A. Wilson, AICP
Chief Executive Officer

BY: _____
Peter M. Stephenson, AICP, ICMA-CM
Town Manager

WITNESS:  _____

WITNESS: _____

ATTACHMENT TO NON-CONSTRUCTION CONTRACTS

SUBPART A: GENERAL CONDITIONS

1. Termination of Contract for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreement, or stipulations of this Contract, the Contracting Agent thereupon has the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least thirty days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports, prepared by the Consultant under this Contract shall, at the option of the Contracting Agent become its property and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Contracting Agent for damages sustained by the Contracting Agent by virtue of any breach of the Contract by the Consultant, and the Contracting Agent may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the jurisdiction from the Consultant is determined.

2. Termination for Convenience of Jurisdiction. The Contracting Agent may terminate this Contract any time by a notice in writing to the Consultant. If the Contract is terminated by the Contracting Agent as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments of compensation previously made; provided, however, that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Consultant shall be reimbursed (in addition to the above payment) for that portion of the services covered by the Contract. If this Contract is terminated due to the fault of the Consultant, Section 1 hereof relative to termination shall apply.
3. Changes. The Contracting Agent may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Contracting Agent and the Consultant, shall be incorporated in written amendments to this Contract.
4. Personnel.
 - a. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the jurisdiction.
 - b. All the services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
 - c. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.
5. Subcontracting. None of the services covered by this Contract shall be subcontracted without the prior written consent of the Contracting Agent. The Consultant shall be as fully responsible to the Contracting Agent for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
6. Assignability. The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or notation) without the prior written approval of the Contracting Agent: provided, however, that claims for money due or to become due the Consultant from the jurisdiction under this Contract may be assigned by a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Contracting Agent.
7. Interest of Members of the Governing Body. No member of the governing body, and no other officer, employee, or agent of the jurisdiction who exercises any functions or responsibilities in connection with the carrying out of the services to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

8. Interest of Certain Federal and State Officials. No member of or Delegate to the Congress of the United States or the Commonwealth and no Resident Commissioners, shall be admitted to any share or part of this Contract or to any benefit to arise herefrom.
9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential; and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the Contracting Agent.

SUBPART B: EQUAL EMPLOYMENT OPPORTUNITY

1. Executive Order 11246 (Contracts/subcontracts above \$10,000)

a. During the performance of this contract, the Consultant agrees as follows:

- (1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering

agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

b. Subcontracts

Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

SUBPART C: CIVIL RIGHTS ACT OF 1964

No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

SUBPART D: SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.

SUBPART E: SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968
(Applicable to all contracts/subcontracts)

1. The Project Area as established in the Local Business and Employment Plan and as required by Section 3 of the Housing and Urban Development Act of 1968 is designated as the boundaries of the County of Isle of Wight, Virginia.
2. The work to be performed under this contract is on a project assisted under a program providing direct financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the project area.
3. The parties to this contract will comply with the provisions of said Section 3 and the procedures for compliance issued pursuant thereto by the Virginia Department of Housing and Community Development set forth in this section to wit:
 - a. The Public Body and the Consultant shall analyze the tasks to be performed under this contract and identify: (1) the opportunities for training and employment of lower income residents of the project area, and (2) contracts for work in connection with the project to be awarded to business concerns which are located in, or owned in substantial part by persons residing in the project area.
 - b. After determining what services can be provided by area residents and/or area businesses:
 - (1) The Consultant will fill all vacant trainee positions to the greatest extent feasible with residents of the project area to the extent such residents are available. And, the Consultant shall fill all employment positions to the greatest extent feasible with residents of the project area to the extent such residents are available and meet the generally accepted qualifications for the position(s) needed to be filled.
 - (2) The Consultant will procure to the greatest extent feasible all materials, equipment and services necessary for the implementation of the project from business concerns located in or substantially owned by residents of the project area to the extent that such items are available, and of comparable quality and cost.
 - c. The Consultant shall not circumvent these Section 3 requirements by:

- (1) Filling vacant trainee or employment positions in its organization immediately prior to undertaking work on the project; or
 - (2) Entering into procurement contracts immediately prior to undertaking work on the project.
4. The Consultant shall send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice of advising the same of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 5. The Consultant will include this Section in every subcontract for work in connection with this project and will at the direction of the Public Body take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of these provisions. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of Section 3 of the Housing and Urban Development Act of 1968, and will not let any subcontract unless the subcontractor has provided it with a preliminary statement of ability to comply with this Section.
 6. Compliance with the provisions of Section 3 and the provisions of this Section shall be a condition of the Federal financial assistance provided to the project, binding upon the Public Body for such assistance. Failure to fulfill these requirements shall subject the Public Body, its Consultants, its subcontractors and its successors to those sanctions specified by the grant agreement or contract through which Federal assistance is provided.
 7. The parties to this contract verify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

SUBPART F: RECORDS RETENTION

The Consultant shall maintain financial records, supporting documents, statistical records, and all other records pertinent to this contract during the period of this contract and for five (5) years from the date of final payment; except, if any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

SUBPART G: PROVISIONS REQUIRED BY LAW DEEM INSERTED

The provisions of Article 4 (Ethics in Public Contracting), Chapter 7 of Title 11 of the Code of Virginia, as amended, is hereby incorporated by reference and each and every other provision of law and clause required by law to be inserted herein shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein.

SUBPART H: IMMIGRATION REFORM AND CONTROL ACT OF 1986

The Consultant agrees by signing this contract that he/she does not and will not, during the performance of this contract, violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

SUBPART I: ACCESS TO RECORDS

The Public Body, the Department of Housing and Community Development, the Department of Housing and Urban Development, the Department of Labor, the Inspector General, the General Accounting Office, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.

Historic Windsor Castle Restoration LLC

Summary of funding balances and projected disbursements as of September 22, 2017

Availability of funds

	Checking account	Town commitment	WCPF capital account	Accelerated project loan	Total available
Current balances	\$35,346	\$1,400,000	\$1,155,955	\$350,000	\$2,941,301

\$600,000 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.

\$0 of the \$350,000 for the accelerated projects has been drawn down.

Based on current forecast core project costs of \$4,812,833, WCPF capital campaign needs to raise \$1,652,239.

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

Total costs for project phases	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
Addition to Manor House	593,035	0	593,035	593,035	0
Caretaker's house / exterior	431,606	216,915	32,950	249,865	181,742
Outbuildings	423,540	273,126	146,000	419,126	4,414
Utilities	974,786	150	974,636	974,786	0
Archaeology and site improvements	995,894	12,447	982,539	994,986	908
Project and admin *	49,332	28,751	20,582	49,332	0
Core project totals	\$5,000,000	\$569,294	\$4,243,540	\$4,812,833	\$187,167
Caretaker's house / interior	80,000	4,850	75,150	80,000	0
Reconstructed barns	270,000	510	269,490	270,000	0
Accelerated project totals	\$350,000	\$5,360	\$344,640	\$350,000	\$0
Project totals	\$5,350,000	\$574,654	\$4,588,180	\$5,162,833	\$187,167

11.1% (\$574,654) of the \$5,162,833 current forecast project total has been disbursed to date.

98.3% (\$564,841) of project disbursements of \$574,654 is tax-credit eligible.

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