



September 25, 2020

**TO: SMITHFIELD TOWN COUNCIL**

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

**SUBJECT: SEPTEMBER 2020 COMMITTEE MEETINGS WILL BE HELD AT THE  
SMITHFIELD CENTER LOCATED AT 220 NORTH CHURCH STREET,  
SMITHFIELD, VA**

**MONDAY, SEPTEMBER 28<sup>TH</sup>, 2020 @ 3:00 p.m.**

**Public Safety**

**Members: Rountree (CH), Hall, Haywood**

1. Operational Updates  
Alonzo Howell, Chief of Police

**TAB # 1**

2. Synopsis on Fleet Management for the Town of Smithfield by Eddy Simon of Enterprise  
Chris Meier, Deputy Chief

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

**Water and Sewer**

**Members: Smith (CH), Pack, Rountree**

- Cancelled due to lack of items to come before the Water & Sewer Committee

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

**Finance**

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

**TAB # 2**

1. August Cash Balances / VML Investment Pool Update  
Ellen Minga, Town Treasurer

**TAB # 3**

2. Invoices Over \$10,000 Requiring Council Authorization:
  - a. Draper Aden Associates (Smfd Lake Dam Alternatives Analysis) \$23,320.00
  - b. Draper Aden Associates (2020 Manhole inspection & Rehab) \$10,204.25
  - c. Western Tidewater Free Clinic (Annual contribution) \$40,560.00
  - d. A. C. Schultes of Maryland, Inc. (relining of Well # 8A) \$48,583.00

**TAB # 4** 3. Appropriation Resolution for Reimbursement of CARES Act Funds from Isle of Wight County in the amount of 27,702.48  
[Michael Stallings, Town Manager](#)

**TAB # 5** 4. Procurement Policy Amendments  
[Michael Stallings, Town Manager](#)

5. November Town Council – Meeting Date Change

6. Closed Session: For the Purpose of discussing Contract Negotiations more specifically Bay Disposal Recycling Contract, Pursuant to Section 2.2-3711 A(29) of the Code of Virginia

**TUESDAY, SEPTEMBER 29<sup>TH</sup>, 2020 @ 3:00 p.m.**

**Parks and Recreation**

**Members: Hall (CH), Butler, Haywood**

1. Update on the Long Leaf Pine Project  
[Amy Novak, Director of Parks and Recreation](#)
2. YMCA Youth Activities  
[Renee Rountree, Councilwoman](#)

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

**Public Works**

**Members: Haywood (CH), Smith, Rountree**

**TAB # 6** 1. Proposals from The Blair Brothers, Inc for Street Maintenance on Lane Crescent and Installation of ADA Ramp and Sidewalk at the Intersection of South Church Street and Battery Park Road  
[Wayne Griffin, Director of Engineering and Public Works](#)

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

**Public Buildings & Welfare**

**Members: Butler (CH), Hall, Pack**

- Cancelled due to Lack of items to come before Public Buildings and Welfare Committee

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**\*\*\* Additional Items Not Listed on Committee but will be on Council's October 6<sup>th</sup>, Agenda\*\*\***

- Town Council Meeting Minutes from September 1<sup>st</sup> and 11<sup>th</sup>, 2020
  - Public Hearing – Refinance of 2017 Note to a General Obligation Bond for Various Capital Projects
-

**PUBLIC SAFETY  
COMMITTEE**



## FLEET MANAGEMENT

PREPARED FOR:

TOWN OF SMITHFIELD, VIRGINIA



Eddy R Simon

FLEET CONSULTANT

757-329-3211

PHONE

[Eddy.R.Simon@efleets.com](mailto:Eddy.R.Simon@efleets.com)

EMAIL



# FLEET SYNOPSIS | TOWN OF SMITHFIELD

## THE SITUATION

### Current fleet age is negatively impacting the overall budget and fleet operations

- 52% of the light and medium duty fleet is currently 9 years or older and over 90k miles
- 6.6 years is the current average age of the fleet
- 11 years – time it would take to cycle the entire fleet at current acquisition rates
- Older vehicles have higher fuel costs, maintenance costs and tend to be unreliable, causing increased downtime and loss of productivity.

## THE OBJECTIVES

### Identify an effective vehicle life cycle that maximizes potential equity at time of resale creating a conservative savings of over \$307,687 in 10 years

- Shorten the current vehicle life cycle from 10.8 years to 5 years
- Provide a lower sustainable fleet cost that is predictable year over year
- Free up more than \$51,000 in capital from the salvage of 10 vehicles in the first year
- Significantly reduce Maintenance to an average monthly cost of \$69.64 vs. current \$139.7
- Reduce the overall fuel spend through more fuel efficient vehicles
- Leverage an open-ended lease to maximize cash flow opportunities and recognize equity.

### Increase employee safety with newer vehicles

- Currently:
  - 1 vehicle predate Anti-Lock Brake standardization (2007)
  - 6 vehicles predate Electronic Stability Control standardization (2012)
    - *ESC is the most significant safety invention since the seatbelt*
  - 23 vehicles predate standardization of back up camera (2018)

### Piggyback The Sourcewell awarded RFP #060618-EFM that addresses the following:

- Access to all fleet management services as applicable to the needs of the city
- Supports the city's need for fleet evaluation on a quarterly basis assessing costs and reviewing best practices

## THE RESULTS

By partnering with Enterprise Fleet Management, the Town of Smithfield will be better able to leverage its buying power, implement a tighter controlled resale program to lower total cost of ownership and in turn minimize operational spend. Town of Smithfield will reduce fuel costs by 20% and reduce maintenance costs from \$139.70 on average to \$69.64 per unit. Leveraging an open-end lease maximizes cash flow and recognizes equity from vehicles sold creating an internal replacement fund. Furthermore, Town of Smithfield will leverage Enterprise Fleet Management's ability to sell vehicles at an average of 110% above Black Book value. By shifting from reactively replacing inoperable vehicles to proactively planning vehicle purchases, Town of Smithfield will be able to replace all of its vehicles over the course of 5 years while creating an annual savings of \$6,468.

# FLEET PLANNING ANALYSIS | TOWN OF SMITHFIELD

## City of Smithfield Police Dept. - Fleet Profile

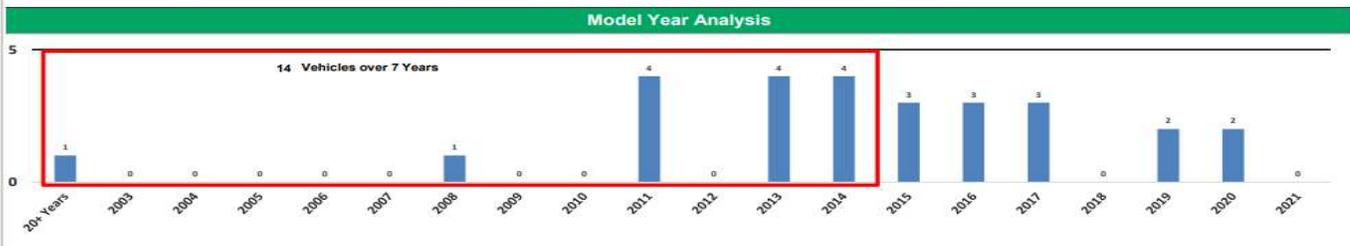
Fleet Profile				Fleet Replacement Schedule							Replacement Criteria
Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage	2021	2022	2023	2024	2025	Under-Utilized		
Full-size Sedan	15	6.9	11,200	10	5	0	0	0	0		
Mid Size SUV 4x4	10	4.6	9,500	3	0	3	2	2	0		
Full Size SUV 4x4	1	4.6	6,900	0	1	0	0	0	0		
1/2 Ton Pickup Ext 4x4	1	22.8	3,700	1	0	0	0	0	0		
<b>Totals/Averages</b>	<b>27</b>	<b>6.6</b>	<b>10,100</b>	<b>14</b>	<b>6</b>	<b>3</b>	<b>2</b>	<b>2</b>	<b>0</b>		

**Replacement Criteria**

- \* Fiscal Year 2021 = 7 years old and older, or odometer over 90,000
- \* Fiscal Year 2022 = 6 years old and older, or odometer over 65,000
- \* Fiscal Year 2023 = 5 years old and older, or odometer over 40,000
- \* Fiscal Year 2024 = 2 years old and older, or odometer over 25,000
- \* Fiscal Year 2025 = Remaining Vehicles
- \* Underutilized = Annual Mileage less than 2,000

**Vehicle Types**

Vehicle Type	Percentage
CAR	55%
SUV	41%
TRUCK	4%



Confidential 8/10/2020 enterprise FLEET MANAGEMENT

## City of Smithfield Police Dept. - Fleet Planning Analysis

Current Fleet	27	Fleet Growth	-2.55%	Proposed Fleet	24
Current Cycle	10.80	Annual Miles	12,700	Proposed Cycle	5.00
Current Maint.	\$139.70			Proposed Maint.	\$69.64
Maint. Cents Per Mile	\$0.132	Current MPG	13.25	Price/Gallon	\$2.00

### Fleet Costs Analysis

Fiscal Year	Fleet Mix			Fleet Cost								Annual	
	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel	Fleet Budget	Net Cash	
<b>Average</b>	<b>27</b>	<b>2.5</b>	<b>27</b>	<b>0</b>	<b>84,000</b>	<b>0</b>	<b>-5,000</b>		<b>45,263</b>	<b>41,570</b>	<b>165,833</b>	<b>0</b>	
'21	24	7	17	7	0	46,188	-51,000		34,349	39,145	68,682	97,151	
'22	24	5	12	12	0	79,926	-36,720		30,145	37,413	110,764	55,069	
'23	24	5	7	17	0	113,615	-36,750		25,942	35,681	138,488	27,345	
'24	24	4	3	21	0	140,614	-37,290		22,579	34,295	160,199	5,634	
'25	24	3	0	24	0	160,828	-31,000	-107,456	20,057	33,256	75,685	90,147	
'26	24	7	0	24	0	160,828		-53,711	20,057	33,256	160,430	5,402	
'27	24	5	0	24	0	160,828		-42,147	20,057	33,256	171,994	-6,161	
'28	24	5	0	24	0	160,828		-45,282	20,057	33,256	168,860	-3,027	
'29	24	4	0	24	0	160,828		-25,288	20,057	33,256	188,853	-23,020	
'30	24	3	0	24	0	160,828		-107,456	20,057	33,256	106,685	59,147	
<b>10 Year Savings</b>											<b>\$307,687</b>	<b>Avg. Sustainable Savings</b>	<b>\$6,468</b>

Category	Percentage
Fuel	49%
Maintenance	27%
Purchase	24%

\* Lease Rates are conservative estimates

\*\*Estimated Current Fleet Equity is based on the current fleet "sight unseen" and can be adjusted after physical inspection

# PROGRAM RESOURCES | TOWN OF SMITHFIELD

## SAFETY

- 52% of all vehicles are older than 9 years of age and do not contain the most up to date safety features, such as electronic stability control, airbag standardization and anti-lock brake control.

## ACCOUNT MANAGEMENT

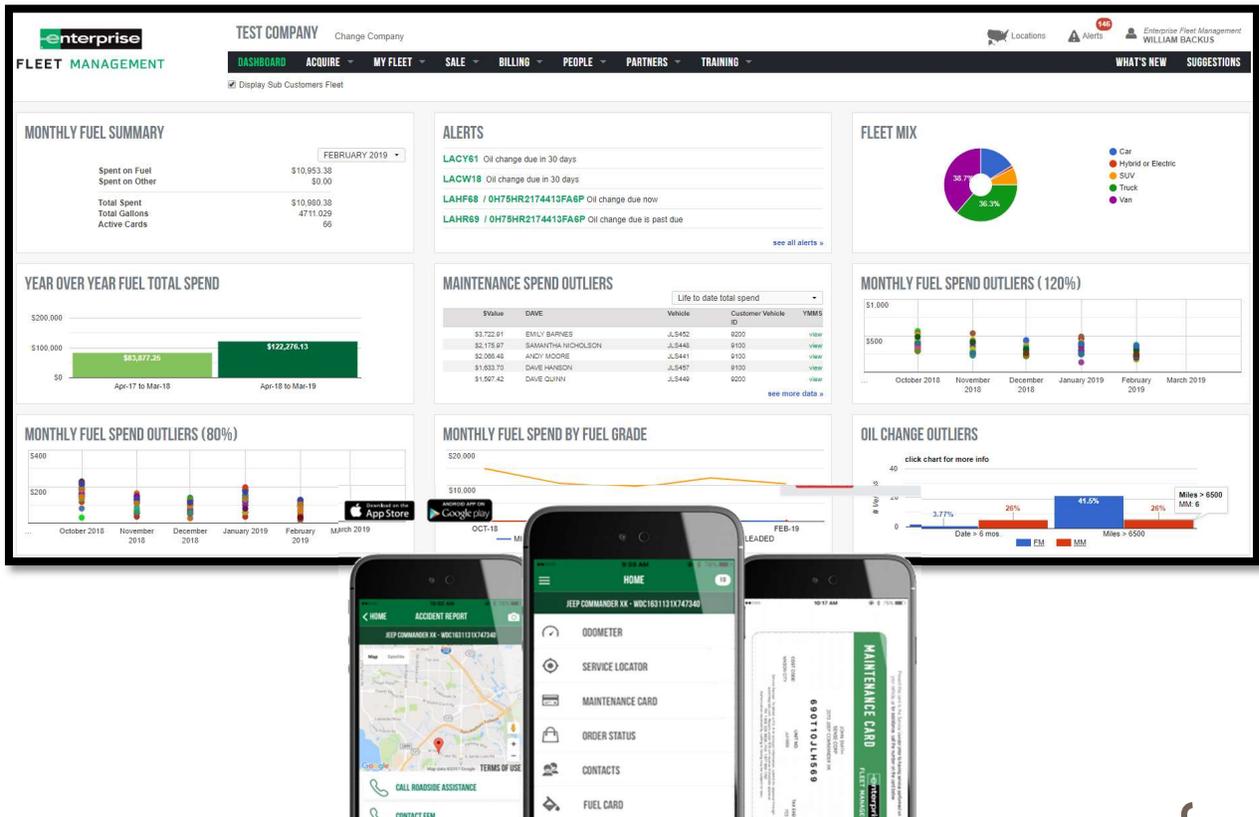
The Town of Smithfield will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs.

- Your dedicated Account Manager meets with you 3-4 times a year for both financial and strategic planning.
- Your Account Manager will provide on-going analysis – this will include most cost-effective vehicle makes/models, cents per mile, total cost of ownership, and replacement analysis.

## TECHNOLOGY

Enterprise Fleet Management's website provides vehicle tracking, reporting, and metrics. Our website can be customized to view a wide range of data so that you may have a comprehensive and detailed look at all aspects of your fleet and the services provided. Our Mobile App gives drivers all of the convenience and functionality they need.

- **Consolidated Invoices** - Includes lease, maintenance, and any additional ancillaries
- **Maintenance Utilization** - Review the life-to-date maintenance per vehicle
- **Recall Information** - See which units have open recalls
- **License & Registration** - See which plate renewals are being processed by Enterprise and view status
- **Alerts** - Set customizable alerts for oil changes, lease renewals, license renewals, and billing data
- **Lifecycle Analysis** - See data regarding all transactions for the lifecycle of the entire fleet, with drill-down capability to any specific lease or transaction



# REFERENCES | TOWN OF SMITHFIELD

## CURRENT PARTNERS

• Culpeper County, VA • Wise County Schools • Wise County Utilities • Carroll County, VA Sheriff • City of Norfolk, VA • City of Poquoson, VA • City of Chesapeake, VA • Town of Vinton • Franklin County Public Schools • King George County, VA • Member of Virginia Association of Counties • Highlands Community Service Boards • Rockbridge Area Community Service Board • Southside Community Service Board • Middle Peninsula Northern Neck Community Service Board • Rappahannock-Rapidan Community Service Board • Tazewell County, VA • Pittsylvania County, VA • Floyd County, VA • Wythe County, VA • Pulaski County, VA • Russell County, VA • Town of Abingdon, VA • Town of Saltville, VA • Town of Chilhowie, VA

## REFERENCE:

### **Company Name: County of Russell, Virginia**

Business Phone #: 276-889-8000

Contact Person: Lonzo Lester, County Administrator

Email: [Lonzo.lester@russellcountyva.us](mailto:Lonzo.lester@russellcountyva.us)

### **Company Name: County of Pulaski, Virginia**

Business Phone #: 540-980-7705

Contact Person: Johnathan Sweet, County Administration

Email: [jsweet@pulaskicountyva.org](mailto:jsweet@pulaskicountyva.org)

### **Company Name: Town of Abingdon, Virginia**

Business Phone #: 276-451-8292

Contact Person: James Morani, Town Manager

Email: [jmorani@abingdon-va.gov](mailto:jmorani@abingdon-va.gov)

## COOPERATIVES:

- TIPS/TAPS USA
- SOURCEWELL

# EXECUTIVE SUMMARY | TOWN OF SMITHFIELD



## FLEET MANAGEMENT

Enterprise Fleet Management is a nationally recognized solution for both public and private entities looking to improve cash flow, free up credit, and save time by offloading their fleet. Enterprise has more than 525,000 vehicles under management. When combined with our affiliate Enterprise Rent-A-Car, that number exceeds 1,900,000. Our volume makes us one of the largest purchasers of vehicles in the country — and as a privately owned company, Enterprise is not tied to any one manufacturer, so our customers receive a pleasing mix of vehicles at a low price.

### Your Total Transportation Solution

Enterprise is a complete transportation services specialist. With divisions in fleet management, daily rental and business rental, truck rental, vanpooling, car sharing, and car sales, Enterprise is capable of servicing all your members' transportation needs under one company.

We provide our customers with fleet management services that address all fleet holding costs — from acquisition to disposal. This includes maintenance, fuel, insurance, registration, delivery, and reporting. This means your members will receive constant evaluation of their holding costs to ensure minimal operating expenses.

### Dedicated, Local Account Management

Each of your member accounts will have a dedicated, local account team to proactively manage and develop the fleet while delivering the highest level of customer service to facilitate day-to-day needs. Enterprise Fleet Management has local offices and teams throughout North America, so we can quickly arrive in person to address any of your members' needs with local, customized support.

Enterprise will also provide monthly management reports for each of your members, consisting of a single invoice of all charges — lease, maintenance, and insurance. These reports can also be viewed online for immediate access. Our teams will meet with your members quarterly — or more often, if necessary — to discuss these reports and ensure the program is working exactly as intended.

Appalachian Regional Healthcare will also have a dedicated account team to manage and service the overall Appalachian Regional Healthcare contract, and we will provide the sales report as described in the RFP to show each member's activity.

### Peace of Mind Maintenance

Enterprise's Full Maintenance program will handle all factory-recommended preventive maintenance services as per the schedule prescribed by the original equipment manufacturer (oil changes, tune-ups, etc.) as well as all incidentals and parts required for preventive maintenance (fluids, belts, hoses, wheel alignments, etc.), and all unscheduled and common repairs (engine, transmission, battery, etc.).

The cost of the program is fixed, budgeted, and inflation-proof, which can significantly reduce overall maintenance expenses. It also includes 24 hours a day, seven days a week emergency roadside assistance — reducing administrative effort and downtime.

Enterprise partners with more than 65,000 ASE-accredited maintenance providers nationwide, which allows us to pass along cost savings and provide convenience to Appalachian Regional Healthcare.

### Looking Toward the Future

Ranked as one of the top on the *Forbes* America's Largest Private Companies list, we are, together with our affiliate Enterprise Holdings, unparalleled in size, strength, and stability. Our stable financial footing is a distinct competitive advantage, ensuring the long-term viability of your program.

**FINANCE  
COMMITTEE**

**CASH BALANCES AS OF AUGUST 31, 2020**

ACCOUNT NAME	BANK NAME	ACCOUNT BALANCE	CURRENT YR INTERCO BALANCES	PRIOR YR INTERCO BALANCES	ADJUSTED BALANCES	PRIOR MONTH ADJUSTED BALANCES	NET CHANGE +/-
<b>Water</b>	Farmers Bank	2,048,161.28	(341,872.37)	(821,306.46)	884,982.45	856,644.83	28,337.62
<b>Water-Debt Service</b>	Farmers Bank	637,234.67	39,699.77	36,699.50	713,633.94	686,728.45	26,905.49
<b>Water Capital Escrow (availability fees)</b>	TowneBank	602,324.18	21,760.00	2,720.00	626,804.18	649,154.73	(22,350.55)
<b>Water Treatment Plant Escrow</b>	TowneBank	11,649.48			11,649.48	11,649.28	0.20
<b>Water Deposit Account</b>	TowneBank	95,606.34	(532.00)	(1,764.00)	93,310.34	98,288.72	(4,978.38)
<b>Water Development Escrow</b>	TowneBank	164,529.26	-	2,400.00	166,929.26	166,915.33	13.93
<b>Subtotal Water</b>		\$ 3,559,505.21	\$ (280,944.60)	\$ (781,250.96)	\$ 2,497,309.65	\$ 2,469,381.34	\$ 27,928.31
<b>Sewer</b>	Farmers Bank	290,008.10	77,784.97	(141,147.48)	226,645.59	212,767.73	13,877.86
<b>Sewer Development Escrow</b>	TowneBank	429,878.58	-	2,400.00	432,278.58	432,242.17	36.41
<b>Sewer Capital Escrow (availability fees)</b>	TowneBank	1,165,001.02	32,960.00	4,120.00	1,202,081.02	1,189,622.35	12,458.67
<b>Sewer Compliance</b>	Farmers Bank	2,286,996.24	62,924.24	57,870.83	2,407,791.31	2,406,055.24	1,736.07
<b>Subtotal Sewer</b>		\$ 4,171,883.94	\$ 173,669.21	\$ (76,756.65)	\$ 4,268,796.50	\$ 4,240,687.49	\$ 28,109.01
<b>Highway</b>	Farmers Bank	\$ 151,983.89	\$ (429,734.68)	\$ 511,310.44	\$ 233,559.65	\$ 321,690.18	\$ (88,130.53)
<b>General Fund</b>	Farmers Bank	4,438,248.23	537,010.07	346,697.17	5,321,955.47	5,508,489.92	(186,534.45)
<b>Payroll</b>	Farmers Bank	73,184.82			73,184.82	46,852.86	26,331.96
<b>Money Market-General Fund</b>	TowneBank	38,830.33			38,830.33	38,827.04	3.29
<b>Business Super Now-General Fund</b>	Farmers Bank	35,144.47			35,144.47	35,137.11	7.36
<b>General Fund Capital Escrow Account</b>	TowneBank	217,897.96			217,897.96	217,879.50	18.46
<b>Certificate of Deposit-Police Dept-24 month</b>	Farmers Bank	37,234.34			37,234.34	37,187.97	46.37
<b>Special Project Account</b>	Farmers Bank	578,613.17	-		578,613.17	578,514.86	98.31
<b>Pinewood Heights Escrow</b>	Farmers Bank	50,362.75			50,362.75	53,239.82	(2,877.07)
<b>SNAP Account</b>	Farmers Bank	2,218.75			2,218.75	2,218.75	-
<b>Museum Account</b>	Farmers Bank	216,764.78			216,764.78	216,767.91	(3.13)
<b>Windsor Castle Acct</b>	TowneBank	12,537.17			12,537.17	12,537.17	-
<b>Subtotal General Fund</b>		\$ 5,701,036.77	\$ 537,010.07	\$ 346,697.17	\$ 6,584,744.01	\$ 6,747,652.91	\$ (162,908.90)
<b>TOTAL ALL FUNDS</b>		\$ 13,584,409.81	\$ -	\$ -	\$ 13,584,409.81	\$ 13,779,411.92	\$ (195,002.11)

VIP Investment Pool	VML VACO Finance	Ending Market Value		\$ 553,167.23	\$ 552,621.24	\$ 545.99
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# Account Statement

August 2020

## Town of Smithfield

P.O. Box 246  
Smithfield, VA 23431

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

### Summary

VA-01-0009-0001	GENERAL				
Beginning Market Value	Contributions	Withdrawals	Income Earned	Current Month Unrealized G/L	Ending Market Value
553,222.46	0.00	51.49	699.06	-702.80	553,167.23

### Transactions

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	NAV	Shares	Realized GL
08/01/2020	Income Earned	46.45			10.263785	4.526	
08/14/2020	Withdrawal		51.49		10.250299	5.023	0.00
08/14/2020	Income Earned	329.39			10.250299	32.135	
08/31/2020	Income Earned	323.22			10.250747	31.531	
08/31/2020	Ending Balance			553,167.23	10.250747	53,963.602	



# Account Statement

August 2020

## Town of Smithfield

P.O. Box 246  
 Smithfield, VA 23431

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

### Summary

Average Monthly Yield: 0.27%

	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
08/31/2020	Ending Balance			0.000	



## Daily Rates

August 2020

### VIP Stable NAV Liquidity Pool

Date	Dividend Rate	Daily Yield
01-Aug-20	0.000008336	0.31%
02-Aug-20	0.000008336	0.31%
03-Aug-20	0.000007790	0.29%
04-Aug-20	0.000007790	0.29%
05-Aug-20	0.000007790	0.29%
06-Aug-20	0.000007790	0.29%
07-Aug-20	0.000007790	0.29%
08-Aug-20	0.000007790	0.29%
09-Aug-20	0.000007790	0.29%
10-Aug-20	0.000007516	0.28%
11-Aug-20	0.000007516	0.28%
12-Aug-20	0.000007516	0.28%
13-Aug-20	0.000007516	0.28%
14-Aug-20	0.000007516	0.28%
15-Aug-20	0.000007516	0.28%
16-Aug-20	0.000007516	0.28%
17-Aug-20	0.000006970	0.26%
18-Aug-20	0.000006970	0.26%
19-Aug-20	0.000006970	0.26%
20-Aug-20	0.000006970	0.26%
21-Aug-20	0.000006697	0.25%
22-Aug-20	0.000006697	0.25%
23-Aug-20	0.000006697	0.25%
24-Aug-20	0.000006697	0.25%
25-Aug-20	0.000006697	0.25%
26-Aug-20	0.000006697	0.25%
27-Aug-20	0.000006697	0.25%
28-Aug-20	0.000006697	0.25%
29-Aug-20	0.000006697	0.25%
30-Aug-20	0.000006697	0.25%
31-Aug-20	0.000006697	0.25%

**Invoices over \$10,000  
Request to Approve**



# Draper Aden Associates

Engineering • Surveying • Environmental Services

Invoice

Mail Remittance to:  
2206 South Main Street  
Blacksburg, Virginia 24060

Wayne Griffin  
Town of Smithfield, VA  
Town Treasurer  
P.O. Box 246  
Smithfield, VA 23431

August 31, 2020  
Project No: 19070523-010602  
Invoice No: 2020080370  
P.O. #:

**Invoice Total \$23,320.00**

Project 19070523-010602 Town of Smithfield - Smithfield Lake Dam Alternatives Analysis

**Professional Services through August 31, 2020**

**Fee**

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
01 - Dam Rehabilitation ROM Cost Est	2,750.00	100.00	2,750.00	2,152.00	598.00
02 - Option 2 Evaluate Culvert Installat	17,800.00	53.8708	9,589.00	1,104.00	8,485.00
03 - Evaluate Embankment & Road Removal	10,000.00	56.90	5,690.00	350.00	5,340.00
04 - Evaluate Lakebed Restoration	15,700.00	56.6688	8,897.00	0.00	8,897.00
Total Fee	46,250.00		26,926.00	3,606.00	23,320.00
<b>Total Fee</b>					<b>23,320.00</b>
<b>Total this Invoice</b>					<b>\$23,320.00</b>

**Billings to Date**

	Current	Prior	Total
Fee	23,320.00	3,606.00	26,926.00
<b>Totals</b>	<b>23,320.00</b>	<b>3,606.00</b>	<b>26,926.00</b>



# Draper Aden Associates

Engineering • Surveying • Environmental Services

Invoice

Mail Remittance to:  
2206 South Main Street  
Blacksburg, Virginia 24060

Jessie Snead  
Town of Smithfield, VA  
Town Treasurer  
P.O. Box 246  
Smithfield, VA 23431

August 31, 2020  
Project No: 20020992-010602  
Invoice No: 2020080357  
P.O. #: PW-20-28

**Invoice Total \$10,204.25**

Project 20020992-010602 Town of Smithfield - 2020 Manhole Inspection and Rehabilitation

**Professional Services through August 31, 2020**

**Fee**

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
01 - Level 1 Manhole Inspections	5,000.00	100.00	5,000.00	386.00	4,614.00
02 - Manhole Rehabilitation Activities	53,000.00	91.5094	48,500.00	42,909.75	5,590.25
03 - Project Management	5,000.00	100.00	5,000.00	5,000.00	0.00
Total Fee	63,000.00		58,500.00	48,295.75	10,204.25
<b>Total Fee</b>					<b>10,204.25</b>
<b>Total this Invoice</b>					<b>\$10,204.25</b>

**Outstanding Invoices**

Number	Date	Balance
2020070318	7/31/2020	45,165.25
<b>Total</b>		<b>45,165.25</b>

**Billings to Date**

	Current	Prior	Total
Fee	10,204.25	48,295.75	58,500.00
<b>Totals</b>	<b>10,204.25</b>	<b>48,295.75</b>	<b>58,500.00</b>



September 14, 2020

Town of Smithfield  
Ms. Ellen D. Minga  
Treasurer  
P. O. Box 246  
Smithfield, VA 23431

Dear Ms. Minga,

On behalf of Western Tidewater Free Clinic (WTFC), I thank the Town of Smithfield and the Town Council for supporting the Clinic again this fiscal year. I am writing to request the annual contribution as approved in the FY2020-21 budget of **\$40,560.**

As always, we invite you, the Town staff, and all members of the Town Council to visit the Clinic to see first-hand how your funds are making a difference.

Please contact me at 923-1060, ext. 7001 if you would like to schedule a tour or if additional information is needed. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Chet Hart", with a long horizontal flourish extending to the right.

Chet M. Hart, MBA  
Executive Director

**A.C. Schultes of Maryland, Inc.**  
**8221 Cloverleaf Drive**  
**Millersville, MD 21108**  
**USA**

**Invoice#**  
**001.H8557**  
**Invoice Date**  
**8/31/20**

Voice: (410) 841-6710  
 Fax: (410) 841-6711

Sold To: Town of Smithfield  
 Accounts Payable  
 PO Box 246  
 Smithfield, VA 23431

Customer ID: T0986

Customer PO	Payment Terms	Due Date
IFB 2020-003	Net 30 Days	9/30/20

Description	Amount
Attn: Jessie Snead Re: Relining of Well # 8 A - AIA # 001.H8557 Retainage	51,140.00 -2,557.00

We accept Discover, Mastercard and Visa

Subtotal	48,583.00
Sales Tax	
<b>TOTAL INVOICE AMOUNT</b>	<b>\$48,583.00</b>



## Town of Smithfield

Memorandum

September 24, 2020

**TO:** Finance Committee

**FROM:** Michael Stallings, Town Manager

**SUBJECT:** Appropriation of CARES Act Funds

As you know we are working with Isle of Wight County to utilize our CARES Act allotment. To date we have received reimbursements in the amount of \$47,872.64 from IOW County for Cares Act Reimbursement. Of these funds, \$20,170.16 were appropriated at the August Council meeting, leaving the remaining \$27,702.48 to be appropriated this month.

Due to the fact that a portion of these funds were spent in last fiscal year, the sum of \$1,598.13 will be appropriated into the FY20 General Fund Operating Budget, and the sum of \$26,104.35 will be appropriated into the FY21 General Fund Operating Budget.

Attached you will find a resolution appropriating these funds into our operating budget.

### **Recommended Motion**

Move that Council adopt the resolution entitled:

A Resolution Appropriating The Sum Of  
\$27,702.48 In CARES Act Funding  
Into The General Fund Operating  
Budget

**Resolution**

A Resolution Appropriating The Sum Of  
\$27,702.48 In CARES Act Funding Into  
The General Fund Operating Budget

**WHEREAS**, Isle of Wight County has received an allocation of CARES Act funding that includes an allocation to be passed along to the Town of Smithfield, and;

**WHEREAS**, The Town Council of the Town of Smithfield must appropriate these funds as they are received from Isle of Wight County to be used for the purposes allowed by the CARES Act.

**NOW, THEREFORE BE IT RESOLVED** by the Council of the Town of Smithfield, Virginia as follows:

Section 1. That the sum of \$1,598.13 be appropriated into the FY20 General Fund Operating Budget, and that the sum of \$26,104.35 be appropriated into the FY21 General Fund Operating Budget.

Section 2. This resolution shall be in effect on and after its adoption.

Adopted: October 6, 2020

---

T. Carter Williams, Mayor

Attest:

---

Lesley King, Clerk



## **Town of Smithfield**

### Memorandum

September 23, 2020

**TO:** Honorable Mayor and Town Council

**FROM:** Michael Stallings, Town Manager

**SUBJECT:** Procurement Policies

As you are aware, we currently contract with Isle of Wight County for assistance with procurement services, we have been working with Mr. Michael Coburn with IOW.

Mr. Coburn recently met with staff and informed us of several changes in State Code that require us to update our procurement policies. Sections that require change to match State Code are Section 1.32.4, 1.33.1, and 1.36.1. Attached you will find the recommended changes. Deletions are in red and struck through, additions are highlighted in yellow.

Section 1.32.4 reflects the change in State Code that changes the threshold for when construction management may be used from \$10 million to \$26 million. It does allow for Council to authorize the use of construction management below the \$26 million threshold in certain circumstances.

Section 1.33.1 allows the Town to procure goods and services up to \$200,000 without the need to do a formal bid process. We would still be required to solicit a minimum of 4 bids for any goods or services that exceed \$5,000. This change would speed up the procurement process and reduce the overall cost of procurement due to the elimination of the requirement for advertisements below the \$200,000 cap. Nothing in this change would prevent us from conducting a formal bid process for purchases under \$200,000 if Council wished to proceed in that manner.

Section 1.36.1 adds required language about using E-Verify and ensuring that our contractors and their subcontractors adhere to these State Code requirements.

## Section 1.32.4

### Design Build and Construction Management

Design-build or construction management contracts authorized.

- A. The Town may enter into a contract for construction on a fixed price or not-to-exceed price construction management or design-build basis but must comply with the requirements of this article.
- B. Prior to making a determination as to the use of construction management or design-build for a specific construction project, the Town shall have in its employ, or under contract, a licensed architect or engineer with professional competence appropriate to the project who shall (i) advise the Town regarding the use of construction management or design-build for the project and (ii) assist the Town with the preparation of the Request for Proposal and the evaluation of such proposals.
- C. A written determination shall be made in advance by the Town that competitive sealed bidding is not practicable or fiscally advantageous, and such writing shall document the basis for the determination to utilize construction management or design-build. The determination shall be included in the Request of Proposal and be maintained in the procurement file.
- D. The Town shall follow the procedures adopted by the Town Council which includes the following:
  - 1) Construction management contracts may be utilized for projects where the project cost is expected to be more than \$10 26 million; **(HB890)**
  - 2) Construction management may be utilized on projects where the project cost is expected to be less than \$10 26 million, provided that (i) the project is a complex project and (ii) the project procurement method is approved by the Town Council. The written approval by the Town Council shall be maintained in the procurement file;
  - 3) Public notice of the Request for Proposal (Qualifications) is posted on the Commonwealth's central electronic procurement website, known as eVA, at least 30 days prior to the date set for receipt of qualification proposals;
  - 4) The construction management contract is entered into no later than the completion of the schematic phase of design, unless prohibited by authorization of funding restrictions;
  - 5) Prior construction management or design-build experience or previous experience with the Department's Bureau of Capital Outlay Management shall not be required as a prerequisite for award of a contract. However, in the selection of a contractor; the Town may consider the experience of each contractor on comparable projects;
  - 6) Construction management contracts shall require that (i) no more than 10 percent of the construction work, as measured by the cost of the work, be performed by the construction manager with its own forces and (ii) the remaining 90 percent of the

construction manager, which the construction manager shall procure by publicly advertised, competitive sealed bidding to the maximum extent practicable;

- 7) The procedures all for a two-step competitive negotiation process; and
- 8) Price is a critical basis for award of the contract.

Procedures:

1. While competitive sealed bidding remains the preferred method of construction contracting, the Town Manager, or designate, may enter into a contract for construction based on either a firm fixed price or not-to-exceed price design build basis. The Design-Build process is governed by Sections 2.1-2406, 2.1-4303 and 2.1-4308 of the Code of Virginia which is incorporated into this policy and must be observed by Town Staff wishing to use the Design-Build method.
2. Prior to the issuance of a Design/Build RFP, the Town Manager or his designee shall:
  - a. Obtain the advice of a licensed architect or engineer with professional competence appropriate to the project. Such an advisor may either be an employee of the Town or an architect/engineer hired specifically to provide the advice and guidance mandated by the Code of Virginia.
  - b. Articulate in writing why a design-build or construction management approach is more advantageous than competitive sealed bidding for the project being contemplated;
  - c. Obtain an estimate of the costs to repair, renovate, demolish or erect the project under consideration.
  - d. Determine whether and explain why competitive sealed bidding is not practical or fiscally advantageous; and
  - e. Define the pre-design, design phase, bid phase and/or construction phase services to be performed under the design-build contract,
  - f. Include and define the requirements of the specific construction project relevant to site plans, floor plans, exterior elevations, basic building envelope materials, fire protection, structural, mechanical (HVAC) and electrical systems, and special telecommunications,
  - g. Specify the criteria which will be used in evaluating the proposals,
  - h. Request a firm fixed price or not-to-exceed price proposal based on a cost estimate prepared by a professional engineer or architect.

- i. Contain or incorporate by reference the applicable contractual terms and conditions, including any unique capabilities or qualifications which will be required of Offerors, and
3. Include such other requirements as the Town Manager, or his designee, deems appropriate for the construction project.
4. The RFP shall request of Offerors only such information as is appropriate for an objective evaluation of all Offerors pursuant to the specified criteria.
5. The Town Manager, or his designee, shall receive and consider comments concerning specifications or provisions in the RFP prior to the time set for receipt of proposals.
6. Procurement of construction by the design-build method shall be a two-step competitive negotiation process. The first step, or the initial review of the proposals, shall be of a qualitative nature. This shall include review of preliminary design drawings, outline specifications, technical reports, calculations, permit requirements, vendors' management plan (includes organizational information, resumes of key personnel, Quality Assurance Plan, Safety Plan), schedule, and other data requested in response to the RFP.
7. Based upon the information submitted and any other relevant information which the Town may obtain, a maximum of five (5) Offerors deemed to most closely meet the Town's requirements shall be selected by the Review Committee based on the initial responses.
8. As the second step in the design-build process, the Review Committee shall hold discussions with each of the selected Offerors exercising care to discuss the same owner information with each Offeror.
9. Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § [2.2-4317](#) shall not be subject to the Virginia Freedom of Information Act (§ [2.2-3700](#) et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. A bidder, offeror, or contractor shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line item prices or total bid, proposal, or prequalification application prices.
10. Upon completion of the discussions, the Review Committee shall determine whether any changes to proposals should be requested to correct errors or omissions or to clarify ambiguities, or to incorporate project improvements or additional details identified by the Review Board during its review. As required, Offerors may then

submit revised technical proposals as well as modifications to their price proposals. The Review Committee will complete its evaluations of the revised proposals.

11. Following a complete review of the proposals, the Review Committee shall make its recommendation to the Town Manager or his designee based upon the criteria included in the RFP. While price shall be considered, it need not be the sole selection factor. Award shall be made to the fully qualified vendor who has been determined to offer best value in response to the RFP and whose price proposal is within the budget ceiling included in the Town's operating and/or capital budgets.
12. The Town shall submit information for post-project evaluation when requested by the Commonwealth of Virginia Design-Build/Construction Management Review Board ("Review Board").
13. The Town Manager or his designee may set forth such additional procedures, not inconsistent with the provisions of this section or the rules and regulations of the Review Board, and consistent with the procedures for the procurement of nonprofessional services through competitive negotiations, as deemed necessary and appropriate to affect the selection and evaluation of Offerors and the award of design-build and construction management contracts.

Reporting requirements:

14. The Department General Services must report by December 1 of each year to the Governor and the Chairmen of the House Committee on Appropriations, the House Committee on General Laws, the Senate Committee on Finance, and the Senate Committee on General Laws and Technology the following information: (i) the number of projects reviewed pursuant to Articles 2 (§ 2.2-4380) and 3 (§ 2.2-4381) and (ii) for each project (a) the identity of the state public body or covered institution and a description of each such project, (b) the estimated cost of the project at the time of the Department's review, (c) the recommendation made by the Department concerning the proposed procurement method, and (d) the final procurement method used by the state public body or covered institution
15. The Town is subject to the provisions of this chapter and shall report no later than November 1 of each year to the Director of the Division of Purchases and Supplies on all completed capital projects in excess of \$2 million, which report shall include at a minimum (i) the procurement method utilized, (ii) the project budget, (iii) the actual project cost, (iv) the expected timeline, (v) the actual completion time, and (vi) any post-project issues.
16. The Department must consolidate received report data and submit the consolidated data to the Governor and Chairmen of the House Committee on Appropriations and the Senate Committee on Finance by December 1 of each year.

### Section 1.33.1

#### Open Market Procedure for Purchases of One Hundred Thousand Dollars, or Less

1. All purchases of goods and services other than professional services, when the estimated value is not expected to exceed  ~~fifty~~ **two hundred** thousand dollars ( ~~\$50,000.00~~  **\$200,000**)(HB452), may be made in the open market, without newspaper advertisement and without observing the procedures prescribed by divisions 2 and 3 of this article, unless the CPO determines that the public interest demands such procedure. Purchases under this subsection that are expected to exceed five thousand dollars (\$5,000.00) shall require, whenever possible, the informal solicitation of a minimum of four (4) bidders or offerors and shall be awarded to the lowest responsive, responsible bidder in accordance with the standards set forth in section 1.563. Nothing herein shall restrict the CPO from using formal processes for procurements of less than \$50,000. The Town Manager may waive the requirement for formal solicitations up to one hundred thousand dollars (\$100,000) except when otherwise restricted by the Virginia Public Procurement Act (VPPA).
2. Small purchases in an amount up to, but not exceeding five thousand dollars (\$5,000.00) may be purchased directly by a department in accordance with rules and regulations established by the CPO; these purchases need not follow the competitive bidding process. Maximum limits may be established for each department by the CPO up to, but not exceeding, five thousand dollars (\$5,000.00).
3. In making a purchase under this section, when bidding is required, the CPO may solicit bids by mail, electronic means, telephone, or in person from prospective vendors.

### Section 1.36.1

#### Required Contract Provisions: Unauthorized Aliens; Employment Discrimination by Contractor Prohibited; Drug-Free Workplace to be Maintained by Contractor

1. The Town shall include in every contract, that the contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, as amended **and every contractor with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 to perform work or provide services pursuant to such contract shall comply with the provisions of Section 2.2-4308.2 "Employment Eligibility," as amended from time to time. This includes but is not limited to registration and participation in the E-Verify program to verify information and work authorization of its hired employees performing work pursuant to such public contract and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under the provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract**

is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

2. The Town shall include in every contract of over ten thousand dollars (\$10,000.00) the provisions in subsections (1), (2), and (3) herein:
  - a. During the performance of this contract, the contractor agrees as follows: The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  - d. The contractor will include the provisions of the foregoing paragraphs a., b. and c. in every subcontract or purchase order of over ten thousand dollars (\$10,000.00) so that the provisions will be binding upon each subcontractor or vendor.
  - e. During the performance of this contract, the contractor agrees to (i) provide a drugfree workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.
  - f. For the purposes of this subsection, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**PUBLIC WORKS  
COMMITTEE**



# ----- Proposal -----

## The Blair Bros., Inc.

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

Proposal No.  
4371



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

<b>Date</b>
8/24/2020
<b>Project Name/Location</b>
Lane Crescent

Description	Total
<p>We propose to furnish all labor, materials and equipment to accomplish the following for the improvements to Lane Crescent from Andrews Crossing to joint at 217:</p> <ol style="list-style-type: none"> <li>1. Edge mill an average of 6'-0" wide. The milling thickness shall taper from 2" at the gutter pan to 0" approximately 6'-0" from the gutter pan.</li> <li>2. Millings shall be cleaned up and hauled off-site (millings shall become property of The Blair Bros., Inc.)</li> <li>3. Install sewer/water risers where needed.</li> <li>4. Overlay approximately 4,944 square yards with approximately 544 tons of IM19.0 asphalt at an average of 2".</li> <li>5. We shall provide traffic control as needed.</li> </ol> <p>LIQUID ASPHALT CLAUSE: This quote/clause must become part of any contract drawn up from its content. Liquid asphalt (AC) at the time of this quote is \$482.50 per ton; this is based off of the VDOT liquid asphalt index. At the time of installation, the liquid asphalt will be adjusted per ton to reflect the current VDOT liquid asphalt index.</p> <p>Total Proposed Sum:</p>	65,238.00

Thank you for the opportunity to quote, we appreciate your business.	<b>Total:</b> \$65,238.00
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<p><b>Payment Terms and Conditions:</b>          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><b>Authorized Signature:</b> </p> <p style="font-size: small; text-align: center;">Note: This proposal may be withdrawn by us if not accepted within 30 days.</p>
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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: 9/23/20      Signature:



# ----- Proposal -----

Proposal No.  
4229

## 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



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

<b>Date</b>
7/15/2020
<b>Project Name/Location</b>
ADA Ramp/ Sidewalk

Description	QTY	Cost	Total
<p>We propose to provide equipment, labor, and materials to accomplish the following:</p> <p>Install an ADA ramp and sidewalk at the intersection of South Church St. and Battery Park Rd.</p> <ul style="list-style-type: none"> <li>- Area to be approx. 10' x 20' with a yellow ADA mat.</li> <li>- Concrete to be a 4,000 PSI mix.</li> <li>- Patch any areas disturbed in right of way with SM9.5A asphalt</li> <li>- Includes restriping crosswalk from Royal Farm to Farmers Bank.</li> <li>- Topsoil and seed as needed.</li> <li>- Includes traffic control as needed.</li> </ul> <p>Notes:</p> <ol style="list-style-type: none"> <li>1. Miss Utility shall be called and marked prior to excavating. Property owner shall be responsible for any private markings needed.</li> <li>2. The Blair Bros. Inc., is not responsible for any soft or unsuitable subgrade that may exist. If any areas present themselves, repairs will be on a time and material bases. Pricing shall be determined prior to any extra repairs.</li> </ol> <p>Contract</p>		12,000.00	12,000.00

Thank you for the opportunity to quote, we appreciate your business.	<b>Total:</b> \$12,000.00
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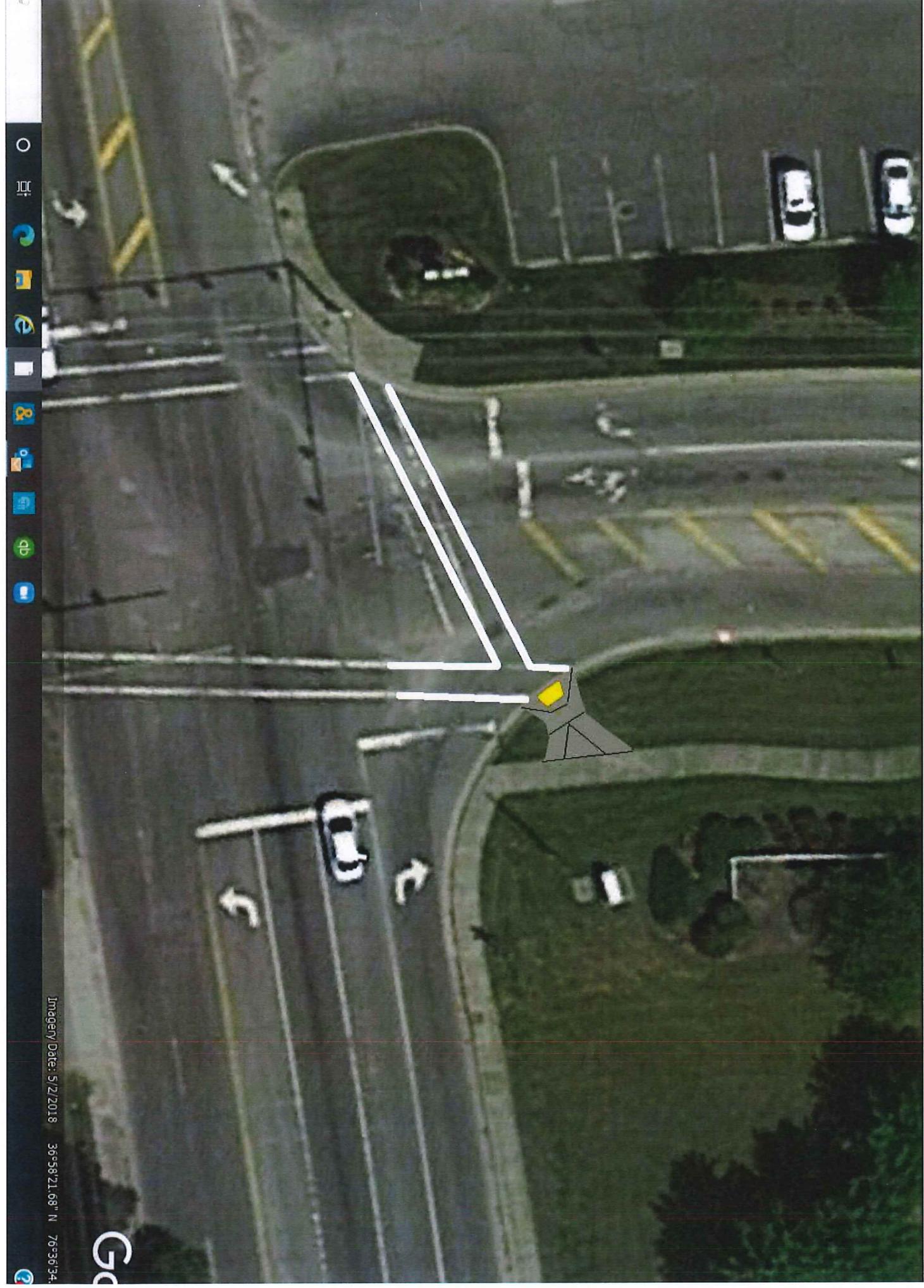
**Payment Terms and Conditions:**  
This proposal, when accepted, confirms the agreement between the customer and The Blair Bros., Inc. for the completion of the above described work and/or changes approved with both parties. Payment terms, Net 30 days. If full payment is not made within the 30 days 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.

**Authorized Signature:** \_\_\_\_\_

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

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

Date of Acceptance: 7/30/20 Signature:



Imagery Date: 5/2/2018 36°58'21.68" N 76°36'34"

Go