



December 14, 2012

**TO: SMITHFIELD TOWN COUNCIL**

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

**SUBJECT: DECEMBER 2012 COMMITTEE MEETINGS WILL BE HELD AT THE SMITHFIELD  
CENTER LOCATED AT 220 NORTH CHURCH STREET, SMITHFIELD, VA**

**MONDAY, DECEMBER 17<sup>TH</sup>, 2012**

**4:00 P.M.      Police                      Members: Chapman (CH), Tynes, Gregory**

- 1. Public Comments
- 2. Operational Updates
- TAB # 1** 3. Lighting Survey – Moore Avenue
- TAB # 2** 4. Special Events Policies

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

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

- 1. Public Comment
- 2. Draft Engineering Service Contracts for:
  - a. Draper Aden Associates
  - b. Kimley-Horn and Associates (**Forthcoming**)
- 3. Backflow Prevention Program Update

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

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

- 1. Public Comments
- TAB # 4** 2. November Financial Statements and Graphs
- TAB # 5** 3. November Cash Balances
- TAB # 6** 4. Invoices Over \$10,000 Requiring Council Payment Authorization:
  - a. Draper Aden Associates                      \$ 48,846.00
  - b. YMCA    \$ 50,000.00
  - c. IOW – General Obligation Bond                      \$ 16,995.35
  - d. IOW - Tourism    \$124,988.00
  - e. IOW – E911 Communication Dispatch                      \$ 49,287.50
  - f. IOW - Library Contribution                      \$ 18,000.00
- 5. Authorize Issuance of RFP for Banking and Audit Services (**Forthcoming**)
- TAB # 7** 6. CIP Review and Update Schedule

**TUESDAY, DECEMBER 18<sup>TH</sup>, 2012**

**4:00 p.m.**

**Fire and Rescue**

**Members: Tynes (CH), Pack, Chapman**

1. Public Comments
2. Operational Updates

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

**Public Works**

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

**TAB # 8**

**TAB # 9**

1. Public Comments
2. Proposed Bicycle Rack Donation
3. Acceptance of Draper Aden Associates Proposal for the Scope of Work and Fees in Regards to the Waterworks Dam Grant Agreement

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

**Public Buildings & Welfare**

**Members: Cook (CH), Chapman, Smith**

**TAB # 10**

1. Public Comments
2. Pinewood Heights Relocation Project – Phase II Update
3. Continued Discussion on Boundary Line Adjustment Agreement

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

- Approval of December 4th Town Council Minutes
  - Appoint a Nominating Committee for the Expiring BHAR Terms of Laurie Coyne and Russell Parrish (1-31-2013)
-

To: Lt. Matthew Rogers

From: Sgt. T.J. Jones

Date: December 3, 2012

Re: Lighting Survey (Moore Ave.)

On 11/28/12, at approximately 2100 a lighting survey was conducted in the 100 block of Moore Ave. and the following results were noted.

- There are no street lights on Moore Ave.
- There are (3) outer building lights on the end of the building in Smithfield Square and they cover a radius of about 200 feet.
- These lights provide lighting from the building to Moore Ave.
- There are (2) large light poles in the parking lot in between Hardee's and the Smithfield Square building that provide adequate light with a radius of about 300 feet around each pole.
- Browns Service Center has (2) lights mounted on the front and rear right side of the building covering a radius of about 100 to 200 feet.
- These (2) lights provide lighting to Berkley Ave.
- To The rear of Browns Service Center is Smithfield Commons which parking lot and buildings are well lit up with an abundance of lights from the parking lot and buildings.
- The radius of Smithfield Commons lights cover from South Church Street to the rear building and the rear of Browns Service Center and the McDonald area.
- There is inadequate lighting on the left side close to Browns Center due to the McDonalds being closed and there are lights on the building on that side.

The following recommendations are suggested:

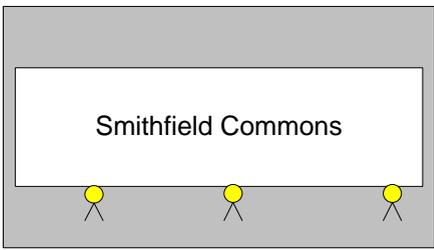
- No additional lighting is needed on Moore Ave the street its self.
- A light on the left side Browns Service Center would cover the darkness next to the building.
- Suggest business to remove three Cedar trees in front of building to improve lighting.

Respectfully submitted,

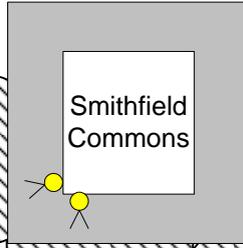
Sgt. T. J. Jones



South Church Street



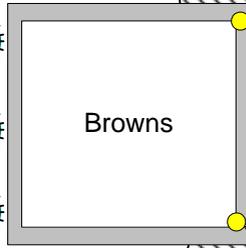
Smithfield Commons



Smithfield Commons



McDonald's



Browns



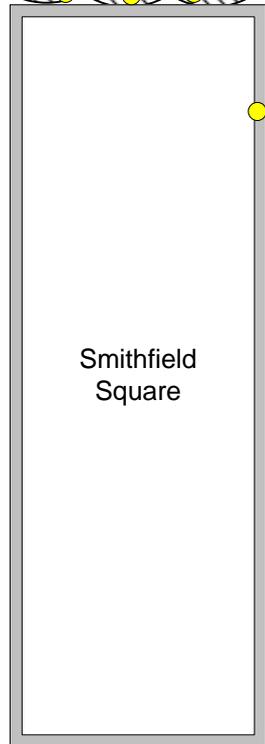
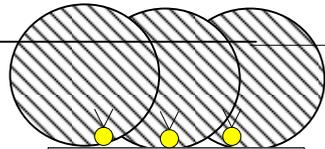
Monticello Ct.

Berkley

Moore Avenue



Hardees



Smithfield Square

South Church Street





# *Town of Smithfield Special Events Policy*



The purpose for adopting policies and procedures is to ensure free and safe passage of pedestrians and vehicles on the public right-of-way. To ensure free and safe access to public areas and otherwise regulate and control the time, place, and manner of activities that would otherwise threaten the public health, safety, and welfare, while encouraging and protecting the exercise of rights under the First Amendment of the United States.

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## I. Purpose

It is the purpose of this document to establish a process for permitting Special Events conducted on Town streets, public property, parks or facilities. It is recognized that these Special Events enhance the Town of Smithfield lifestyle and provide benefits to the citizens through the creation of unique venues for expression and entertainment that are not normally provided as a part of governmental services. Additionally, it is recognized that Tax-exempt Non-profit Organizations that benefit the community are central to the quality of life in the Town of Smithfield and that they often develop through their Special Events the resources to provide essential services to the citizens of the Town of Smithfield. It is further intended to provide coordinated policies for the regulation of certain activities to be conducted in conjunction with Special Events, to ensure the health and safety of patrons of Special Events, to prohibit illegal activity from occurring within Special Event Venues, and to protect the rights and interests granted a Special Event Permit holder. It is further intended to create a mechanism for cost recovery and revenue sharing for Special Events without having an adverse effect on those Events that contribute economically and socially to the community. It is also the intent of the Town of Smithfield to protect the rights of its citizens to engage in protected free speech expression activities and yet allow for the least restrictive and reasonable, time, place and manner regulation of those activities within the overall context of rationally regulating Special Events that have an impact upon public facilities and services.

## II. Definitions

As used in this policy:

**“Special Event”** means an activity that meets any one of the following definitions:

- (a) Any organized formation, parade, procession or assembly which may include animals, vehicles or any combination thereof, which is to assemble or travel in unison on any Street which does not comply with normal or usual traffic regulations or controls.
- (b) Any organized assemblage anticipated to include 200 or more persons at any one time, on any public property, public park or facility which is to gather for a common purpose under the direction and control of a person, organization or company.
- (c) Any other organized activity conducted by a person, organization or company for a common or collective use, purpose or benefit which involves the use of, or has an impact on a public property, park or facility that requires Town Services beyond those conveyed in the course of normal and usual Town operation.
- (d) Any other organized activity conducted by a person, organization or company that proposes to utilize any public property, park or facility in a manner inconsistent with the design and normal and usual function of such property, park or facility.
- (e) Any organized activity conducted by a person, organization or company on any public property, park or facility that plans to sell alcoholic beverages.
- (f) Any organized activity conducted by a person, organization or company on any public property, park or facility that plans to charge an admission fee.
- (g) Examples of Special Events include, but are not limited to, concerts, parades, circuses, fairs, festivals, community events, mass participation sports (such as, marathons and running events, bicycle races or tours, etc.).

**“Commercial Special Event”** means any Special Event organized and conducted by any person, organization or company that does not qualify as a Tax-exempt Non-profit Organization or governmental agency.

**“Non-Commercial Special Event”** means any Special Event organized and conducted by a person, organization or company that qualifies as a Tax-exempt Non-profit Organization.

**“Town-Sponsored Special Event”** means any Special Event directly organized and conducted by the Town of Smithfield or any Special Event organized by a Non-Commercial Event Organizer that the Town has elected to support through appropriation of funds within the Town’s budget.

**“Event Organizer”** means any person, organization or company, who conducts, manages, promotes, organizes, aids or solicits attendance at a Special Event.

**“Fees”** means charges to Event Organizers for Town Services, venue usage and permits.

**“Town Services”** means those services provided by the Town that are required and/or necessary for event production.

“**Cost Recover**” means direct payment by an Event Organizer to the Town in compensation for the direct costs of Town Services incurred during the Special Event.

“**Special Event Permit**” means a permit issued by the Town which authorizes the use of a public property, park or facility for a Special Event.

“**Special Event Venue or Event Venue**” means that area for which a Special Event Permit has been issued.

“**Street**” means a way or place of whatever nature, publicly maintained and open to use of the public for purposes of vehicular travel.

“**Tax-exempt Non-profit Organization**” means an organization that is exempted from payment of income taxes by federal or state law.

“**Vendor**” means any Person who sells or offers to sell any goods, food, or beverages within a Special Event Revenue.

“**Gross Revenues**” means the sum of all revenues received by an Event Organizer for a Special Event, including, but not limited to, cash receipts, licensing, sponsorships, advertising and similar revenues, and concessions.

### III) Delegation of Town Manager's Authority

The Town Manager delegates any or all functions under this policy.

### IV) Application for Permits

#### A) Special Event Permit Required

- 1) For any person, organization or company to conduct, promote, manage, aid, or solicit attendance at a Special Event the person, organization or company shall obtain a Special Event Permit from the Town of Smithfield.
- 2) The Town is authorized to:
  - Issue permits for Special Events occurring within the town limits pursuant to the procedures established by the Town.
  - Is authorized to determine the Special Event Venue.
  - Set reasonable boundaries for the Special Event Venue, balancing the Special Event requirements and public health, safety, and welfare.

#### B) Exemptions to Special Event Permit Requirements

- 1) The following activities are exempt from the Special Event Permit requirement:
  - Funeral processions by a licensed mortuary; or,
  - Athletic contests and their related activities that do not require street closures or increased police presence.
- 2) Although not required to obtain a Special Event Permit, an Event Organizer of an activity exempted pursuant to Item 1 above, is required to comply with all regulations established by the Town for the intended public property, park or facility; contract and coordinate the use of the public property, park or facility with the authorized managing Town agency; and comply with regulations governing public safety or health.

#### C) Application Deadlines

Any person, organization or company seeking the issuance of a Special Event Permit shall apply by filing a completed Special Event Permit Application with the Town not less than **forty-five (45)** calendar days, nor more than two (2) years, before the proposed Special Event date(s). Once the application has been filled out it will be presented to Town Council for approval.

#### D) Application Fee

No Special Event Permit Application shall be considered unless or until the applicant shall have paid a **\$25.00** application fee. No refund of the application fee will be made unless the applicant is denied approval of a Special Event Permit or the Event Venue is altered or changed in such a manner as to make the proposed Event Venue unsuitable for the proposed event. The Town is not responsible for any costs incurred by the Event Organizer if such site changes and/or alterations do occur.

#### **E) When Application is Deemed Fully Executed**

A Special Event Permit Application is deemed fully executed when the applicant has provided all of the information required and requested on the Special Event Permit Application and the Town has approved the application.

#### **F) Indemnification and Reimbursement Agreement**

No Special Event Permit Application shall be granted unless the applicant has executed an agreement with the Town, on a form prescribed by the Town, in which the applicant promises and covenants to reimburse the Town for any costs incurred by the Town; and to indemnify the Town and hold it harmless from any liability to any person resulting from any damage or injury occurring in the connection with the permitted Special Event caused by the action of the permittee, the Event Organizer, its officers, employees or agents or any person under their control insofar as permitted by law.

#### **G) Payment of Town Services**

Unless otherwise indicated by the Town, the Town will invoice the Event Organizer following the conclusion of the Event for the cost of Town Services provided for the Event. The Event Organizer must pay all invoices within thirty (30) calendar days; thereafter, applicable late fees will apply.

#### **H) Security Deposit**

The Town may require an Event Organizer to prepay, in the form of a security deposit, a portion or all of the estimated costs of Town Services for the proposed Special Event. The applicant will be notified of the Security Deposit requirement at the time of official response from the Town to the Special Event Permit Application. If required, a Security Deposit must be paid no later than twenty (20) calendar days prior to the start of the proposed Special Event. The Town reserves the right to revoke a Special Event Permit for non-payment of a required Security Deposit. A Security Deposit may be required at the Town's discretion when:

- The Event Organizer has never before hosted a Special Event within the Town of Smithfield
- The Event Organizer is not a resident of Smithfield or is not a business located within Smithfield.
- The person applying as the Event Organizer is not doing so on behalf of a legal corporation.
- The Town believes there may be some reason it will have difficulty being reimbursed for its costs after the Special Event.

#### **I) Insurance**

The applicant shall procure and maintain at all times during its use of the Event Venue, insurance in such amounts and with such coverage as shall reasonably be required by the Town and shall name the "Town of Smithfield, its officers, officials, employees and agents" as an additional insured there under. The Town of Smithfield Manager based upon the nature of the activity and the risk involved, shall determine the amounts and type of insurance required. The applicant shall provide the Town with a certificate from an insurer evidencing such coverage no later than **fifteen (15)** calendar days prior to applicant's use of the Event Venue. The certificate shall also provide that the insurer shall give the Town reasonable advance notice of the insurer's intent to cancel the insurance coverage provided.

#### **J) Permits Not Transferable**

No Special Event Permit or conditional approval may be transferred.

#### **K) Order**

Special Event Permit Applications shall be considered and processed in order of receipt by the Town. The use of a particular public Event Venue or part thereof shall be allocated in order of receipt of fully completed applications accompanied by the application fee.

#### **L) Amendment or Revision of Application**

Any amendment or revision of a Special Event Permit Application shall for purposes of determining its order of priority, relate back to the original filing date. However, the time in which the Town shall grant or deny the application for the permit and serve notice of such granting or denial shall be computed from the date of the amendment or revision. No amendment or revision of a Special Event Permit Application, except those related solely to minor venue layout changes or other minor event logistics, will be accepted within **sixty (60) calendar** days from the start of the proposed Special Event.

### **M) Conditional Approval**

Special Event Permit Applications which require insurance approval(s), security deposit payment or permits from other governmental entities, or compliance with other terms or conditions, will be reviewed and, if the application otherwise conforms to all other requirements, a conditional approval will be issued. If, within the time prescribed by the Town, any required fee or security deposit is not paid, or an insurance certificate evidencing the requisite insurance is not filed with the Town, or approval or permit of other governmental entities has not been received, or the other terms and conditions have not been met, the conditional approval will automatically expire, the application for permit will be deemed denied. In such instances, the Town will make no refund of the application fee.

### **N) Special Event Permit Application Review**

All Special Event Permit Applications are subject to review by the Town. Event Organizers may be requested to meet with Town representatives to review event plans, layout and all other event logistics prior to the official decision and notification of approval or denial of the Event's application.

### **O) Written Notice of Approval or Denial**

Applicant will be notified within **thirty (30)** calendar days of the date on which a Special Event Permit application is fully completed and filed with the Town of approval or denial. However, the Town may extend the period of review for an additional **fifteen (15)** days by issuance of a written notice of extension.

### **P) Notice of Extended Review or Denial of Permit**

Written notice of denial or notice of extension shall be served on the applicant by personal delivery, or by United States mail to the name and address set forth on the application for permit.

### **Q) Contents of Notice; Grounds for Denial**

Notice of denial of a Special Event Permit Application shall clearly set forth the grounds upon which the permit was denied and, where feasible, shall contain a proposal by the Town for measures by which the applicant may supply additional information or amend their original application to accommodate permit approval. In the event a fully executed prior application for the same time and/or venue has been received, and a permit has been or will be granted, the Town shall purpose an alternative venue, if available for the same time, or an alternative time, if available for the same venue.

To the extent permitted by law, the Town may deny a Special Event Permit Application if the applicant or the person on whose behalf the application was made has on a prior occasion made material misrepresentations regarding the nature or scope of an event or activity previously permitted or has violated the terms of a prior Special Event Permit issued on behalf of the applicant.

The Town may also deny a Special Event Permit Application on any of the following grounds:

- 1) An application (including required attachments and submissions) is not fully completed.
- 2) An applicant has not tendered the required application fee or has not tendered the required user fee, indemnification agreement, insurance certificate, or security deposit within the deadlines prescribed by the Town.
- 3) An application contains a material falsehood or misrepresentation.
- 4) An applicant is legally incompetent to contract or to sue and be sued.
- 5) An applicant or person on whose behalf the application was made has on prior occasion damaged a public property, park or facility and has not paid in full for such damage, or has other outstanding and unpaid debts to the Town.
- 6) A Special Event Permit Application for the same time and venue has been received, and a permit has been or will be granted to a prior applicant authorizing uses or activities which do not reasonably permit multiple occupancy of the particular public property.
- 7) The use or activity intended by the applicant would violate the terms of the Town's Special Event Exclusivity granted a prior applicant that has been or will be granted approval.
- 8) The applicant requests use of an Event Venue that is unavailable based on the Town's Right of First Refusal policy (refer to Section XVII).
- 9) The proposed use or activity would conflict with previously planned programs, projects, activities or events organized and conducted by the Town.
- 10) The proposed use or activity is prohibited by or unsuitable for the uses of the Event Venue.

- 11) The proposed use or activity would present an unreasonable danger to the health or safety of the applicant, or other users of the public property, park or facility, of Town personnel, or of the public.
- 12) An applicant has not complied or cannot comply with applicable licensure requirements, fees, taxes, ordinances or regulations of the Town.
- 13) The proposed use or activity is prohibited by law, by Town Code or ordinance, or by the regulations of the venue's governing public agency.
- 14) Due to limited resources and personnel capacity, the Town is not able to provide the required or requested resources and/or personnel for the proposed Special Event, or has committed those resources and/or personnel within a similar time frame to a prior applicant.
- 15) The proposed use or activity will substantially interrupt public transportation or other vehicular and pedestrian traffic in the area of its route.
- 16) The proposed use or activity would cause an irresolvable conflict with construction or development in the public right-of-way or at a public facility.
- 17) The proposed use or activity will have an unmitigated adverse impact upon residential or business access and traffic circulation in the vicinity of the Event Venue.
- 18) An applicant has not provided sufficient off-site parking or shuttle service, or both, required to minimize any substantial adverse impacts on general parking and traffic circulation in the vicinity of the event.

**R) Written Estimate of Town Services Costs**

Within thirty (30) calendar days of the date on which a Special Event Permit Application is fully completed and filed with the Town, the Event Organizer will be provided an estimate of the costs of Town Services and an outline of the scope of those Town Services to be scheduled and employed at the event. The estimated cost of Town Services will be based on information provided by the Event Organizer and the best estimates of Town staff. The actual costs may vary based on unforeseen factors prior to and during the event and/or changes and deviations from the information within the original Special Event Permit Application.

**S) Written Post-Event Review**

Within 60 (sixty) calendar days from the completion of a Special Event, the Town may provide the Event Organizer a written review of items and/or concerns related to their Event that may negatively influence the Event Organizer's ability to obtain future Special Event Permits. This review is intended to provide the Event Organizer ample opportunity to address, plan and implement corrective measures prior to filing for a future Special Event Permit.

**V) Procedures for Review**

**A) Review by Town**

- 1) An Event Organizer may within seven (7) calendar days of official notification by the Town, file a written appeal to the Town Manager if:
  - A Special Event Permit Application has been denied.
  - A specific Town requirement or restriction outlined in an approved or conditionally approved Special Event Permit is considered to be unreasonable. This does not include requests by Event Organizers that fees for Town Services be waived or discounted.
- 2) The Town Manager shall have seven (7) calendar days from the date on which the appeal was received in which to notify the applicant that the appeal has been affirmed, modified or reversed.
- 3) Such notice shall be deemed served upon the applicant or permittee when it is personally delivered or sent by United States mail to the name and address set forth on the application permit.

**B) Form of Appeal**

Any appeal filed pursuant to this policy shall state succinctly the grounds upon which it is asserted that the determination should be modified or reversed and shall be accompanied by copies of the Special Event Permit Application, the written notice of the determination of the original application or request, and any other papers or documentation material to the determination.

## **VI) Issuance of Town Services for Special Events**

- 1) The Town may provide services for a Commercial or Non-Commercial Special Event, if provisions are made with the Event Organizer for Cost Recovery or Revenue Sharing, or both.
- 2) The Town may provide services in direct support of a Town-Sponsored Special Event, if the funds to offset Town Services costs are within budget limitations of the Town and if the Town Manager finds that a public purpose will be served. (See Addendum I)

## **VII) Use of Town Logo or Name**

Prior authorization from the Town of Smithfield is required for an Event Organizer to use the words, "The Town of Smithfield" or "Town of Smithfield" or a facsimile of the official logo of the Town of Smithfield, in the title and/or promotional materials of a Special Event.

## **VIII) Revocation of Special Event Permit**

- 1) A Special Event Permit may be revoked if the Town determines:
  - a) An Event cannot be conducted without violating the standards or conditions of the Special Event Permit.
  - b) An Event is being conducted in violation of any condition of the Special Event Permit.
  - c) An Event poses a threat to public health or safety.
  - d) An Event Organizer or any person associated with the Event has failed to obtain any other permit required pursuant to this policy.
  - e) A Special Event Permit was issued in error or contrary to law.
- 2) Except as provided in Item (3) below, notices of revocation shall be in writing and specifically set forth the reasons for such action.
- 3) If there is an emergency requiring immediate revocation of a Special Event Permit, the Town may notify the permit holder verbally.
- 4) An appeal from a revocation shall be handled in the same manner and under the same time requirements as denials of Special Event Permit Applications.

## **IX) Cost Recovery for Special Events**

- 1) The Town shall charge all Special Events for the actual cost of Town Services. However, the cost of Town Services for Town Sponsored Special Event may be fully or partially paid for by Town.
- 2) Whenever a Special Event is conducted without a Special Event Permit when one is required, or an Event is conducted in violation of the terms of an issued Special Event Permit, the Event Organizer shall be responsible for, and the Town shall charge the Event Organizer for the cost of all Town Services.

## **X) Revenue Sharing for Special Events**

- 1) An Event Organizer of a Commercial or Non-Commercial Special Events may pay the Town a negotiated percentage of Gross Revenues, a flat fee, a combination of percentage of Gross Revenues and a flat fee, or any other revenue sharing agreement the Town Manager deems to be in the best interests of the Town.
- 2) Cost Recovery under Section IX, shall not be required of a Commercial or Non-Commercial Special Events where payment for such services has been negotiated by the Town Manger within a Revenue Sharing agreement with the Town.
- 3) The Town Manager shall retain the right to determine when the Town elects to enter into a Revenue Sharing agreement with a Special Event.
- 4) To apply for a Revenue Sharing agreement with the Town, an Event Organizer must indicate this on their Special Event Permit Application, and subsequently provide all requested information pertaining to the event and organization.
- 5) All applicable deadlines related to submitting a Special Event Permit Application, Town notification and response to applications (see Section IV) are extended by **thirty (30)** calendar days for Special Events applying for a Revenue Sharing agreement.

- 6) An Event Organizer of a Special Event who has entered into a Revenue Sharing agreement with the Town shall make payment and provide a final financial statement audited by a certified public accountant to the Town no later than **thirty (30)** calendar days after the Event for the fees and revenues to be paid to the Town.

**XI) Effect of Receipt of Donations on Status of tax-exempt Non-Profit Organizations**

A tax exempt non-profit Organization sponsoring a Non-Commercial Special Event may acknowledge the receipt of cash or in-kind services or goods, donations, prizes or other consideration from for-profit organizations without causing the Event to be considered a Commercial Special Event. Such acknowledgment may include use of the name, trademark, service mark or logo of such a for-profit organization in the name or title of the Event or the prominent appearance of the same in advertising or on collateral material associated with the Event.

**XII) Town Authorized to Adopt Rules and Regulations**

The Town is authorized to promulgate additional rules and regulations that are consistent with and that further the terms and requirements set forth by the Town and the provisions of law that pertain to the conduct and operation of Special Events.

**XIII) Enforcement Authority**

The Town is authorized to administer and enforce the provisions of this policy. Town personnel may exercise any enforcement powers as set forth and permitted by law.

**XIV) Other Permits and Licenses**

- 1) The issuance of a Special Event Permit does not relieve any Event Organizer or person from the obligation to obtain any other permit or license required pursuant to Town Code.
- 2) The issuance of any other permit or license issued pursuant to Town Code does not relieve any Event Organizer from the obligation to obtain a Special Event Permit pursuant to this policy.

**XV) Venues for Commercial Special Events**

Commercial Special Events are permitted only at the following public Event Venues:

- 1) Anything in corporate limits and town owned property. Excluding private property.

**XVI) Special Event Exclusivity**

The Town will provide exclusivity to each Event Organizer that is granted a Special Event Permit. This exclusivity will provide sole use of the special event venue on the approved dates as outlined in the approved Special Event Permit. Furthermore, no other similar Special Event will be approved for the same Event Venue for **15 days** prior to the start of the approved initial Event, or for **15 days** after the last day of the approved Event. Similar Special Events are considered to be events that contain nearly identical themes, activities and/or programs to such a degree that the public would likely confuse the two events and that the hosting of the two events would likely reduce the attendance and/or participation of the initial Special Event. The Town reserves the right to determine when this exclusivity should be enacted and applied.

**XVII) Special Event Right of First Refusal**

An Event Organizer will be granted the first option for the same or similar date (e.g. third Saturday in a specific month) during the following year for hosting a similar Event.

- 1) This right of first refusal will expire **sixty (60)** days from the conclusion of the initial Special Event; and,
- 2) Is not transferable to another Event Organizer.

### **XVIII) Alcoholic Beverages at Special Events**

The following guidelines are for all Special Events that include serving of alcoholic beverages. The purpose of this policy is to:

- Ensure public safety
- Prevent under-age possession of alcohol
- Prevent under-age consumption
- Ensure adequate observation to help prevent intoxication
- Ensure compliance with Virginia Alcohol Beverage Control regulations

- 1) Serving and consumption of beer and/or wine at any event must be approved by Town Council.
- 2) Any Special Event held on Town property serving beer and/or wine shall have a defined area for serving and consuming beer and/or wine. This defined area, referred to as a Beer/Wine Garden, and may include a portion of or the entire Event Venue.
- 3) The Event Organizer must obtain the appropriate license from the Virginia Department of Alcohol Beverage Control.
- 4) All Special Events approved to sell beer and/or wine must provide, prior to the Event, training for the frontline event staff and volunteers responsible for selling and serving beer and/or wine.
- 5) All event volunteers and staff members engaged in any aspect of serving beer and/or wine (which includes but is not limited to checking ID's, arm banding, ticket sales, serving and monitoring) are prohibited from consuming alcohol during the event. This includes any server who completes their shift and is requested to return to duty.
- 6) The Applicant of the Alcohol Beverage Control license, or the Event Supervisor in charge, must be present at the Event Venue during the entire event. The Town requires that every event organizer clearly display the name or names of their event's Event Supervisor(s) in the Beer/Wine Garden during the entire Event.
- 7) The Event Organizer is solely responsible for assuring that the Beer/Wine Garden is properly supervised and that its event staff has been properly trained to serve such beverages as well as understands that it is against the law of the Commonwealth of Virginia to sell alcoholic beverages to anyone who is less than twenty-one years of age, to anyone that the server knows, or has reason to believe, is intoxicated, or to anyone who has been forbidden to possess alcohol by a court of competent jurisdiction. The Event Organizer is responsible for advising the servers that they could face criminal charges for serving alcohol to any above-described person.
- 8) The Event Organizer must implement a system of identification and distribution as approved by the Virginia Department of Alcohol Beverage Control that effectively monitors the consumption of each event attendee.
- 9) Serving of beer and/or wine shall not extend beyond 11:00pm for any Special Event.
- 10) The Town of Smithfield reserves the right to deny, cease or restrict, in any manner deemed appropriate, either prior to or during a Special Event the serving or consumption of beer and/or wine. Factors governing this decision will include:
  - Proposed Event Venue layout & site plan
  - Number of proposed beer and/or wine serving locations
  - Anticipated and/or actual number of event attendees
  - Nature of the event
  - History of the event
  - Duration of the event
  - The Event Organizer's ability to provide sufficient event staff
  - Ability of the event staff to monitor and control under-age consumption
  - Concern for public safety
  - Evidence of non-compliance with Virginia Alcohol Beverage Control laws and license.

## ADDENDUM I

### **Town-Sponsored Special Events**

#### **A) Purpose**

It is the purpose of listing the Town-Sponsored Special Event criteria to clearly outline the elements required and desired by the Town for this designation. It is further intended to provide a tool that Special Events organizer can use to seek such designation. In order to be granted this status a Special Event and its Event Organizer must clearly display over an extended period of time; a) a high level of community support; b) a positive community contribution; c) stable financial administration and management; and d) the ability to effectively host a Special Event within the guidelines set by the Town. In awarding Town-Sponsored status and its associated funding, the Town of Smithfield acknowledges that such Special Events greatly enhance the quality of life for citizens of Smithfield and provide benefits to citizens through the creation of unique venues for expression and entertainment that are not normally provided as a part of governmental services.

#### **B) Town-Sponsored Special Events Criteria**

- 1) Must be approved by Smithfield Town Council for Town-Sponsored status.
- 2) The Special Event must show growing or at least a stable public interest. This is exhibited through attendance, sponsorship and community support.
- 3) The primary Event Organizer must be either a Isle of Wight based qualified non-profit Corporation or a Town agency.
- 4) If the Event Organizer is a non-profit organization, the organization must be financially stable, have an active membership, and provide viable service(s) to the citizens of Smithfield.
- 5) The Special Event must clearly display and contain elements that contribute to the quality of life for the Town of Smithfield. Examples: historical, cultural, arts, community-spirit, wellness, etc.
- 6) The Event Organizer must have a proven track record of successfully and effectively managing and administering the Special Event. This would include
  - A record of effectively providing and training event volunteers and staff;
  - Adherence to Town of Smithfield policies and provisions related to Special Events;
  - If beer/wine is to be serviced, a record of adherence to Virginia Alcohol Beverage Control policies.
- 7) The Event Organizer must obtain a Town of Smithfield Special Event Permit.
- 8) The Event Organizer must submit a post-event report to the Town within 30 days from the end of the Event.

#### **C) Funding of Town-Sponsored Special Events**

- 1) During the Town's annual budget process, the Town Manager will recommend to Town Council a list of Special Events earmarked for Town-Sponsored status during the upcoming fiscal year.
- 2) Public funding for Town-Sponsored Special Events is not guaranteed beyond the current fiscal year in which it is approved. Town Council will annually elect to continue this funding.



## **Town Sponsored Special Events**

### **2013**

- *Smithfield Olden Days (June)*
- *Smithfield Fireworks (July)*
- *Smithfield Town and Country Day (October)*
  1. *Hog Jog*
  2. *Souper Saturday*
  3. *Ruritan Classic Car Show*
  4. *Court Days*
- *Smithfield Safe Halloween (October)*
- *Smithfield Homecoming Parade (October)*
- *Smithfield Christmas Parade (December)*

## AGREEMENT BETWEEN TOWN AND ENGINEER

### PROFESSIONAL ENGINEERING CONSULTING SERVICES TERM CONTRACT

This AGREEMENT, made and entered into this, the 2nd day of January, 2013, by and between the **Town of Smithfield, Virginia** whose principal office is the Office of the Town Manager, 911 South Church Street, Smithfield, Virginia 23430, hereinafter referred to as the TOWN, party of the first part, and **Draper Aden Associates** with an office located at 703 Thimble Shoals Boulevard, Suite C-2, Newport News, Virginia 23606 hereinafter refer to as the ENGINEER, party of the second part.

WITNESSETH: That the ENGINEER does hereby agree with the TOWN for the consideration named herein, to perform the professional engineering services as requested by the TOWN on individual PROJECT(s) in accordance with the terms and conditions of this AGREEMENT.

#### 1. ENGINEERS SERVICES

- A. Upon determination by the TOWN of a need for services from the ENGINEER, the TOWN will notify the ENGINEER of services required the desired time frame for the completion of those services, and known project constraints, if any. The ENGINEER shall, within five (5) consecutive calendar days of such notification, or a mutually agreeable extension thereof, deliver to the TOWN a written description of the services proposed, the associated schedule with the major milestones of the proposed scope of services, and a fee proposal supported by man-hours by discipline for Basic Services and estimated quantities for Optional Service. Fee proposal(s) shall be based upon "Draper Aden Associates Rate Schedule," which by reference is made a part hereof. All scope of services, schedules, and fees will be subject to negotiation.
- B. Upon the TOWN'S authorization by Notice to proceed as provided for herein, the ENGINEER, on behalf of the TOWN, shall provide for and undertake professional engineering services associated with the design, estimated costs, and preparation of plans and specifications and/or other related services on individual PROJECT(s).
- C. All engineering services shall be certified by Professional Engineer(s) authorized and licensed to do business in the Commonwealth of Virginia. The ENGINEER agrees that such services shall be performed with the normal skill and care exercised by similar professionals rendering these types of services.
- D. Key personnel and project approach shall be in accordance with the ENGINEER'S proposal dated September 28, 2012.

- E. Bid documentation shall be prepared to facilitate compliance with competitive sealed bidding procedures of the Virginia Public Procurement Act and requirements of special funding grants, if applicable.
- F. The ENGINEER shall comply with all federal, state and local laws and ordinances applicable to the work in effect as of the date of this AGREEMENT or as superseded by the effective date of TOWN'S request for services for an individual PROJECT.

2. THE TOWN SHALL PROVIDE

- A. Available pertinent information and available data requested by the ENGINEER.
- B. Certain assumptions that may be necessary to the ENGINEER.
- C. Timely review of draft and preliminary materials submitted by the ENGINEER.
- D. Application fees, permits and appropriate signatures and authorizations.
- E. Access to properties to the extent reasonable and feasible as necessary for the ENGINEER to perform their services under this AGREEMENT.
- F. Liaison with Virginia Department of Health, Department of Environmental Quality, Hampton Roads Sanitation District, Virginia Department of Transportation, and other regulatory agencies, unless otherwise specified by the TOWN.

3. TERM OF AGREEMENT

The services shall commence upon conveyance of a fully executed AGREEMENT to the ENGINEER. The initial term of this AGREEMENT shall be from the date of the AGREEMENT, January 2013, through January 2016. Upon expiration of the initial term, this AGREEMENT may be renewed for an additional two-year period.

The AGREEMENT shall allow for multiple PROJECTS. PROJECT(s) under this contract will be of an expedited nature, which would preclude the TOWN'S procurement process on a project-by-project basis, or when the engineering services for a project is anticipated to be less than \$100,000.00. The TOWN makes no guarantee of any minimum amount of work to be assigned under this AGREEMENT; the TOWN reserves the right to terminate the AGREEMENT and subject the contract to additional competition should its requirements exceed \$500,000.00 compensation to the ENGINEER in any twelve-month contract period.

PROJECT(s) shall be authorized by the TOWN by written Notice to Proceed executed by the Town Manager. The Notice to Proceed shall be supported by written notice from the TOWN Project Manager, accepting services, schedules, and fees for the proposed PROJECT, and Certification of Funds via Purchase Order from the Purchasing Agent. Each PROJECT so authorized by the TOWN shall become an attachment to this AGREEMENT.

4. DOCUMENTS

- A. Plans, specifications, geotechnical reports and other supporting documentation developed under the AGREEMENT shall be organized and bound by the ENGINEER in a suitable manner. ENGINEER shall furnish appropriate copies of the documents for all regulatory reviews and three (3) copies for the TOWN staff review; copies for the Bidding and Construction Phases will be provided to the TOWN, as detailed in the Scope of Services for the respective PROJECT.
- B. All information and materials gathered and/or prepared by the ENGINEER under the terms of this AGREEMENT shall be delivered to, become, and remain the property of the TOWN upon completion or termination of the work.

Unless otherwise provided for in the PROJECT Scope of Services, Record (or latest version) Drawings shall be furnished on CD in AutoCAD, version 14, or upgrade as mutually agreed upon; Record (or latest version) Specifications shall be furnished on diskette in Microsoft Word, version 7.0, or upgrade as mutually agreed upon.

- C. All documents prepared by the ENGINEER pursuant to this AGREEMENT are instruments of service with respect to the PROJECT. They are not intended or represented to be suitable for reuse by the TOWN or others in extensions of the PROJECT or on any other project. Any reuse without written verification, adaptation or expressed approval by the ENGINEER for the specific purpose intended will be at the TOWN'S sole risk and without liability to the ENGINEER.
- D. The ENGINEER agrees to retain a copy of all records, documents and support materials relevant to this AGREEMENT for a minimum period of two (2) years following final payment for the specific PROJECT to the ENGINEER by the TOWN. Documents and material developed by the ENGINEER under this AGREEMENT are the property of the TOWN.

5. CHANGES AND ADDITIONS

- A. It shall be the responsibility of the ENGINEER to notify the TOWN, in writing, of any necessary modifications or additions in the Scope of this AGREEMENT. Compensation for changes or additions in the Scope of this AGREEMENT will be negotiated and approved by the TOWN, in writing.
- B. It is understood and agreed to by both the TOWN and the ENGINEER that such modifications or additions to this AGREEMENT shall be made only by the full approval of the TOWN. Furthermore, it is understood and agreed by both parties that any work done by the ENGINEER on such modification or addition to this AGREEMENT prior to the TOWN'S approval shall be at the total risk of the ENGINEER and said work may not be compensated by the TOWN.

6. REPRESENTATIVES

- A. The TOWN Representative will be the Town Manager, or as otherwise designated in writing for the specific PROJECT.
- B. The ENGINEER'S Representative shall be the Project Manager, or as otherwise designated in writing and accepted by the TOWN in writing.

7. PROGRESS REPORT

The ENGINEER shall submit a written monthly report covering the general progress on the tasks described in the respective Scope of Services. This report shall include a description of any problems and/or modifications to the PROJECT schedule.

8. COMPENSATION TO THE ENGINEERS

- A. The TOWN will pay the ENGINEER for services rendered under this AGREEMENT, as negotiated per PROJECT.
  - (1) The compensation format shall provide for a lump sum fee for Basic Services plus actual cost of printing/reproduction of plans, specifications and other documents required for submittal and for bidding and construction. Neither additional direct personnel expenses nor other expense items shall be allowed for Basic Services. Fees for Basic Services shall be established in accordance with the rate structure of EXHIBIT A.
  - (2) The compensation format shall provide a rate structure and estimated amounts for Optional Services including but not limited to, soil borings, test

pits, easement plats, as approved and provided for per PROJECT.

(3) Additional Services, if any, shall be subject to negotiation.

- B. Compensation to the ENGINEER for these services is expressly conditioned upon future appropriation of said funds by the TOWN Council and a properly executed written Notice to Proceed.
- C. The rates for compensation payable to the ENGINEER under EXHIBIT A shall be firm through December 2013. Thereafter, with written notice from the ENGINEER, the rates may be adjusted upwardly a maximum of six percent (6%) per twelve-month period with certification that payroll has been adjusted accordingly.

9. MANNER OF PAYMENT

- A. The ENGINEER shall furnish the TOWN with timely invoices not later than the 15th of the month for services to date. Any invoices received after the 15th, shall be held until the following month. Invoices in excess of \$10,000 shall require approval of the TOWN Council, which meets the first Tuesday of each month, prior to payment. The terms of payment will be net thirty (30) days.

Each invoice shall directly attribute each charge to specific service, task to phase, and shall include an assessment of progress. Documentation for items listed in each statement shall be provided in detail satisfactory to the TOWN.

- B. The contract fees shall be paid monthly, following approval of the work by the TOWN on the basis of invoices supported by documented records. The TOWN, at its discretion, will have the right at any time prior to completion of the work to withhold payment to the ENGINEER for services performed if the percent of payment request, in the opinion of the TOWN, is substantially in excess of the TOWN'S evaluation of the completion of the work. The payment shall be withheld until such time as the percentage of completion is consistent with the percentage of payment requested.
- C. Should any statement be the subject of a legitimate dispute between the parties, no interest shall apply to any amounts not paid by the TOWN because of said dispute; the TOWN shall pay all amounts not included in the dispute.

10. TIME SCHEDULE

The ENGINEER shall begin the work within five (5) consecutive calendar days upon issuance of the TOWN'S Notice to Proceed. The work shall proceed in substantial accordance with the Project Schedule and the ENGINEER shall complete the work as

negotiated for the particular PROJECT.

Except for review/approval schedule(s) stipulated herein, there shall be no claim for delay when TOWN'S review and comments/approval are required unless such review and comments/approval does not occur within ten (10) days after receipt by the TOWN of the ENGINEER'S written demand for such.

11. TERMINATION

Either party may terminate this AGREEMENT at any time by giving written notice to other party at least ten (10) calendar days prior to such termination. The ENGINEER shall be entitled to receive only the fair value of services rendered hereunder prior to the effective date of such notice of termination. All work products produced by the ENGINEER shall be the property of the TOWN.

12. ASSIGNMENT

Neither the TOWN nor the ENGINEER shall assign, sublet or transfer their right or obligations in the AGREEMENT without the written consent of the other; such consent shall not be unreasonably withheld. Consent to assign, sublet or otherwise transfer the rights or obligations of this AGREEMENT shall not be construed to relieve the ENGINEER or any responsibility for the fulfillment of this AGREEMENT.

13. NON-DISCRIMINATION

- A. The ENGINEER (CONTRACTOR) shall comply with Sec. 11-51 of the Code of Virginia which states in part: "The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex national origin except where religion, sex or national origin is a bona fide Occupational qualification reasonably necessary to the normal operational qualification reasonably necessary to the normal operation of the contractor."
- B. The ENGINEER further agrees to require all subcontractors, consultants, sub consultants, or another person, corporations or legal entities providing or furnishing labor, material, equipment, work, or professional services related to the PROJECT(s) under this AGREEMENT valued in excess of \$10,000 to execute a non-discrimination statement as a condition of payment.

14. INSURANCE AND INDEMNITY

- A. The ENGINEER shall purchase and maintain insurance coverage in form and amount sufficient to properly protect the TOWN and the ENGINEER until final acceptance of any work authorized under this AGREEMENT. As a minimum insurance coverage shall be as indicated below:

<u>TYPE OF INSURANCE COVERAGE</u>	<u>LIMITS</u>
1. Workman's Compensation Employer's Liability	Statutory \$100,000.00
2. Comprehensive General Liability with XCU & Contractual included	\$500,000.00 each \$500,000.00 each Occurrence \$500,000.00 in Aggregate
3. Property Damage Liability	\$100,000.00 each Occurrence

Furthermore, professional Liability insurance in an amount not less than \$1,000,000, combined single limits (CSL) shall also be provided. The TOWN reserves the right to require additional and/or alternative insurance coverage(s) should, in the TOWN'S sole opinion, a specific PROJECT so warrant; if required, compensation to the ENGINEER for the PROJECT shall be negotiated accordingly.

Insurance must be furnished by such companies as authorized and licensed to transact business in the Commonwealth of Virginia. ENGINEER shall furnish the TOWN with a certificate evidencing insurance coverage as above with the TOWN named as an Additional Insured under General Liability and Automobile Liability. Each certificate or policy shall carry the provision that the TOWN shall be given thirty (30) days prior written notice of any cancellation or material reduction in coverage.

- B. The ENGINEER shall indemnify and save harmless the TOWN and its agents, servants, employees and officers from all claims, loss, damage, injury liability, costs and expenses of whatsoever kind or nature (including attorney's fees) caused by or resulting from the ENGINEER'S negligent performance of any of the services furnished under this AGREEMENT; and the same shall include injury or death to any person or persons and damage of any property, including that of the TOWN.
- C. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Section 14 to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants,

to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to a Specific Project or Task Order, or this Agreement, from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, agents, employees, or Consultants, or any of them (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto.

15. RESPONSIBILITY OF ENGINEERS

The ENGINEER shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications and other services furnished by the ENGINEER under this AGREEMENT.

The ENGINEER shall without additional costs or fee to the TOWN, correct or revise any errors or deficiencies in his performance. Neither the TOWN'S review, approval or acceptance of, nor payment for any of the services required under this AGREEMENT shall be deemed a waiver of rights by the TOWN, and the ENGINEER shall remain liable to the TOWN for all costs which are incurred by the TOWN as a result of the ENGINEER'S negligent performance of any of the services furnished under this AGREEMENT.

16. DISPUTE RESOLUTION

Any dispute arising under the terms of the AGREEMENT shall first go to mediation, and if the dispute is not concluded through mediation, then the dispute must be litigated in a proper forum within six (6) months of the termination of the mediation proceeding

17. LITIGATION

In any claim or dispute between the parties to this AGREEMENT, arising out of or relating to this AGREEMENT or the breach thereof, the parties consent to the jurisdiction and sole venue of the Circuit Court of the City of Newport News, Virginia.

The ENGINEER shall not cause a delay of work because of the pending litigation proceedings, except with the express, written consent of the OWNER or written instruction from the Court.

18. NON-APPROPRIATION

Notwithstanding anything contained herein to the contrary, this contract shall be terminated if all of the following events shall have occurred.

- A. Funds are not appropriated for a subsequent fiscal period during the term of this contract for the acquisition of substantially the same functions as provided for herein, and written notice thereof is given to the ENGINEER at least thirty (30) days prior to the first day of such subsequent fiscal period or within five (5) days of the approval of the final budget for such fiscal year, whichever occurs later.
- B. TOWN has exhausted all funds legally available for payment under this contract.

Upon such termination, the ENGINEER'S only remedy shall be to terminate the contract at the end of the fiscal period during which notice is given; and payment in compliance with the contract for materials, goods, and services rendered thereunder during the fiscal year at the end of which termination occurs, without penalty, termination, profit or overhead expenses of any kind, shall constitute full performance on the part of the OWNER.

19. SEVERABILITY

If any part, term, or provision of this AGREEMENT, shall be found by the Court to be legally invalid or unenforceable, then such provision or portion thereof, shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any contract document shall not affect the validity of any other provision or portion of the contract document.

20. AGREEMENT CONSTRUED UNDER VIRGINIA LAWS

The AGREEMENT is to be executed and performed in the Commonwealth of Virginia and shall be construed in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties hereto have executed and sealed this AGREEMENT as of the day and year first above written.

**TOWN OF SMITHFIELD, VIRGINIA**

BY: \_\_\_\_\_  
Peter M. Stephenson, Town Manager

ATTEST:

\_\_\_\_\_  
Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney

**DRAPER ADEN ASSOCIATES**

BY: \_\_\_\_\_  
Frederick T. Pribble, P.E.  
Vice President

ATTEST:

\_\_\_\_\_  
Secretary



# Draper Aden Associates

Engineering ♦ Surveying ♦ Environmental Services

<b>2013 Hourly Bill Rate Schedule - Town of Smithfield</b>			
Senior Principal	\$250	Program Environmental Scientist I	\$160
Principal	\$225	Senior Environmental Scientist	\$110
Senior Program Manager	\$190	Senior Project Environmental Scientist	\$100
Program Manager II	\$175	Project Environmental Scientist	\$95
Program Manager I	\$160	Environmental Scientist	\$80
Senior Project Manager	\$150	Staff Environmental Scientist	\$75
Project Manager	\$130		
		Senior Principal Surveyor	\$250
Senior Principal Engineer	\$250	Principal Surveyor	\$225
Principal Engineer	\$225	Senior Program Surveyor	\$190
Senior Program Engineer	\$190	Program Surveyor II	\$175
Program Engineer II	\$175	Program Surveyor I	\$155
Program Engineer I	\$160	Senior Survey Project Leader	\$135
Senior Engineer	\$150	Survey Project Leader	\$125
Senior Project Engineer	\$140	Senior Project Surveyor	\$115
Project Engineer	\$130	Project Surveyor	\$90
Senior Design Engineer	\$120	Senior Survey Technician	\$80
Design Engineer	\$110	Survey Technician	\$75
Engineer	\$100	Survey Crew	\$125
Staff Engineer	\$85	GPS Robotic Crew	\$125
Senior Principal Geologist	\$250	Senior SUE Program Leader	\$150
Principal Geologist	\$225	SUE Program Leader	\$145
Senior Program Geologist	\$190	Senior SUE Project Leader	\$135
Program Geologist II	\$175	SUE Project Leader	\$120
Program Geologist I	\$160	Staff SUE Surveyor	\$85
Senior Geologist	\$150	Senior SUE Technician	\$100
Senior Project Geologist	\$110	SUE Technician	\$75
Project Geologist	\$100	SUE Crew	\$150
Geologist	\$90	Vacuum Services (2 person)	\$250
Staff Geologist	\$85	Vacuum Services (3 person)	\$310
Senior Principal Environmental Scientist	\$250	Senior Construction Manager	\$110
Principal Environmental Scientist	\$225	Project Construction Specialist	\$105
Senior Program Environmental Scientist	\$190	Construction Specialist	\$95
Program Environmental Scientist II	\$175	Staff Construction Specialist	\$85

703 Thimble Shoals Boulevard, Suite C-2  
 Newport News, Virginia 23606  
 (757) 599-9800 Fax: (757) 599-3684  
 daa@daa.com www.daa.com



# Draper Aden Associates

Engineering ♦ Surveying ♦ Environmental Services

Field Engineer/Project Rep	\$70		Senior Office Administrator	\$90
Laboratory Manager	\$95		Office Administrator	\$85
			Senior Administrative Assistant	\$80
Senior Landscape Architect	\$110		Administrative Assistance	\$70
Project Landscape Architect	\$105		Clerical	\$60
Landscape Architect	\$100			
Staff Landscape Architect	\$95			
Senior GIS Administrator	\$100			
GIS Administrator	\$95			
GIS Technician	\$85			
GIS Staff Technician	\$75			
Senior Project Designer	\$110			
Project Designer	\$100			
Designer	\$85			
Staff Designer	\$75			
Senior Technician	\$85			
Project Technician	\$75			
Technician	\$65			
Staff Technician	\$55			
Intern	\$45			
Senior Community Resource Specialist	\$125			
Project Community Resource Specialist	\$120			
Community Resource Specialist	\$115			
Staff Community Resource Specialist	\$75			
Senior Project Administrator	\$95			
Project Administrator	\$85			
Staff Project Administrator	\$75			

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 daa@daa.com www.daa.com

<b>DRAFT STATEMENTS</b>				
<b>Town of Smithfield</b>				
<b>General Fund Operating Budget</b>				
	<b>Adopted Budget</b>	<b>Actual as of</b>	<b>Remaining</b>	<b>% of</b>
<b>Description</b>	<b>2012/2013</b>	<b>11/30/12</b>	<b>Budget</b>	<b>budget</b>
<b>Revenue</b>				
<b>General Fund revenues</b>				
<b>General Fund revenues</b>				
<b>Real Estate Tax</b>				
Current RE Tax	1,648,955.00	652,260.56	996,694.44	39.56%
Delinquent RE Tax	25,000.00	7,186.34	17,813.66	28.75%
Current RE Penalty	8,000.00	-	8,000.00	0.00%
Delinquent RE Penalty	2,500.00	757.75	1,742.25	30.31%
Current RE Interest	1,900.00	-	1,900.00	0.00%
Delinquent RE Interest	2,800.00	1,683.02	1,116.98	60.11%
<b>Total Real Estate Taxes</b>	<b>1,689,155.00</b>	<b>661,887.67</b>	<b>1,027,267.33</b>	<b>39.18%</b>
<b>Personal Property Tax</b>				
Current PP Tax	812,000.00	436,906.65	375,093.35	53.81%
Delinquent PP Tax	10,000.00	15,304.55	(5,304.55)	153.05%
Current PP Penalty	10,725.00	-	10,725.00	0.00%
Delinquent PP Penalty	3,900.00	2,496.53	1,403.47	64.01%
Current PP Interest	650.00	-	650.00	0.00%
Delinquent PP Interest	1,800.00	1,271.52	528.48	70.64%
<b>Total Personal Property Tax</b>	<b>839,075.00</b>	<b>455,979.25</b>	<b>383,095.75</b>	<b>54.34%</b>
<b>Miscellaneous Receipts Over/Short</b>				
	15.00	37.22	(22.22)	248.13%
<b>Total Over/Short</b>	<b>15.00</b>	<b>37.22</b>	<b>(22.22)</b>	<b>248.13%</b>
<b>Other Taxes</b>				
Franchise Tax	139,245.00	-	139,245.00	0.00%
Cigarette Tax	130,000.00	60,356.60	69,643.40	46.43%
Transient Occupancy Tax	140,000.00	82,968.50	57,031.50	59.26%
Meals Tax-4%	776,000.00	348,815.22	427,184.78	44.95%
Meals Tax-2%-budgeted at 1%	194,000.00	144,836.48	49,163.52	74.66%
Communications Tax	238,000.00	59,183.07	178,816.93	24.87%
Rolling Stock	25.00	13.19	11.81	52.76%
Rental Tax	1,300.00	781.59	518.41	60.12%
Sales Tax	275,000.00	60,648.02	214,351.98	22.05%
Consumption Tax	46,000.00	16,070.20	29,929.80	34.94%
Utility Tax	189,500.00	63,566.38	125,933.62	33.54%
<b>Total Other Local Taxes</b>	<b>2,129,070.00</b>	<b>837,239.25</b>	<b>1,291,830.75</b>	<b>39.32%</b>
<b>Licenses, Permits &amp; Privilege Fees</b>				

<b>Town of Smithfield</b>				
<b>General Fund Operating Budget</b>				
<b>Description</b>	<b>Adopted Budget 2012/2013</b>	<b>Actual as of 11/30/12</b>	<b>Remaining Budget</b>	<b>% of budget</b>
Business Licenses	311,000.00	29,203.74	281,796.26	9.39%
Business Licenses Penalty	2,000.00	1,631.95	368.05	81.60%
Business Licenses Interest	1,500.00	137.15	1,362.85	9.14%
Permits & Other License	7,000.00	7,327.80	(327.80)	104.68%
WC Dog Park Registration	1,860.00	369.00	1,491.00	19.84%
Consultant Review Fees	5,000.00	300.00	4,700.00	6.00%
Vehicle License Tags	-	3.00	(3.00)	#DIV/0!
Vehicle License	130,000.00	59,545.00	70,455.00	45.80%
<b>Total Licenses, permits and privilege fees</b>	<b>458,360.00</b>	<b>98,517.64</b>	<b>359,842.36</b>	<b>21.49%</b>
<b><u>Fines &amp; Costs</u></b>				
Public Defender Fee	-	-	-	#DIV/0!
Fines & Costs	57,000.00	19,157.67	37,842.33	33.61%
<b>Total Fines &amp; Forfeitures</b>	<b>57,000.00</b>	<b>19,157.67</b>	<b>37,842.33</b>	<b>33.61%</b>
<b><u>From Use of Money and Property</u></b>				
General Fund Interest	8,000.00	1,429.72	6,570.28	17.87%
Beautification Fund Interest	15.00	56.22	(41.22)	374.80%
Note Proceeds-Farmers (HVAC Loan)	-	80,175.00	(80,175.00)	#DIV/0!
Rentals	9,365.00	9,688.86	(323.86)	103.46%
Smithfield Center Rentals	135,000.00	64,336.21	70,663.79	47.66%
Smithfield Center Vendor Programs	3,725.00	-	3,725.00	0.00%
Windsor Castle Event Rentals	4,000.00	-	4,000.00	0.00%
Fingerprinting Fees	-	460.00	(460.00)	#DIV/0!
Sale of Equipment	1,000.00	-	1,000.00	0.00%
Lease of Land	500.00	-	500.00	0.00%
<b>Total revenue from use of money and property</b>	<b>161,605.00</b>	<b>156,146.01</b>	<b>5,458.99</b>	<b>96.62%</b>
<b><u>Miscellaneous Revenue</u></b>				
Other Revenue	1,500.00	1,581.00	(81.00)	105.40%
Cash Proffer Revenues	-	-	-	#DIV/0!
Obici Foundation Wellness Grant	47,595.00	16,198.00	31,397.00	34.03%
Virginia Municipal Group Safety Grant	2,000.00	3,861.00	(1,861.00)	193.05%
<b>Total Miscellaneous Revenue</b>	<b>51,095.00</b>	<b>21,640.00</b>	<b>29,455.00</b>	<b>42.35%</b>
<b><u>From Reserves</u></b>				
Restricted Reserves-Beautification	-	-	-	#DIV/0!
Reserves-Pinewood Escrow	-	6,090.80	(6,090.80)	#DIV/0!
From Operating Reserves	474,086.09	-	474,086.09	0.00%
<b>Total From Reserves</b>	<b>474,086.09</b>	<b>6,090.80</b>	<b>467,995.29</b>	<b>1.28%</b>

<b>Town of Smithfield</b>				
<b>General Fund Operating Budget</b>				
<b>Description</b>	<b>Adopted Budget 2012/2013</b>	<b>Actual as of 11/30/12</b>	<b>Remaining Budget</b>	<b>% of budget</b>
<b><u>Intergovernmental Virginia</u></b>				
Law Enforcement	161,533.00	40,383.00	121,150.00	25.00%
Litter Control Grant	2,609.00	3,765.00	(1,156.00)	144.31%
Police Block Grants-State	-	-	-	#DIV/0!
Urban Funds-State Match	-	-	-	#DIV/0!
Fire Programs	18,568.00	3,056.00	15,512.00	16.46%
VCA Grant	5,000.00	5,000.00	-	100.00%
DCA Grant (Dam)	25,000.00	-	25,000.00	0.00%
FEMA-VDEM (state portion)	-	3,275.23	(3,275.23)	#DIV/0!
Fuel Refund (state)	7,000.00	4,623.04	2,376.96	66.04%
<b>Total State Revenue</b>	<b>219,710.00</b>	<b>60,102.27</b>	<b>159,607.73</b>	<b>27.36%</b>
<b><u>Intergovernmental Federal</u></b>				
Federal Grants	5,000.00	7,599.02	(2,599.02)	151.98%
FEMA	-	-	-	#DIV/0!
Urban Fund Partial Use Allocation	-	-	-	#DIV/0!
FEMA-federal portion	-	14,449.56	(14,449.56)	#DIV/0!
Federal Formula	-	-	-	#DIV/0!
Federal Grant-Transportation Enhancement Program	-	-	-	#DIV/0!
Pinewood Heights CDBG Relocation Grant-Phase II	624,720.00	-	624,720.00	0.00%
Federal Fuel Income	8,300.00	1,735.30	6,564.70	20.91%
<b>Total Federal Revenue</b>	<b>638,020.00</b>	<b>23,783.88</b>	<b>614,236.12</b>	<b>3.73%</b>
<b><u>Other Financing Sources</u></b>				
<b><u>Operating Transfers In</u></b>				
Transfer In for Debt Service	-	-	-	#DIV/0!
<b>Total Operating Transfers In</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>#DIV/0!</b>
<b><u>Other Financing Sources</u></b>				
Capital Lease Acquisition	-	-	-	#DIV/0!
General Obligation Bond-Land Acquisition	-	-	-	#DIV/0!
Insurance Recoveries	-	4,124.42	(4,124.42)	#DIV/0!
<b>Total Other Financing Sources</b>	<b>-</b>	<b>4,124.42</b>	<b>(4,124.42)</b>	<b>#DIV/0!</b>
<b><u>Contributions</u></b>				
CHIPS Contributions	5,300.00	2,380.00	2,920.00	44.91%
Ruritan Club Contribution-Ivy Hill Bench	-	1,568.00	(1,568.00)	#DIV/0!
Contributions-Employee Awards	-	-	-	#DIV/0!
Contributions-IOW County Port Authority Grants	-	-	-	#DIV/0!

<b>Town of Smithfield</b>				
<b>General Fund Operating Budget</b>				
Description	Adopted Budget 2012/2013	Actual as of 11/30/12	Remaining Budget	% of budget
Pinewood Heights Contribution-IOW	-	-	-	#DIV/0!
Contributions South Church Street Improvement Project	-	-	-	#DIV/0!
<b>Total Contributions</b>	<b>5,300.00</b>	3,948.00	1,352.00	74.49%
<b>Total General Fund Revenue</b>	<b>6,722,491.09</b>	2,348,654.08	4,373,837.01	34.94%
<b>Less Revenues, Loan Funds, Grants and Contributions related to capital projects</b>				
<b>General Obligation Bond-Land Acquisition</b>	-	-	-	
Cash Proffer Revenues	-	-	-	
Meals Tax (1%) allocated to Special Projects	(194,000.00)	(144,836.48)	(49,163.52)	
South Church Street Improvement Project-Grants	-	-	-	
South Church Street Improvement Project-Contributions	-	-	-	
Beautification Reserves		(6,090.80)	6,090.80	
Pinewood Heights Relocation Project -Grant-\$800,000	624,720.00	-	624,720.00	
Pinewood Heights Relocation Project-Contribution-IOW	-	-		
<b>Total Non-operating Revenues</b>	<b>430,720.00</b>	(150,927.28)	581,647.28	-35.04%
<b>Total General Fund Operating Revenues</b>	<b>7,153,211.09</b>	2,197,726.80	4,955,484.29	30.72%
<b>General Fund Budget Expenses</b>				
Description	Adopted Budget 2012/2013	Actual as of 11/30/12	Remaining Budget	% of budget
<b>GENERAL GOVERNMENT</b>				
<b>Town Council</b>				
Salaries	40,000.00	16,170.00	23,830.00	40.43%
FICA	3,468.00	1,452.08	2,015.92	41.87%
Employee Wellness/Assistance Plan	1,900.00	682.50	1,217.50	35.92%
Legal Fees	30,000.00	9,708.63	20,291.37	32.36%
Election Expense	3,000.00	-	3,000.00	0.00%
Maintenance contracts	600.00	-	600.00	0.00%
Advertising	30,000.00	4,569.09	25,430.91	15.23%
Engineering	-	-	-	#DIV/0!
Professional Services	2,500.00	-	2,500.00	0.00%
Records Management maint & upgrades-scanner & software	3,900.00	995.00	2,905.00	25.51%
Site Plan Review	5,000.00	-	5,000.00	0.00%

<b>Town of Smithfield</b>				
<b>General Fund Operating Budget</b>				
<b>Description</b>	<b>Adopted Budget 2012/2013</b>	<b>Actual as of 11/30/12</b>	<b>Remaining Budget</b>	<b>% of budget</b>
Communications	5,100.00	960.94	4,139.06	18.84%
Insurance	27,665.00	13,062.50	14,602.50	47.22%
Supplies	20,000.00	6,767.19	13,232.81	33.84%
Travel & Training	7,000.00	1,715.27	5,284.73	24.50%
Subscriptions/Memberships	9,000.00	5,394.00	3,606.00	59.93%
Council Approved Items	10,000.00	3,671.94	6,328.06	36.72%
Public Defender Fees	2,000.00	1,440.00	560.00	72.00%
Bank Charges	375.00	66.00	309.00	17.60%
SpecialProjects	1,000.00	1,342.43	(342.43)	134.24%
Smithfield CHIPS program	3,772.00	2,256.00	1,516.00	59.81%
Update Town Charter & Code	2,000.00	-	2,000.00	0.00%
Education /Clerk	-	-	-	#DIV/0!
Annual Christmas Parade	325.00	-	325.00	0.00%
Council Approved Hwy	(22,270.00)	-	(22,270.00)	0.00%
<b>Total Town Council</b>	<b>186,335.00</b>	<b>70,253.57</b>	<b>116,081.43</b>	<b>37.70%</b>
<b><u>Town Manager</u></b>				
Salaries	201,022.01	73,803.56	127,218.45	36.71%
FICA	16,082.00	5,745.63	10,336.37	35.73%
VSRS	26,320.00	6,519.69	19,800.31	24.77%
Health	34,775.00	17,386.01	17,388.99	50.00%
Auto Expense	500.00	-	500.00	0.00%
Maintenance Contracts	1,400.00	-	1,400.00	0.00%
Communications	15,500.00	5,076.64	10,423.36	32.75%
Insurance	2,725.00	1,386.12	1,338.88	50.87%
Supplies	5,500.00	2,591.54	2,908.46	47.12%
Dues & Subscriptions	2,800.00	2,020.69	779.31	72.17%
Computer & technology expenses	16,000.00	4,060.06	11,939.94	25.38%
Travel & Training	5,000.00	2,642.43	2,357.57	52.85%
Other	100.00	55.00	45.00	55.00%
TM Allocated to Hwy	(6,450.00)	-	(6,450.00)	0.00%
<b>Total Town Manager</b>	<b>321,274.01</b>	<b>121,287.37</b>	<b>199,986.64</b>	<b>37.75%</b>
<b><u>Treasurer</u></b>				
Salaries	248,190.00	89,835.45	158,354.55	36.20%
FICA	19,860.00	6,993.72	12,866.28	35.22%
VSRS	30,885.00	7,650.75	23,234.25	24.77%
Health	30,650.00	12,472.51	18,177.49	40.69%

<b>Town of Smithfield</b>				
<b>General Fund Operating Budget</b>				
<b>Description</b>	<b>Adopted Budget 2012/2013</b>	<b>Actual as of 11/30/12</b>	<b>Remaining Budget</b>	<b>% of budget</b>
Audit	23,250.00	5,650.00	17,600.00	24.30%
Depreciation Software	2,700.00	-	2,700.00	0.00%
Communications	7,800.00	2,572.09	5,227.91	32.98%
Data Processing	18,000.00	6,878.53	11,121.47	38.21%
Service Contracts	17,100.00	10,406.10	6,693.90	60.85%
Insurance	2,350.00	1,194.68	1,155.32	50.84%
Supplies	15,000.00	5,124.90	9,875.10	34.17%
Dues & Subscriptions	2,300.00	1,487.16	812.84	64.66%
Credit Card Processing	1,000.00	355.18	644.82	35.52%
Cigarette Tax Stamps	2,575.00	-	2,575.00	0.00%
Travel & Training	1,500.00	104.64	1,395.36	6.98%
Other	100.00	10.00	90.00	10.00%
Treasurer Alloc to Hwy	(12,195.00)	-	(12,195.00)	0.00%
<b>Total Treasurer</b>	<b>411,065.00</b>	<b>150,735.71</b>	<b>260,329.29</b>	<b>36.67%</b>
<b>PUBLIC SAFETY</b>				
<b>Police Department</b>				
Salaries	1,318,996.00	481,825.03	837,170.97	36.53%
FICA	102,800.00	36,835.89	65,964.11	35.83%
VSRS	151,165.00	36,281.57	114,883.43	24.00%
Health Insurance	189,610.00	82,193.33	107,416.67	43.35%
Pre-employ screening/Emp Medical	2,000.00	-	2,000.00	0.00%
Uniforms	34,000.00	2,486.31	31,513.69	7.31%
Service Contracts	37,000.00	26,160.99	10,839.01	70.71%
Communications	65,000.00	18,525.06	46,474.94	28.50%
Computer & Technology Expenses	10,000.00	3,103.63	6,896.37	31.04%
Insurance	49,000.00	24,730.80	24,269.20	50.47%
Ins. - LODA	10,431.08	8,534.52	1,896.56	81.82%
Materials & Supplies	30,500.00	7,186.89	23,313.11	23.56%
Dues & Subscriptions	4,000.00	2,578.33	1,421.67	64.46%
Equipment	15,000.00	6,686.55	8,313.45	44.58%
Radio & Equipment repairs	3,500.00	67.51	3,432.49	1.93%
Vehicle Maintenance	40,000.00	10,390.61	29,609.39	25.98%
Gas	85,000.00	32,826.72	52,173.28	38.62%
Tires	7,500.00	259.00	7,241.00	3.45%
Travel & Training	30,000.00	9,538.07	20,461.93	31.79%
Special Events	500.00	347.71	152.29	69.54%
Crimes Network	-	-	-	#DIV/0!
Police Grants	25,000.00	4,203.52	20,796.48	16.81%
Investigation expenses	5,000.00	876.88	4,123.12	17.54%

<b>Town of Smithfield</b>					
<b>General Fund Operating Budget</b>					
Description	Adopted Budget 2012/2013	Actual as of 11/30/12	Remaining Budget	% of budget	
Other	-	322.94	(322.94)	#DIV/0!	
<b>Total Police Department</b>	2,216,002.08	795,961.86	1,420,040.22	35.92%	
<b>Fire Department</b>					
Fuel Fund & Travel	13,000.00	-	13,000.00	0.00%	
State Pass Thru	18,568.00	3,056.00	15,512.00	16.46%	
<b>Total Fire Department</b>	31,568.00	3,056.00	28,512.00	9.68%	
<b>Contributions-Public Safety</b>					
Rescue Squad - Contrib.	-	-	-	#DIV/0!	
Rescue Squad-Salaries (to County) & shared maintenance	-	-	-	#DIV/0!	
E911 Dispatch Center	116,075.00	4,380.00	111,695.00	3.77%	
Fire Department Rescue Truck	10,000.00	-	10,000.00	0.00%	
<b>Total Contributions-Public Safety</b>	126,075.00	4,380.00	121,695.00	3.47%	
<b>PARKS, RECREATION &amp; CULTURAL</b>					
<b>Smithfield Center</b>					
Salaries	186,200.00	66,855.34	119,344.66	35.91%	
FICA	14,896.00	5,338.20	9,557.80	35.84%	
VSRS	17,170.00	4,252.72	12,917.28	24.77%	
Health	24,205.00	12,102.36	12,102.64	50.00%	
Uniforms	1,200.00	257.95	942.05	21.50%	
Contracted Services	23,000.00	11,599.82	11,400.18	50.43%	
Retail Sales & Use Tax	500.00	230.78	269.22	46.16%	
Utilities	35,000.00	9,933.54	25,066.46	28.38%	
Communications	21,500.00	4,758.06	16,741.94	22.13%	
Computer & technology expenses	2,500.00	351.96	2,148.04	14.08%	
Insurance	4,535.00	2,291.34	2,243.66	50.53%	
Kitchen Supplies	4,000.00	943.47	3,056.53	23.59%	
Office Supplies/Other Supplies	5,000.00	1,067.14	3,932.86	21.34%	
Food Service & Beverage Supplies	6,000.00	2,526.78	3,473.22	42.11%	
AV Supplies	1,000.00	310.48	689.52	31.05%	
Equipment	-	-	-	#DIV/0!	
Repairs & Maintenance	40,000.00	19,746.29	20,253.71	49.37%	
Systems Maintenance (HVAC, AV, Generator)	10,000.00	-	10,000.00	0.00%	
Hurricane Irene Repairs & Maintenance	-	-	-	#DIV/0!	
Landscaping	10,000.00	3,760.75	6,239.25	37.61%	
Travel & Training	2,000.00	1,361.27	638.73	68.06%	

<b>Town of Smithfield</b>				
<b>General Fund Operating Budget</b>				
<b>Description</b>	<b>Adopted Budget 2012/2013</b>	<b>Actual as of 11/30/12</b>	<b>Remaining Budget</b>	<b>% of budget</b>
Programming Expenses	1,000.00	110.20	889.80	11.02%
Advertising	20,000.00	10,829.25	9,170.75	54.15%
Refund event deposits	3,500.00	2,362.50	1,137.50	67.50%
Other	-	-	-	#DIV/0!
Credit card processing expense	3,650.00	1,787.11	1,862.89	48.96%
<b>Total Smithfield Center</b>	<b>436,856.00</b>	<b>162,777.31</b>	<b>274,078.69</b>	<b>37.26%</b>
<b><u>Contributions-Parks, Recreation and Cultural</u></b>				
Farmers Market	3,000.00	-	3,000.00	0.00%
Hampton Roads Partnership	1,960.00	-	1,960.00	0.00%
Isle of Wight Arts League	10,000.00	10,000.00	-	100.00%
Library	36,000.00	-	36,000.00	0.00%
Total Contributions-Park, Recreation and Cultural	50,960.00	10,000.00	40,960.00	19.62%
<b><u>Parks &amp; Recreation</u></b>				
Fishing Pier	600.00	-	600.00	0.00%
Jersey Park Playground	500.00	-	500.00	0.00%
Pinewood Playground	500.00	-	500.00	0.00%
Clontz Park	1,000.00	545.24	454.76	54.52%
Windsor Castle	85,000.00	20,235.46	64,764.54	23.81%
Windsor Castle Playground	-	-	-	#DIV/0!
Community Wellness Initiative	23,727.00	4,465.49	19,261.51	18.82%
Virginia Healthy Youth Foundation	-	-	-	#DIV/0!
Cypress Creek-No Wake Zone	-	-	-	#DIV/0!
Waterworks Dam (possible \$50,000)	35,000.00	1,750.00	33,250.00	5.00%
Fireworks	2,000.00	2,000.00	-	100.00%
Total Parks & Recreation	148,327.00	28,996.19	119,330.81	19.55%
<b><u>COMMUNITY DEVELOPMENT</u></b>				
<b><u>Pinewood Heights</u></b>				
<b><u>Non-CDBG Contributed Operating Expenses</u></b>				
<b><u>Administration</u></b>				
Precontract/ERR	6,000.00	540.00	5,460.00	9.00%
Management Assistance	24,000.00	3,448.04	20,551.96	14.37%
Monitoring/Closeout	3,000.00	-	3,000.00	0.00%
<b><u>Permanent Relocation</u></b>				
Owner Occupied Households	514,020.00	-	514,020.00	0.00%
Renter Occupied Households	49,400.00	9,472.64	39,927.36	19.18%

<b>Town of Smithfield</b>				
<b>General Fund Operating Budget</b>				
<b>Description</b>	<b>Adopted Budget 2012/2013</b>	<b>Actual as of 11/30/12</b>	<b>Remaining Budget</b>	<b>% of budget</b>
Relocation Specialist	15,000.00	1,873.77	13,126.23	12.49%
<b><u>Acquisition Specialist</u></b>	15,000.00	-	15,000.00	0.00%
<b><u>Clearance &amp; Demolition</u></b>	29,000.00	12,056.83	16,943.17	41.58%
<b><u>Phase II Planning Grant</u></b>		-	-	#DIV/0!
<b>Subtotal Non CDBG</b>	655,420.00	27,391.28	628,028.72	4.18%
<b>CDBG Contributed Operating Expenses</b>				
<b><u>Permanent Relocation</u></b>				
Owner Occupied Households		-	-	#DIV/0!
Renter Occupied Households		-	-	#DIV/0!
<b><u>Clearance &amp; Demolition</u></b>		-	-	#DIV/0!
<b><u>Phase II Planning Grant</u></b>	-	-	-	#DIV/0!
<b>Subtotal CDBG</b>	-	-	-	#DIV/0!
<b>Total Pinewood Heights Contributions</b>	655,420.00	27,391.28	628,028.72	4.18%
<b><u>Contributions-Community Development</u></b>				
APVA Courthouse Contribution	5,000.00	-	5,000.00	0.00%
Chamber of Commerce	6,000.00	-	6,000.00	0.00%
Christian Outreach	6,000.00	-	6,000.00	0.00%
Genieve Shelter	9,000.00	-	9,000.00	0.00%
TRIAD	1,650.00	-	1,650.00	0.00%
Tourism Bureau	209,976.00	-	209,976.00	0.00%
Historic Smithfield-20/20 donation	-	-	-	#DIV/0!
Western Tidewater Free Clinic	25,000.00	25,000.00	-	100.00%
YMCA Projects	50,000.00	-	50,000.00	0.00%
<b>Total Contributions-Community Development</b>	312,626.00	25,000.00	287,626.00	8.00%
<b><u>PUBLIC WORKS</u></b>				
<b>Planning, Engineering &amp; Public Works</b>				
Salaries	227,230.00	85,767.53	141,462.47	37.74%
FICA	18,180.00	6,677.02	11,502.98	36.73%

<b>Town of Smithfield</b>				
<b>General Fund Operating Budget</b>				
<b>Description</b>	<b>Adopted Budget 2012/2013</b>	<b>Actual as of 11/30/12</b>	<b>Remaining Budget</b>	<b>% of budget</b>
VSRS	33,160.00	7,468.48	25,691.52	22.52%
Health	35,300.00	17,618.53	17,681.47	49.91%
Uniforms	2,000.00	526.54	1,473.46	26.33%
Contractual	8,500.00	2,757.19	5,742.81	32.44%
GIS	-	400.00	(400.00)	#DIV/0!
Recycling-new contract	62,000.00	16,896.50	45,103.50	27.25%
Trash Collection-new contract-2% for CPI	397,000.00	161,109.68	235,890.32	40.58%
Street Lights	5,000.00	292.68	4,707.32	5.85%
Communications	20,000.00	4,849.21	15,150.79	24.25%
Safety Meetings	7,500.00	930.90	6,569.10	12.41%
Insurance	7,575.00	3,836.60	3,738.40	50.65%
Materials & Supplies	6,000.00	1,253.23	4,746.77	20.89%
Repairs & Maintenance	7,000.00	7,291.17	(291.17)	104.16%
Hurricane Irene Expenses	-	-	-	#DIV/0!
Gas & Tires	10,500.00	3,613.39	6,886.61	34.41%
Travel & Training	6,000.00	1,892.66	4,107.34	31.54%
Haydens Lane Maintenance	3,500.00	14.39	3,485.61	0.41%
Veterans War Memorial	1,000.00	47.48	952.52	4.75%
Streetscape improvements-non capital expenses (web)	-	-	-	#DIV/0!
Litter Control Grant	3,078.00	-	3,078.00	0.00%
Dues & Subscriptions-	2,000.00	831.00	1,169.00	41.55%
Other	1,000.00	286.87	713.13	28.69%
Public Works Alloc to Hwy	(6,500.00)	-	(6,500.00)	0.00%
<b>Total Public Works</b>	<b>857,023.00</b>	<b>324,361.05</b>	<b>532,661.95</b>	<b>37.85%</b>
<b>PUBLIC BUILDINGS</b>				
<b>Public Buildings</b>				
Salaries	20,920.00	7,340.61	13,579.39	35.09%
FICA	1,675.00	649.67	1,025.33	38.79%
Contractual	5,500.00	4,000.78	1,499.22	72.74%
Communications	3,750.00	2,934.65	815.35	78.26%
Utilities	43,000.00	21,844.50	21,155.50	50.80%
Insurance	2,105.00	1,633.46	471.54	77.60%
Materials & Supplies	2,500.00	2,428.25	71.75	97.13%
Repairs & Maintenance	30,000.00	3,960.94	26,039.06	13.20%
Hurricane Irene Expenses	-	-	-	#DIV/0!
Rent Expense-Office Space	4,800.00	800.00	4,000.00	16.67%
Other	1,000.00	142.88	857.12	14.29%
Alloc Costs to Hwy	(13,750.00)	-	(13,750.00)	0.00%
<b>Total Public Buildings</b>	<b>101,500.00</b>	<b>45,735.74</b>	<b>55,764.26</b>	<b>45.06%</b>

<b>Town of Smithfield</b>				
<b>General Fund Operating Budget</b>				
Description	Adopted Budget 2012/2013	Actual as of 11/30/12	Remaining Budget	% of budget
<b>OTHER FINANCING USES</b>				
<b>Other Financing Uses</b>				
Transfers to Operating Reserves		328,986.07	(328,986.07)	#DIV/0!
Transfers to Restricted Reserves-Special Projects (Pinewood)		122,486.00	(122,486.00)	#DIV/0!
Transfers to Restricted Reserves-S Church Street Project	-	-	-	#DIV/0!
<b>Total Transfers from Reserves</b>	-	451,472.07	(451,472.07)	#DIV/0!
<b>DEBT SERVICE</b>				
<b>Debt Service</b>				
<b>Principal Retirement</b>				
Public Building Acquisition	19,914.00	-	19,914.00	0.00%
HVAC	-	2,445.47	(2,445.47)	#DIV/0!
<b>Line of Credit Retirement-interest</b>	5,000.00	4,687.91	312.09	93.76%
<b>Interest and fiscal charges</b>				
Public Building Acquisition	33,991.00	-	33,991.00	0.00%
HVAC	-	511.59	(511.59)	#DIV/0!
Total Debt Service	58,905.00	7,644.97	51,260.03	12.98%
<b>Total General Fund Expenses</b>				
	5,913,936.09	2,229,053.12	3,684,882.97	37.69%
<b>Less Expenses related to capital projects:</b>				
Legal Fees	-	-	-	
Professional Fees	-	-	-	
Pinewood Heights Relocation Project Expenses	(655,420.00)	(27,391.28)	(628,028.72)	
Pinewood Heights Line of Credit Expenses	(5,000.00)	(4,687.91)	(312.09)	
Total Non-operating Expenses	(660,420.00)	(32,079.19)	(628,340.81)	4.86%
<b>Total General Fund Operating Expenses</b>				
	5,253,516.09	2,196,973.93	3,056,542.16	41.82%
<b>Net Operating Reserve (+/-)</b>				
	1,899,695.00	752.87	1,898,942.13	0.04%
<b>Net Reserve (+/-)</b>				
	808,555.00	119,600.96	688,954.04	14.79%

	Adopted Budget 2012/2013	Actual 11/30/2012	Remain Budget	% of Budget
<b>Net Operating Reserves (Deficit)</b>	<b>808,555.00</b>	119,600.96	688,954.04	14.79%
<b>Capital Outlay General Fund</b>				
<b>GENERAL GOVERNMENT</b>				
<b>COMMUNITY DEVELOPMENT</b>				
<b>Pinewood Heights Relocation-CIP</b>				
<b>Non CDBG Capital Acquisition</b>				
Owner Occupied Units	(1,830.00)	-	(1,830.00)	0.00%
Renter Occupied Units	(322,305.00)	-	(322,305.00)	0.00%
Vacant Lots	-	-	-	#DIV/0!
Appraisal/Legal	(9,620.00)	(1,050.00)	(8,570.00)	10.91%
Subtotal Non CDBG Capital Acquisition	(333,755.00)	<b>(1,050.00)</b>	(332,705.00)	0.31%
<b>CDBG Capital Acquisition-MY2</b>				
Owner Occupied Units	(352,800.00)	-	(352,800.00)	0.00%
Renter Occupied Units	-	-	-	#DIV/0!
Vacant Lots	-	-	-	#DIV/0!
Subtotal CDBG Capital Acquisition	<b>(352,800.00)</b>	-	(352,800.00)	0.00%
<b>Total Pinewood Heights Relocation CIP</b>	<b>(686,555.00)</b>	<b>(1,050.00)</b>	(685,505.00)	0.15%
<b>PARKS, RECREATION AND CULTURAL</b>				
Smithfield Center-HVAC unit	(24,000.00)	<b>(70,924.00)</b>	46,924.00	295.52%
Windsor Castle-Light Tower	-	<b>(1,800.00)</b>	1,800.00	#DIV/0!
<b>PUBLIC SAFETY</b>				
<b>Police</b>				
Police Vehicles	<b>(88,000.00)</b>	<b>(26,497.68)</b>	(61,502.32)	30.11%
Ipads for vehicles		<b>(5,392.00)</b>	5,392.00	#DIV/0!
Copier	<b>(10,000.00)</b>		(10,000.00)	0.00%
Command Vehicle	-	-	-	#DIV/0!
<b>PUBLIC WORKS</b>				
Vehicles and Equipment	-	-	-	#DIV/0!
N/S Church St Streetscape Improvements	-	(13,937.28)	13,937.28	#DIV/0!
<b>PUBLIC BUILDINGS</b>				
Generator	-	-	-	#DIV/0!
Office Space Improvements-furniture, security, landscaping	-	-	-	#DIV/0!
Office Space Improvements-contractor (building only)-defer one year	-	-	-	#DIV/0!
<b>Net Capital Outlay</b>	<b>(808,555.00)</b>	<b>(119,600.96)</b>	<b>(688,954.04)</b>	14.79%

	Adopted Budget 2012/2013	Actual 11/30/2012	Remain Budget	% of Budget
Net Reserves (Deficit) after capital outlay	-	(0.00)	-	#DIV/0!

Town of Smithfield				
Sewer Fund Budget				
	Adopted Budget 2012/2013	Balance as of 11/30/12	Remaining Budget	% of budget
<b>Revenue</b>				
<b>Operating Revenues</b>				
Sewer Charges	812,935.00	341,150.27	471,784.73	41.97%
Sewer Compliance Fee	490,425.00	219,939.54	270,485.46	44.85%
VML Safety Grant	-	-	-	#DIV/0!
Miscellaneous Revenue	500.00	593.75	(93.75)	118.75%
Connection fees	23,700.00	23,700.00	-	100.00%
<b>Total Operating Revenue</b>	<b>1,327,560.00</b>	<b>585,383.56</b>	<b>742,176.44</b>	<b>44.09%</b>
<b>Town of Smithfield</b>				
<b>Sewer Fund Budget</b>				
	Adopted Budget 2012/2013	Balance as of 11/30/12	Remaining Budget	% of budget
<b>Expenses</b>				
<b>Operating Expenses</b>				
Salaries	263,165.00	99,078.69	164,086.31	37.65%
FICA	21,055.00	7,713.31	13,341.69	36.63%
VSRS	34,605.00	8,148.98	26,456.02	23.55%
Health	42,920.00	21,337.76	21,582.24	49.72%
Uniforms	2,500.00	756.36	1,743.64	30.25%
Audit & Legal Fees	21,625.00	5,052.81	16,572.19	23.37%
HRPDC sewer programs	899.00	224.75	674.25	25.00%
Maintenance & Repairs	50,000.00	27,299.07	22,700.93	54.60%
Hurricane Irene Expenses	-	-	-	#DIV/0!
VAC Truck Repairs & Maintenance	7,500.00	489.70	7,010.30	6.53%
Data Processing	14,000.00	5,158.87	8,841.13	36.85%
Dues & Subscriptions	150.00	29.00	121.00	19.33%
Utilities	40,000.00	10,570.77	29,429.23	26.43%
SCADA Expenses	3,500.00	1,256.33	2,243.67	35.90%
Telephone	16,500.00	3,064.50	13,435.50	18.57%
Insurance	14,700.00	7,435.82	7,264.18	50.58%
Materials & Supplies	46,000.00	9,764.49	36,235.51	21.23%
Truck Operations	14,000.00	4,174.19	9,825.81	29.82%
Travel & Training	4,000.00	-	4,000.00	0.00%
Contractual	3,250.00	898.47	2,351.53	27.65%
Miscellaneous	600.00	331.50	268.50	55.25%

Bad Debt Expense	2,400.00	-	2,400.00	0.00%
Bank service charges	325.00	-	325.00	0.00%
<b>Total Sewer Fund Operating Expenses before D&amp;A Exp.</b>	<b>603,694.00</b>	<b>212,785.37</b>	<b>390,908.63</b>	<b>35.25%</b>
<b>Operating Income before D&amp;A Expense</b>	<b>723,866.00</b>	<b>372,598.19</b>	<b>351,267.81</b>	<b>51.47%</b>
<b>Depreciation &amp; Amort. Exp.</b>	<b>465,000.00</b>	<b>187,393.65</b>	<b>277,606.35</b>	<b>40.30%</b>
<b>Operating Income (Loss)</b>	<b>258,866.00</b>	<b>185,204.54</b>	<b>73,661.46</b>	<b>71.54%</b>
<b>Nonoperating Revenues (Expenses)</b>				
Pro-rata Share Fees	-	4,000.00	(4,000.00)	#DIV/0!
Availability Fees	61,800.00	61,800.00	-	100.00%
Insurance Reimbursements	-	7,110.00	(7,110.00)	#DIV/0!
Contributed Capital-Smithfield Foods Rev Ln	20,690.00	-	20,690.00	0.00%
Interest Revenue	3,250.00	2,643.03	606.97	81.32%
Interest Expense	(43,475.00)	(22,900.22)	(20,574.78)	52.67%
<b>Total Nonoperating Revenues (Expenses)</b>	<b>42,265.00</b>	<b>52,652.81</b>	<b>(10,387.81)</b>	<b>124.58%</b>
<b>Net Income (loss)</b>	<b>301,131.00</b>	<b>237,857.35</b>	<b>63,273.65</b>	<b>78.99%</b>
<b>WORKING ADJUSTMENTS TO CAFR</b>				
(FOR INTERNAL USE ONLY)				
Restricted revenues:				
Pro-rata Share Fees	-	(4,000.00)	4,000.00	#DIV/0!
Availability Fees	(61,800.00)	(61,800.00)	-	100.00%
Contributed Capital-Smithfield Foods Rev Ln	(20,690.00)	-	(20,690.00)	0.00%
Compliance Fee	(490,425.00)	(219,939.54)	(270,485.46)	44.85%
Bad Debt Expense	2,400.00	-	2,400.00	0.00%
Depreciation & Amort. Exp.	465,000.00	187,393.65	277,606.35	40.30%
Additional debt service costs-principal expense	(70,550.00)	(70,550.00)	-	100.00%
<b>Total adjustments to CAFR</b>	<b>(176,065.00)</b>	<b>(168,895.89)</b>	<b>(7,169.11)</b>	<b>95.93%</b>
<b>Working adjusted income</b>	<b>125,066.00</b>	<b>68,961.46</b>	<b>56,104.54</b>	<b>55.14%</b>

	Adopted Budget 2012/2013	Actual 11/30/2012	Remaining Budget	% of Budget
<b>Sewer Fund</b>				
<b>Working adjusted income</b>	<b>125,066.00</b>	<b>68,961.46</b>	56,104.54	55.14%
Sewer SSO Consent Order	(660,000.00)	(319,301.57)	(340,698.43)	48.38%
Construction Standards Update	(4,482.00)	(280.80)	(4,201.20)	6.27%
Sewer Master Plan	-	-	-	#DIV/0!
Rubber tire backhoe	-	-	-	#DIV/0!
Hot box for asphalt	-	-	-	#DIV/0!
Light Tower (1/4)	-	(1,800.00)	1,800.00	#DIV/0!
Sewer Capital Repairs	(100,000.00)	(9,200.00)	(90,800.00)	9.20%
Impeller-Wellington Pump Station	-	(5,410.00)	-	#DIV/0!
Truck	(17,500.00)	-	(17,500.00)	0.00%
<b>Net Capital Outlay</b>	<b>(781,982.00)</b>	<b>(335,992.37)</b>	<b>(451,399.63)</b>	<b>42.97%</b>
<b>Net Reserves (Deficit) after capital outlay</b>	<b>(656,916.00)</b>	<b>(267,030.91)</b>	<b>(395,295.09)</b>	<b>40.65%</b>
Funding from Development Escrow	-	-	-	-
Reserves from Sewer Capital Escrow Account	100,000.00	-	100,000.00	0.00%
Funding from Sewer Compliance Fee	660,000.00	319,301.57	340,698.43	48.38%
Draw from operating reserves	-	-	-	#DIV/0!
Funding from Bond Escrow (released from refinance)	-	-	-	-
<b>Net Cashflow</b>	<b>103,084.00</b>	<b>52,270.66</b>	<b>45,403.34</b>	<b>50.71%</b>

Town of Smithfield				
Water Fund Budget				
Description	Adopted Budget 2012/2013	Balance as of 11/30/12	Remaining Budget	% of budget
<b>Revenue</b>				
<b>Operating Revenue</b>				
Water Sales	1,552,204.00	655,705.28	896,498.72	42.24%
Debt Service Revenue	403,640.00	180,686.60	222,953.40	44.76%
Miscellaneous	500.00	-	500.00	0.00%
Connection fees	9,900.00	9,900.00	-	100.00%
Application Fees	5,000.00	2,338.00	2,662.00	46.76%
<b>Total Operating Revenue</b>	<b>1,971,244.00</b>	<b>848,629.88</b>	<b>1,122,614.12</b>	<b>43.05%</b>
<b>Town of Smithfield</b>				
<b>Water Fund Budget</b>				
Description	Adopted Budget 2012/2013	Balance as of 11/30/12	Remaining Budget	% of budget
<b>Expenses</b>				
Salaries	320,265.00	123,281.21	196,983.79	38.49%
FICA	25,621.00	9,597.48	16,023.52	37.46%
VSRS	42,130.00	9,598.45	32,531.55	22.78%
Health	51,230.00	22,833.77	28,396.23	44.57%
Uniforms	3,000.00	764.49	2,235.51	25.48%
Contractual	18,475.00	3,899.78	14,575.22	21.11%
Legal & Audit	21,625.00	5,052.81	16,572.19	23.37%
Maintenance & Repairs	21,000.00	4,402.77	16,597.23	20.97%
Hurricane Irene Expenses	-	-	-	#DIV/0!
Water Tank Maintenance	100,000.00	24,996.41	75,003.59	25.00%
Water Cost-purchased from IOW County	-	-	-	#DIV/0!
Engineering	-	-	-	#DIV/0!
Professional Services	1,000.00	-	1,000.00	0.00%
Regional Water Supply Study	2,421.00	605.33	1,815.67	25.00%
Data Processing	14,000.00	5,158.87	8,841.13	36.85%
Utilities	10,000.00	193.64	9,806.36	1.94%
Communications	15,045.00	3,236.72	11,808.28	21.51%
Insurance	16,800.00	13,244.07	3,555.93	78.83%
Materials & Supplies	114,400.00	16,468.26	97,931.74	14.40%
Gas and Tires	12,000.00	5,193.84	6,806.16	43.28%
Fuel-Water Equipment	-	-	-	#DIV/0!
Dues & Subscriptions	800.00	458.00	342.00	57.25%
Bank service charges	325.00	-	325.00	0.00%
Travel and Training	5,500.00	634.50	4,865.50	11.54%
Miscellaneous	9,500.00	4,654.76	4,845.24	49.00%
RO Annual costs	501,217.00	123,100.95	378,116.05	24.56%

Bad debt expense	5,300.00	-	5,300.00	0.00%
Total Water Fund Operating Expenses before D&A Exp.	1,311,654.00	377,376.11	934,277.89	28.77%
Operating Income before D&A Expense	659,590.00	471,253.77	188,336.23	71.45%
Depreciation & Amortization Expense	348,000.00	141,341.25	206,658.75	40.62%
Operating Income (Loss)	311,590.00	329,912.52	(18,322.52)	105.88%
Nonoperating Revenues (Expenses)				
Pro-Rata Share Fees	-	4,000.00	(4,000.00)	#DIV/0!
Availability Fees	40,800.00	40,800.00	-	100.00%
Interest Revenue	5,925.00	2,527.68	3,397.32	42.66%
Interest Expense	(134,915.00)	(15,850.46)	(119,064.54)	11.75%
Total Nonoperating Revenues (Expenses)	(88,190.00)	31,477.22	(119,667.22)	-35.69%
Net Income (Loss)	223,400.00	361,389.74	(137,989.74)	161.77%
<b>WORKING ADJUSTMENTS TO CAFR</b> (FOR INTERNAL USE ONLY)				
Restricted revenues:				
Pro-rata Share Fees	-	(4,000.00)	4,000.00	#DIV/0!
Availability Fees	(40,800.00)	(40,800.00)	-	100.00%
Bad Debt Expense	5,300.00	-	5,300.00	0.00%
Debt Service Revenue	(403,640.00)	(180,686.60)	(222,953.40)	44.76%
Depreciation & Amort. Exp.	348,000.00	141,341.25	206,658.75	40.62%
Additional debt service costs-principal expense	(311,725.00)	(237,509.26)	(74,215.74)	76.19%
Total adjustments to CAFR	(402,865.00)	(321,654.61)	(81,210.39)	79.84%
Working adjusted income	(179,465.00)	39,735.13	(219,200.13)	-22.14%

	Adopted Budget 2012/2013	Actual 11/30/2012	Remain Budget	% of Budget
<b>Water Fund</b>				
<b>Net Operating Reserves (Deficit)</b>	<b>(179,465.00)</b>	39,735.13	(219,200.13)	-22.14%
Construction Standards Update	(4,482.00)	(280.80)	(4,201.20)	6.27%
Truck	(17,500.00)		(17,500.00)	0.00%
Light Tower	-	(1,800.00)	1,800.00	#DIV/0!
Water Treatment/Fluoride PER	-	-	-	#DIV/0!
<b>Net Capital Outlay</b>	<b>(21,982.00)</b>	<b>(2,080.80)</b>	<b>(19,901.20)</b>	9.47%
<b>Net Reserves (Deficit) after capital outlay</b>	<b>(201,447.00)</b>	<b>37,654.33</b>	<b>(239,101.33)</b>	-18.69%
Operating Reserves	-	-	-	#DIV/0!
VML/VACO Draw Downs	-	-	-	#DIV/0!
Water Development Escrow	-	-	-	#DIV/0!
Water Capital Escrow	-	-	-	#DIV/0!
Additional financing	-	-	-	#DIV/0!
Debt Service fees applied to debt	335,016.55	193,094.91	141,921.64	57.64%
<b>Net Cashflow</b>	<b>133,569.55</b>	<b>230,749.24</b>	<b>(97,179.69)</b>	<b>172.76%</b>

Town of Smithfield				
Highway Fund				
Description	Adopted Budget 2012/2013	Balance as of 11/30/12	Remaining Budget	% of budget
<b>Revenue</b>				
Interest Income	250.00	117.42	132.58	46.97%
Revenue - Commwlth of VA	986,456.92	250,879.98	735,576.94	25.43%
<b>Total Highway Fund Revenue</b>	<b>986,706.92</b>	<b>250,997.40</b>	<b>735,709.52</b>	<b>25.44%</b>
<b>Town of Smithfield</b>				
<b>Highway Fund</b>				
Description	Adopted Budget 2012/2013	Balance as of 11/30/12	Remaining Budget	% of budget
<b>Expenses</b>				
Salaries	229,800.00	80,751.31	149,048.69	35.14%
FICA	18,384.00	6,286.51	12,097.49	34.20%
VSRS	28,380.00	6,725.30	21,654.70	23.70%
Health	44,035.00	20,633.70	23,401.30	46.86%
Uniforms	2,785.00	942.87	1,842.13	33.86%
Engineering	5,000.00	-	5,000.00	0.00%
Grass	31,400.00	16,163.61	15,236.39	51.48%
Maintenance	358,139.92	77,767.03	280,372.89	21.71%
Asphalt/Paving		9,800.85	(9,800.85)	
Ditching		26,824.29	(26,824.29)	
Traffic Control devices		5,299.98	(5,299.98)	
Other (maintenance)		-	-	
Other (lawnmowers, landscaping, etc)		34,509.19	(34,509.19)	
Structures and Bridges		907.35	(907.35)	
Ice and Snow removal		80.00	(80.00)	
Administrative		345.37	(345.37)	
Hurricane Irene Expenses		-	-	#DIV/0!
Street Lights	75,000.00	33,610.69	41,389.31	44.81%
Insurance	18,350.00	9,235.61	9,114.39	50.33%
VAC Truck Repairs	2,500.00	-	2,500.00	0.00%
Gas and Tires	8,000.00	3,402.06	4,597.94	42.53%
Stormwater (PARS)	-	-	-	#DIV/0!
Stormwater Management Program (town)	-	-	-	#DIV/0!
Stormwater Management Program (regional)	4,286.00	446.50	3,839.50	10.42%
Joint Cost Allocation	6,500.00	-	6,500.00	0.00%
Overhead Allocation	54,665.00	-	54,665.00	0.00%
<b>Total Highway Fund Expense</b>	<b>887,224.92</b>	<b>255,965.19</b>	<b>631,259.73</b>	<b>28.85%</b>
<b>Net Reserves (+/-)</b>	<b>99,482.00</b>	<b>(4,967.79)</b>	<b>104,449.79</b>	<b>-4.99%</b>

Adopted Budget  
2012/2013

Actual  
11/30/2012

Remain  
Budget

% of  
Budget

**HIGHWAY**

<b>Net Operating Reserves (Deficit)</b>	<b>99,482.00</b>	(4,967.79)	104,449.79	-4.99%
John Rolfe/Battery Park intersection Turn Lane	(95,000.00)		(95,000.00)	0.00%
Construction Standards Update	(4,482.00)	<b>(280.80)</b>	(4,201.20)	6.27%
Storm Drain Rehab-Cypress Creek	-	<b>(48,252.15)</b>	48,252.15	#DIV/0!
Hustler X-One 31KAW/60"	-	<b>(7,459.00)</b>	7,459.00	#DIV/0!
Light Tower	-	<b>(1,800.00)</b>	1,800.00	#DIV/0!
<b>Net Capital Outlay</b>	<b>(99,482.00)</b>	<b>(57,791.95)</b>	<b>(41,690.05)</b>	<b>58.09%</b>
<b>Net Reserves (Deficit) after capital outlay</b>	<b>0.00</b>	<b>(62,759.74)</b>	<b>62,759.74</b>	<b>#DIV/0!</b>

**Notes: October 2012**

**GENERAL FUND**

**Revenues:**

**Real Estate**

Real estate bills were mailed on October 26. Collections posted through December 11 totaled \$1,162,562.19 (71%). The clerks are still processing/posting December mail.

**Delinquent RE tax**

Delinquent personal property tax collections through November are representative of supplemental billings for 2011 and prior years as well as amounts collected after the 2012 bills were mailed. We always include delinquent balances on the current year's bills. Total posted through December 12 is \$10,771 (43%).

**Current PP Tax**

Personal property bills were mailed on November 1. Total posted through December 12 is \$484,466 (60%) which equals \$243,671 plus the state contribution of \$240,795 that offsets the vehicle tax relief.

**Delinquent PP Tax**

Some of the delinquent PP collections resulted from supplemental billings at the end of FY2012; however, \$8,278.95 resulted from the collection of 2 delinquent business accounts (\$5,278.95 and \$3,000 respectively). Audit confirmations on delinquent accounts also inspired some taxpayers to make payment. As with real estate, delinquent balances are included on the current PP tax bills. Collections through December 12 totaled \$17,340 which has already exceeded budget.

**Franchise Tax**

As in previous years, franchise tax will not be collected until the last quarter of the fiscal year.

**Transient Occupancy**

In October we collected the second quarter transient occupancy payments. Revenues for the second quarter were slightly lower than first quarter (-\$2215.14) but higher than second quarter 2012 (+\$2342). Total collections are still \$4640.45 less than for the same period in FY2012.

**Meals Tax**

Please note that the meals tax contribution for Pinewood was increased as of July 1; however, the budget was adopted at 1% instead of 2% for that line item and will need to be amended. Also, the meals tax payments in July were for June collections so they were still paid at 5% instead of 6%. The increased payments started in August and have already made an impact. Meals tax collections are as strong as ever with the 4% portion running \$11,594 higher than the same period last year.

**Communications Tax**

There is a 2 month delay in receipt of communications tax from the state. The October statements reflect collection of the July through September 2012 communications tax.

**Sales Tax Collections**

Sales tax collections are received from IOW County after they receive the local portion from the state, so again there is a delay. The October statements reflect sales tax collections for July through Sep 2012 which are slightly lower than the same period last year (-\$6550).

**Consumption/Utility Tax**

These taxes are collected from DVP, CEC, and Columbia Gas. Revenues in the November statements represent collections for July through October. Consumption/utility tax have been relatively flat over the past few years. To date, utility tax is \$1838 higher than October 2011 and consumption tax is \$327 lower.

**Business Licenses**

The Treasurer's office with assistance from the Town Attorney has collected \$29204 through the end of November 2012. This is \$2961 higher than in November 2011. Business licenses are not due until April 15, so the majority of this revenue will be collected in the spring of 2013.

**Permits and Other licenses**

Include a land disturbing permit of \$1525.27 and a ROW permit of \$1708.85 from VICO Construction for Harvest Fellowship Baptist Church on Battery Park Rd. Have issued zoning permits totaling \$2635 through November. We have already exceeded expected budget for the year. Permits in November 2011 totaled \$3967.

**Vehicle License Tax**

This line item will recognize most of its revenue in November through December as the fee is now included on the PP tax bills that were mailed on November 1. Collections through December 12 total \$77,196 (59%). Mail is still being posted.

**Fines and Costs**

Fines and costs represents payments received from the IOW Clerk of Court for July through October and total \$592 more than the same period in FY2012.

**General Fund Interest**

General fund interest has not yet been posted pending reconciliation of the general operating fund account.

**Note Proceeds-Farmers Bank**

Note proceeds from the Farmers Bank for the SC HVAC loan. This was approved after the start of the new fiscal year, so it was not budgeted. We originally budgeted for capital maintenance of the SC HVAC system over a period of years, so that expense line item will need a budget amendment as well.

**Rentals**

Rent is running higher than budgeted with the addition of the sublet of the old TM office and back collections of utility costs from Smithfield Foods on the Basse's Choice building.

**Other Revenues**

This line item is at 105.4% of budget due to collections of grass cutting reimbursements totaling \$1321. This is unusually high for the town.

**VML Safety Grant**

The Town received a VML safety grant of \$3,861 which ultimately may be spread across several funds. Budget was based on FY2012 actual.

**From Reserves-Pinewood Escrow**

This money was set aside in Phase I to pay the 42 month rent and utility supplement required for market rate renters.

**Law Enforcement Grant**

This grant is received quarterly. The first payment was received in September, and the second payment will be received in December which will put us in line with budget next month at 50%.

**Litter Control Grant**

Budget was based on FY2012. We received additional funding this year to exceed budget by \$1,156.00

**Fire Programs**

This is an additional payment from the Department of Fire Programs that they included with last fiscal year. We were unaware of the supplement, however, and did not receive it until July 2012 so it will be included in our financials for this fiscal year.

**FEMA-state and federal portion**

This is money received on the small project submissions for Hurricane Irene in August 2011. We still have not received the bulk of reimbursement for the large project (debris cleanup).

**Federal Grants**

The PD has already received 3 grants this year from traffic safety (\$6163) and local law enforcement (\$1436). Last year's total was \$3369.75 for the year excluding the port security grant (command vehicle).

**Insurance Recoveries**

Received \$3,739 from VML for repairs to PW vehicle that hit a deer and \$386 from Mid Century Insurance Co for damage to a street light pole.

**Ruritan Club Contributions**

The Smithfield Ruritan Club donated \$1568 to the Town for a bench at Ivy Hill Cemetery in honor of Bill Johnston.

**Expenses:**

**ALL DEPARTMENTS**

VRS

VRS payments are behind for all departments because of a computer change implemented by VRS. All reporting is to be done electronically starting with the October payments, but we just received notification that we now have access. We will need to catch up payments for October and November as well as make the December payment at month end.

Health

Represents the July through December payments of health and dental (50%). These are normally paid at the end of the month preceding coverage.

Insurance

Have paid the first 2 quarters of the annual VML insurance plan for workers' comp/property/casualty.

Dues/Subscriptions/Memberships

Most annual dues and subscriptions are paid in the first few months of the fiscal year which accounts for the high percentage of expense to date in this line item for most departments.

**Town Council**

Public Defender Fees

We are occasionally billed by the IOW General District Court for public defender fees. This line item is very difficult to budget as we it is sporadic. Last year we were billed \$480.00 for the year.

Special Projects

\$450 paid to America In Bloom to register Judy Winslow and Gina Ippolito for the AIB dinner and awards. Also paid \$205 to All Virginia for porta-potties for Olden Days and \$106.78 for food (Ringos, Smithfield Ice Cream Parlor) for Olden Days. In September, we paid \$580.65 to All Virginia for porta-potties at Windsor Castle for the scheduled VA Symphony event.

Smithfield CHIPS

Paid \$2256 to VCE-Isle of Wight County for 4-H Camp for children sponsored by CHIPS.

**Treasurer**

Service Contracts

One half of the annual maintenance contract for BAI (\$4813) and all of the annual on-line payments contract (also with BAI-\$3750) is due as of the first month in the fiscal year. These are budgeted items; however, I did not receive notice from BAI that the on-line payments contract was increasing from \$3413 to \$3750. The second half of the BAI annual maintenance contract will be paid at the end of December since it is due January 1 which will account for the majority of this account budget for the year.

**Public Safety**

Service Contracts

Includes required annual maintenance fee to Sungard Public Sector Inc for \$19,335.43 which is almost \$1000 higher than last year's cost. Also includes \$4434 to ID Networks for annual software and hardware maintenance on the IDS Criminal Livescan System

Insurance-LODA

This is an additional insurance premium as required by the Line of Duty Act. We actually came in significantly under budget this year because some of the vacant positions in the PD had not been filled at the time that VRS requested a billing census. We alerted them to the fact that additional officers would be hired, but they informed us that they only bill based on actual number of officers at a certain point in time. There will be no supplemental billing during the year for the additional officers.

## **Smithfield Center**

### Contracted services

Includes \$3000 to Colonialwebb for 1st & 2nd quarter maintenance contract and \$5977 to Hobart for annual maintenance contract for the kitchen (gas range, convection ovens, gas fryer, steamer, dishwasher). These are budgeted items.

### Repairs & Maintenance

Includes \$3489 to Stanley Steemer for deep cleaning carpet, tile, grout, and rugs. Also purchased a Tuscan Colonnade Arch for \$1499.00. October expenses included \$2120 to Windsor Fire Extinguisher to flush and rebuild the 6' fire main and rebuild 3" domestic main supply and 3/4" domestic bypass meter. Also spent \$2024.50 with KI for folding tables. There were no significant repairs in November (total for month-\$768.71).

### Travel & Training

Registration and lodging for IACCA Fall Educational Event-Amy Musick

### Advertising

Prior months include \$2500 to the Wedding Wire and \$1841.50 to the Tidewater News. October expenses include \$1390 to Richwood Graphics for CPF523 matte silver 5"x7" picture frame, screen printed 2-color logo, re-draw logo to vector art and burn to CD as well as \$3683 to the Tidewater News for postcards. There were no charges for November.

### Refund event deposits

Represents 7 deposit refunds through October.

### Credit card processing charges

This line item is running above budget due to the activity on our account. Most of the fees are passed through to the customer, but some are absorbed by the town. The budget was increased this year to reflect actual from last year of \$3600.

## **Contributions-Parks, Rec & Cultural**

### Isle of Wight Arts League

The Town paid its matching portion of the VCA grant and then applied for the state portion. The state funds were received in November and passed through to the IOW Arts League.

## **Parks & Recreation**

### Fireworks

The expense for fireworks was billed by IOW in July and has been paid in full for the year.

## **Community Development**

### Pinewood Heights

The Town has a contract with Community Planning Partners for Phase II of the Pinewood Project. Monthly invoices will be charged to the budgeted line items as they occur. When market rate renters are relocated, the Town has to supplement their rent for 42 months. The total cost of this assistance for Phase I was moved to the Pinewood Escrow account and disbursements are made each month from that

account. The full expense for this assistance was included in the cost of Phase I for reporting purposes, but the actual expense is booked each month as some renters do fall off the map. We had one renter relocate without a forwarding address, so we are currently holding that money in escrow until such time as she either resurfaces within the 42 months or the money reverts back to the Town. Through November we paid moving costs for 3 residents in Phase II for a total cost of \$4600.

\$11,950 was for demolition related to Phase I not Phase II, but the work was not completed by June 30 so it had to be expensed in FY2013. This expense was included in the total costs for Phase I previously presented to the council in the analysis of costs to date.

## **Public Works**

### Repairs & Maintenance

Includes \$3637.92 to Dave's Service Center for repairs made to PW vehicle after it hit a deer. This money has been reimbursed by VML and is shown in revenue under insurance recoveries. Also, includes \$880.00 to Goodrich and Sons to take down trees off of Cedar Street between parking lots. In November we paid \$850 to AVES for driveway repairs in the River Oaks neighborhood and \$310 to the Blair Brothers for 6 bumper blocks in the Trinity United Methodist Church parking lot.

## **Public Buildings**

### Contractual

Includes \$1205 to Windsor Fire Extinguisher service for yearly inspection for the town's public buildings including town hall, public works, and PD. This expense was charged to PB maintenance last year, but contractual is the more appropriate line item. Also includes \$1058 to SimplexGrinnell for intrusion monitoring at Town Hall and the Town Manager's office. Again, this was charged to repairs and maintenance but is now being more appropriately charged to contractual. Note: PB repairs and maintenance is running well below budget through November.

### Communications

Includes \$1904 for Fonality annual maintenance of the phone systems. This expense could arguably be charged against contractual as well. I could not find a payment to Fonality in last year's statements.

### Utilities

Dominion Power Bill paid in November was unusually large (\$10,098.37) compared to normal bills (\$3500). Am still researching as Wayne Griffin has been using the bills to verify town accounts, and he has been out of the office. Once I can review the bill, I will be better able to address the high charges.

### Insurance

Insurance premium from VML is running higher than other departments for this line item as there was a premium adjustment after the new fiscal year began for the remodeled PD and TM offices.

### Materials & Supplies

Over half of the year's budget was expended in this line item as of July.

Includes \$875.75 paid to V.R. Edwards Sheet Metal for 6" galv. Posts with 15"x15"x12" pads and holes (6) and 6" posts with no pads (2). No expense in August and only \$96.36 charged in September and \$610.80 in October for janitorial supplies and a few other miscellaneous items. Charges in November totaled \$746.64 for janitorial supplies (\$100.52), \$431.72 to Farmers Service for spreader, fescue, ;lawn food (TM, Town Hall), painting supplies, stone & rustoleum, and \$214.40 to Lowe's for repairs for shop. Shop supplies have always been charged to WA ,SW, HWY in the past. Will need to discuss with Bill and Peter. Comarth is tracking these costs by department in spreadsheet format so we can identify how these costs are originating and to determine if they should be charged to departmental supplies instead of public buildings.

**Other Financing Uses**

Transfers to Operating Reserves As of the end of November, the Town has collected \$328,986.07 more in revenues than expenses. This number will increase upon final reconciliation of the general fund operating account.

Transfers to Restricted Reserves-Spec Projects \$122,486 was earmarked as the remainder from meals tax funds collected from July through November that may be applied to Phase II of the Pinewood Heights Relocation Project.

**Debt Service**

HVAC-Principal & Interest This represents payments to Farmers Bank for the loan that was secured to replace HVAC equipment at the Smithfield Center. This loan was not originally budgeted.

Line of Credit Retirement-interest This line item represents interest paid to the Farmers Bank for line of credit money drawn down.

**Capital:**

**Smithfield Center**

HVAC unit Originally budgeted for replacement to be done in phases later decided to finance and replace the entire HVAC system this fiscal year. Will need to amend the budget.

**Windsor Castle**

Light Tower-Xylem \$7200 item split 4 ways between WC, HWY, WA, SW.

**Police**

**Police Vehicle**

3 new police vehicles have been ordered, but only one has been received and paid for as of the end of November.

**Ipads**

This expense represents a group of ipads to be used in the police vehicles. Was not budgeted but was included in last year's grant for the command vehicle and should be reimbursed through that grant.

**SEWER**

**Revenues**

**Sewer Charges**

This revenue line item is right at budget if it were equally distributed for the first five months of the fiscal year (42%). November 2011 revenues were at 43%. Consumption is down from last year with usage through November at 97,395,860 gallons compared to 100,227,850 for the same period last year. At the current rate of \$3.50 per 1000, this is equivalent to a \$9,912 decrease but because of the rate change, revenue increased by \$51,391.

**Miscellaneous**

Sale of 5 Newport News cleanout boxes to All Virginia for \$593.75 exceeds expected miscellaneous revenue for the full year.

**Connection fees**

We budgeted 15 connection fees for 2013 and we have collected on 15 meters through November. Last year we had a total of 11 meter connect fees.

**Expenses**

**VRS**

As explained in the general fund, the VRS payments are below budget because October and November have not yet been paid. We are in the process of activating our online access to process our reports/ payments.

**Health Insurance**

As noted in the general fund, the insurance expense line item represents payments for July through December which puts us at approximately 50% of budget.

**Maintenance and repairs**

October included 2 impellers (Moore Creek pump station-\$2214 and Main St pump station-\$3207). These are expensed instead of capitalized since the individual cost is below the \$5000 capital threshold adopted by the Town. Also included \$2096 to REW for the Moonefield Level XMTR replacement and to troubleshoot the Main Street Bubbler. November included \$3456.04 to Excel Paving for adding structure beside old Firestation in alley.

**Insurance**

Represents 1st and 2nd quarter payments to VML for property/casualty and workers' compensation insurance.

## **Depreciation and Amortization**

This will need to be adjusted once we take action on audit recommendations. We are currently working with the auditors to finalize the 2012 statements. Will give verbal update at meeting.

## **Nonoperating Revenues (Expenses)**

### Pro-Rata Share Fees

Received development pro-rata share fees for 5 lots - Lakeside Properties LLC

### Availability fees

As with connect fees, we billed for 15 this fiscal year and have already collected availability fees for 15.

### Insurance reimbursement

Reimbursement from VML for damage to SCADA antenna (lightning).

### Interest Revenue

Total cash balances for all sewer accounts are \$248,211 less than in November 2012. In particular, sewer compliance escrow dropped \$258,168 as costs have finally accelerated for the consent order. Balances were strong at the beginning of the fiscal year, however as escrow balances were higher than anticipated which allowed for higher interest revenue.

### Interest Expense

Includes the first semi-annual interest payment on the previously refinanced loan on the old sewer treatment plant (VRA loan).

## **WORKING ADJUSTMENTS TO CAFR**

### Debt Service Principal

Principal on the VRA loan is paid only once a year, so interest only will be paid in April.

## **Sewer Capital**

### Light Tower

\$7200 item split 4 ways between WC, HWY, WA, SW.

### Sewer Capital repairs

Lewis Construction-find and fix-labor & equipment to include trench shoring to repair 8" clay sewer 10' depth, remove & replace existing 6" water main for shoring.

### Impeller

Purchased for Wellington Pump Station. Will have to come off of capital repairs budget of \$100,000.

## **WATER**

## **Revenues**

### Water Charges

Like sewer, water revenue is right at budget if it were equally distributed through the year. November 2011 revenues were at 47% of budget. Consumption is down from last year with usage through November at 128,910,557 gallons compared to 135,059,598 for the same period last year. At the current rate of \$4.85 per 1000, this is equivalent to a \$29,823 decrease. The Gatling Pointe accounts for IOW County skew the accuracy of this calculation, however, and combined with the fact that the rate increased from

\$2.55 to \$4.85 per \$1,000, revenues actually increased \$271,554 over the same period last year.

Connection fees

As with sewer, we budgeted 15 connection fees for 2013 and we have collected on 15 meters through November. Last year was a total of 12 meter connect fees for water (1 more than sewer).

**Expenses**

VRS

As explained in the notes for general fund and sewer, the VRS payments are below budget because October and November premiums have not yet been paid.

Health Insurance

Insurance expense represents premiums for July through December.

Insurance

Represents 1st and 2nd quarter payment to VML for property/casualty and workers' compensation insurance. This is running higher than projected budget because of an endorsement adjustment of \$1288.49 for the RO plant and an elevation in the 2013 water premium allocation arising from insurance coverage for the RO plant that was not necessary in previous years. We estimated premiums during the budget workshops because we did not yet have the actual billing for FY2013.

Dues & Subscriptions

Most dues and subscriptions for all funds are paid at the beginning of the fiscal year. Even though this is a small amount of money, this line item is reflecting a large % of its total budget for the year.

Miscellaneous

Includes 1st and 2nd quarterly payment to VDH-Waterworks Technical Assistance Fund. This is billed annually and is based on the number of water customers in the town's system. The rate for this billing increased significantly from \$2.05 per connection last year to \$2.95 this year.

**Depreciation and Amortization**

This will need to be adjusted once we take action on audit recommendations.

**Nonoperating Revenues (Expenses)**

Pro-Rata Share Fees

Received development pro-rata share fees for 5 lots - Lakeside Properties LLC

Availability fees

As with connect fees, we billed for 15 this fiscal year and have already collected on 15 through Nov.

Interest Expense

Represents 1st semi-annual payment of the two VML-VACO loans less accrued interest from year end 2012 and the first payment of the VRA loan. This number appears low because so much interest is accrued for the first payments at prior year end. Adjustment will be made in June to accrue for next fiscal year's portion of the payment which will

bring the expense in line with budget.

## **WORKING ADJUSTMENTS TO CAFR**

### Debt Service Principal

Includes principal on the old VRA loan (water portion ) and principal on the two VML-VACO loans for the RO plant and waterline improvements. One of the VML loans has one principal payment and two interest payments for the year. The other includes two principal and two interest payments, so the second payment for that loan will be the final principal payment for the year.

### **Water Capital**

#### Light Tower

\$7200 item split 4 ways between WC, HWY, WA, SW.

## **HIGHWAY**

### **Revenues**

#### Revenue-Commonwealth of VA

Received 1st quarter state grant funds for highway maintenance. 2nd quarter will be received in Dec.

### **Expenses**

#### VRS

VRS premiums have not been paid for October and November. These should be caught up in December.

#### Health Insurance

Insurance premiums represent payments for health and dental for July through November (50%).

#### Grass Cutting

Grass cutting is seasonal and is running at approximately 3% higher than November 2011 (\$464).

#### Insurance

Represents 1st and 2nd quarter payments to VML for property/casualty and workers' compensation insurance.

### **Highway Capital**

#### Storm Drain Rehab-Cypress Creek

Repairs performed by Lewis Construction-storm related with some insurance reimbursement expected.

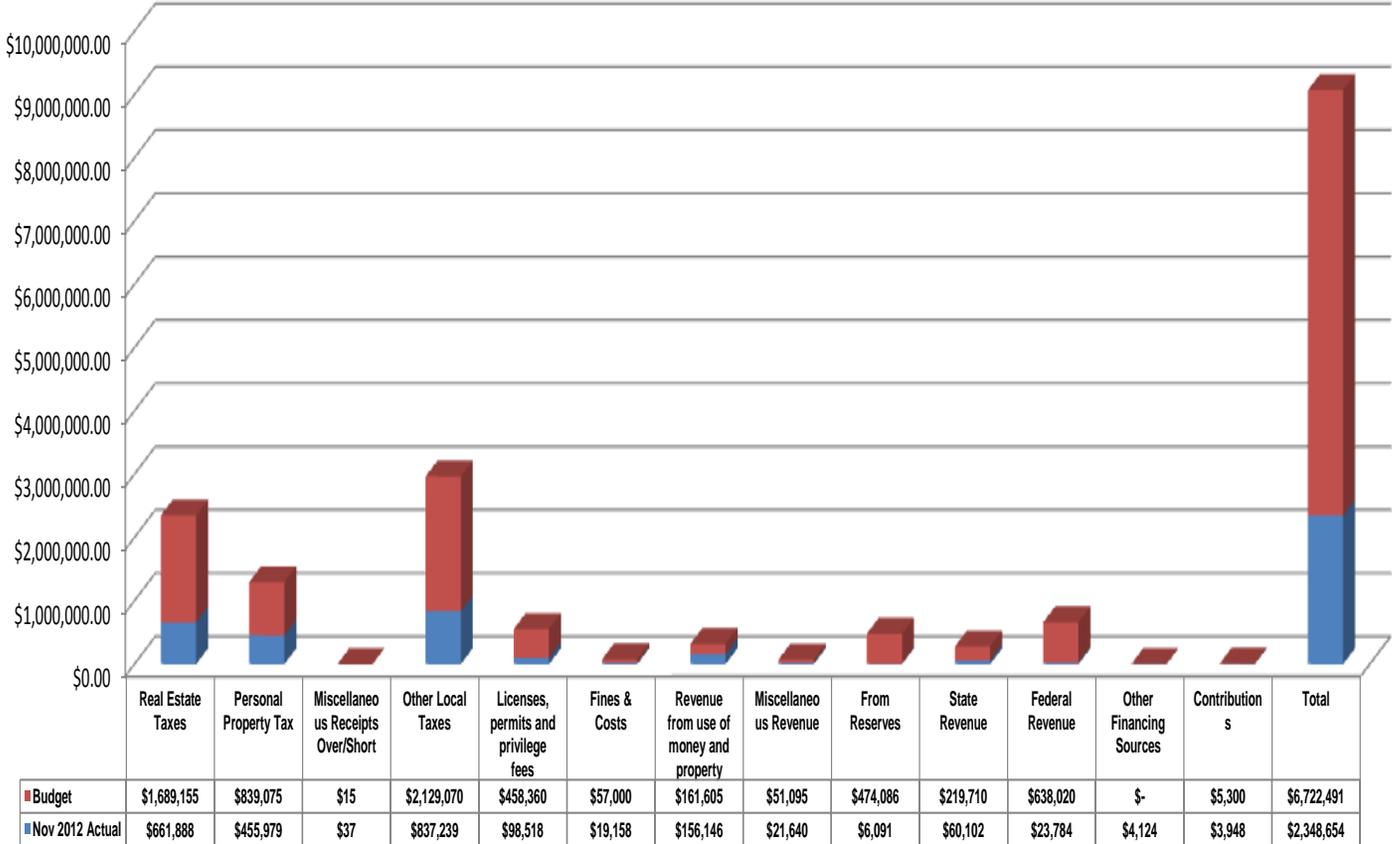
#### Hustler X-One 31KAW/60"

Zero turn mower purchased from Farmers Service.

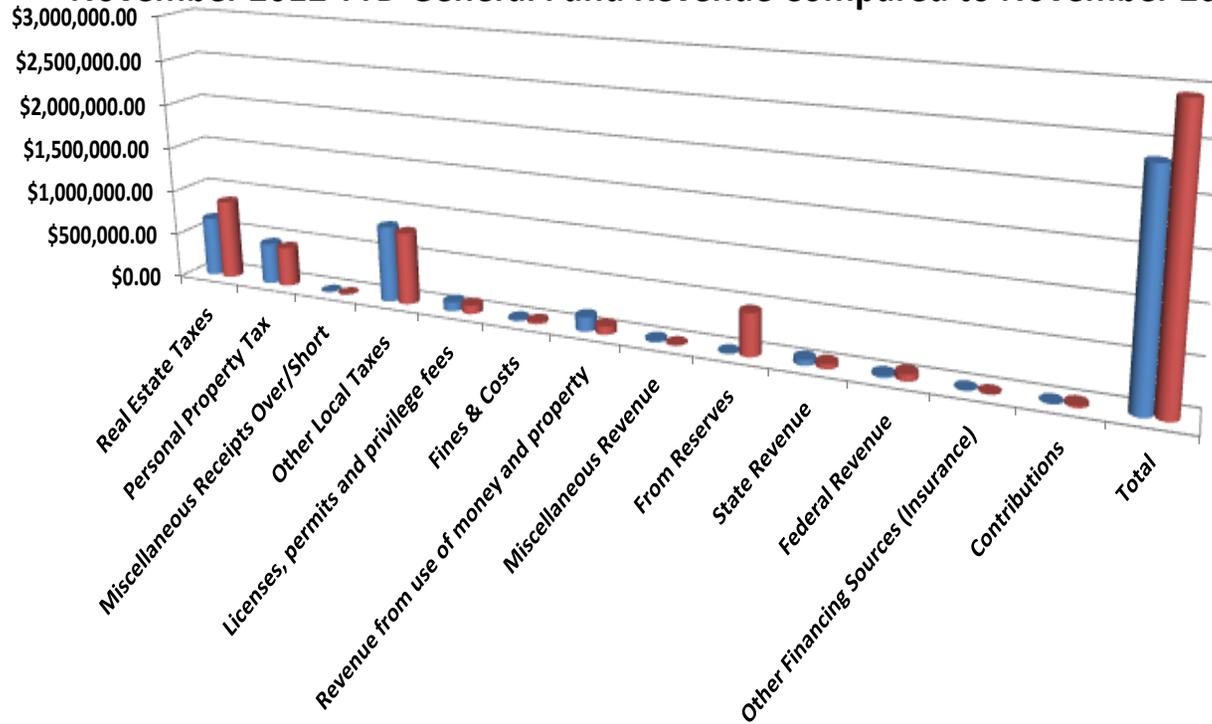
#### Light Tower

\$7200 item split 4 ways between WC, HWY, WA, SW.

## November 2012 YTD General Fund Revenues Compared to Budget

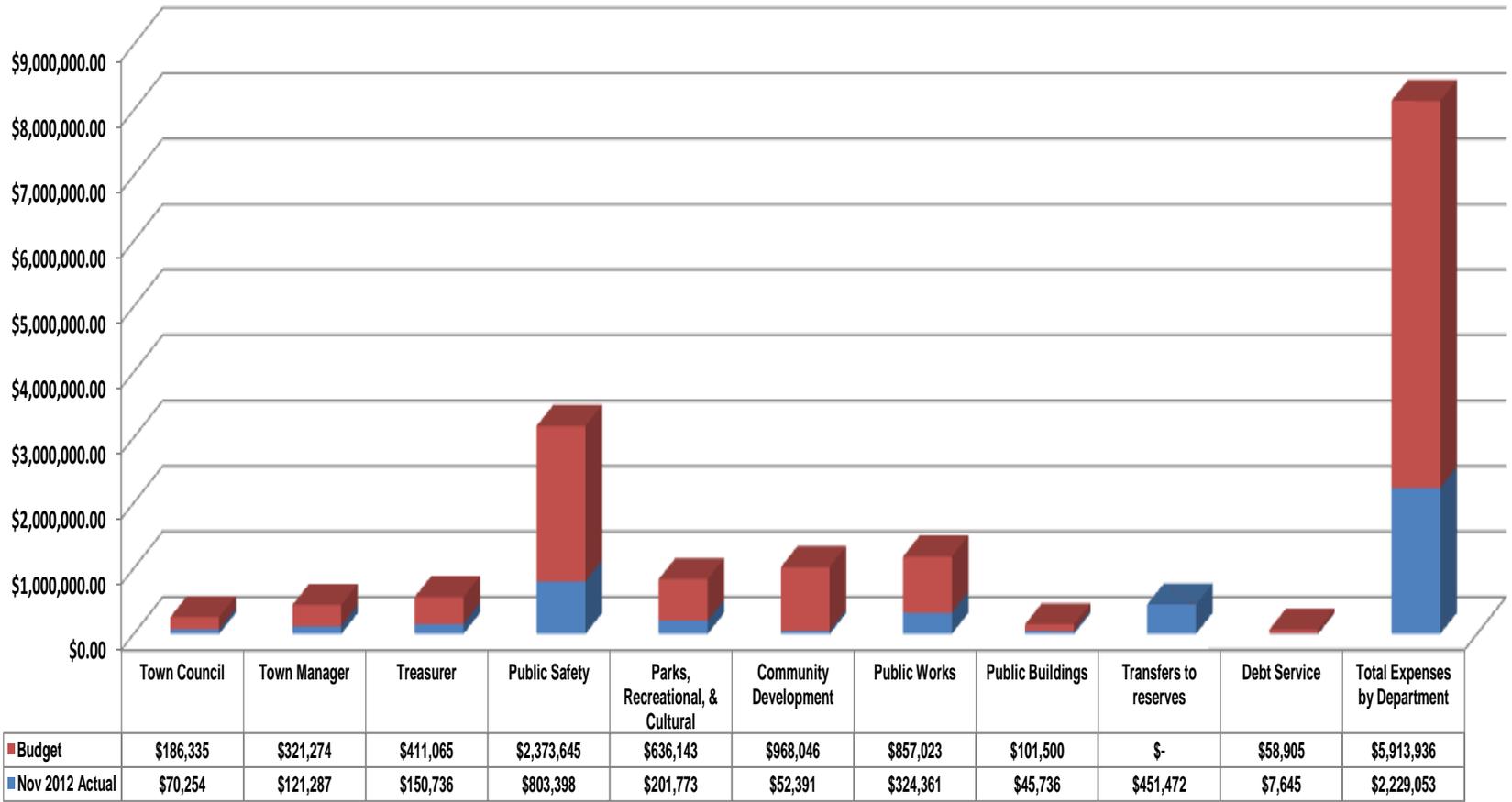


## November 2012 YTD General Fund Revenue Compared to November 2011

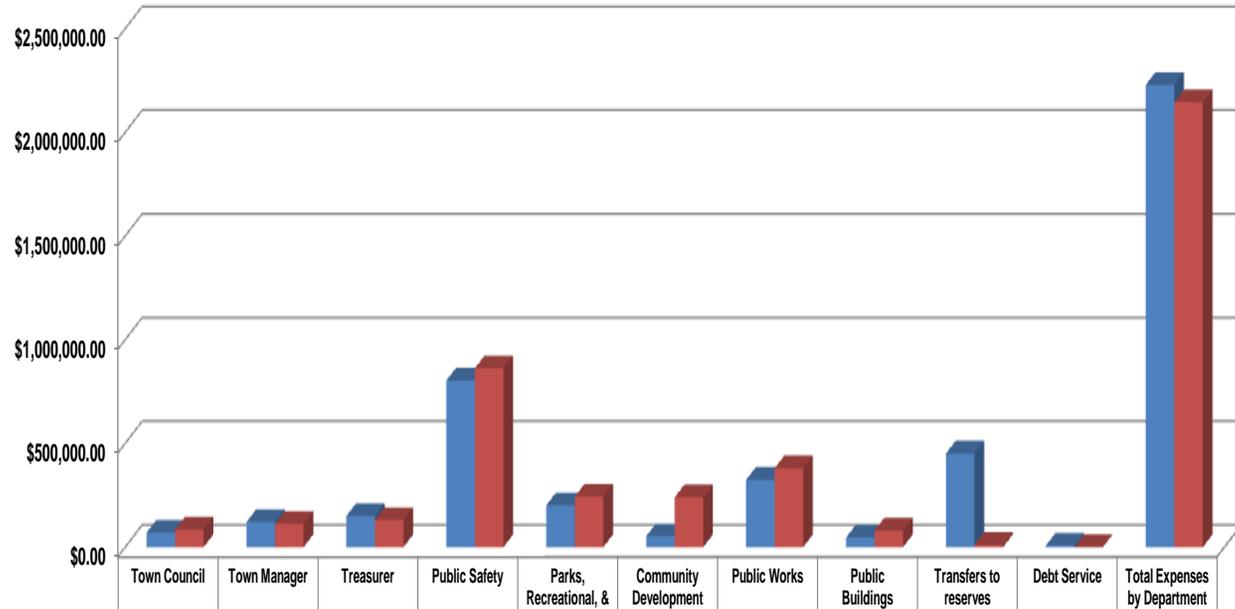


	Real Estate Taxes	Personal Property Tax	Miscellaneous Receipts Over/Short	Other Local Taxes	Licenses, permits and privilege fees	Fines & Costs	Revenue from use of money and property	Miscellaneous Revenue	From Reserves	State Revenue	Federal Revenue	Other Financing Sources (Insurance)	Contributions	Total
■ Nov 2012 Actual	\$661,888	\$455,979	\$37	\$837,239	\$98,518	\$19,158	\$156,146	\$21,640	\$6,091	\$60,102	\$23,784	\$4,124	\$3,948	\$2,348,654
■ Nov 2011 Actual	\$881,845	\$435,603	\$4	\$798,062	\$93,317	\$23,617	\$88,594	\$7,920	\$458,342	\$51,715	\$73,065	\$1,695	\$22,768	\$2,936,547

## November 2012 YTD General Fund Operating Expenses Compared to Budget

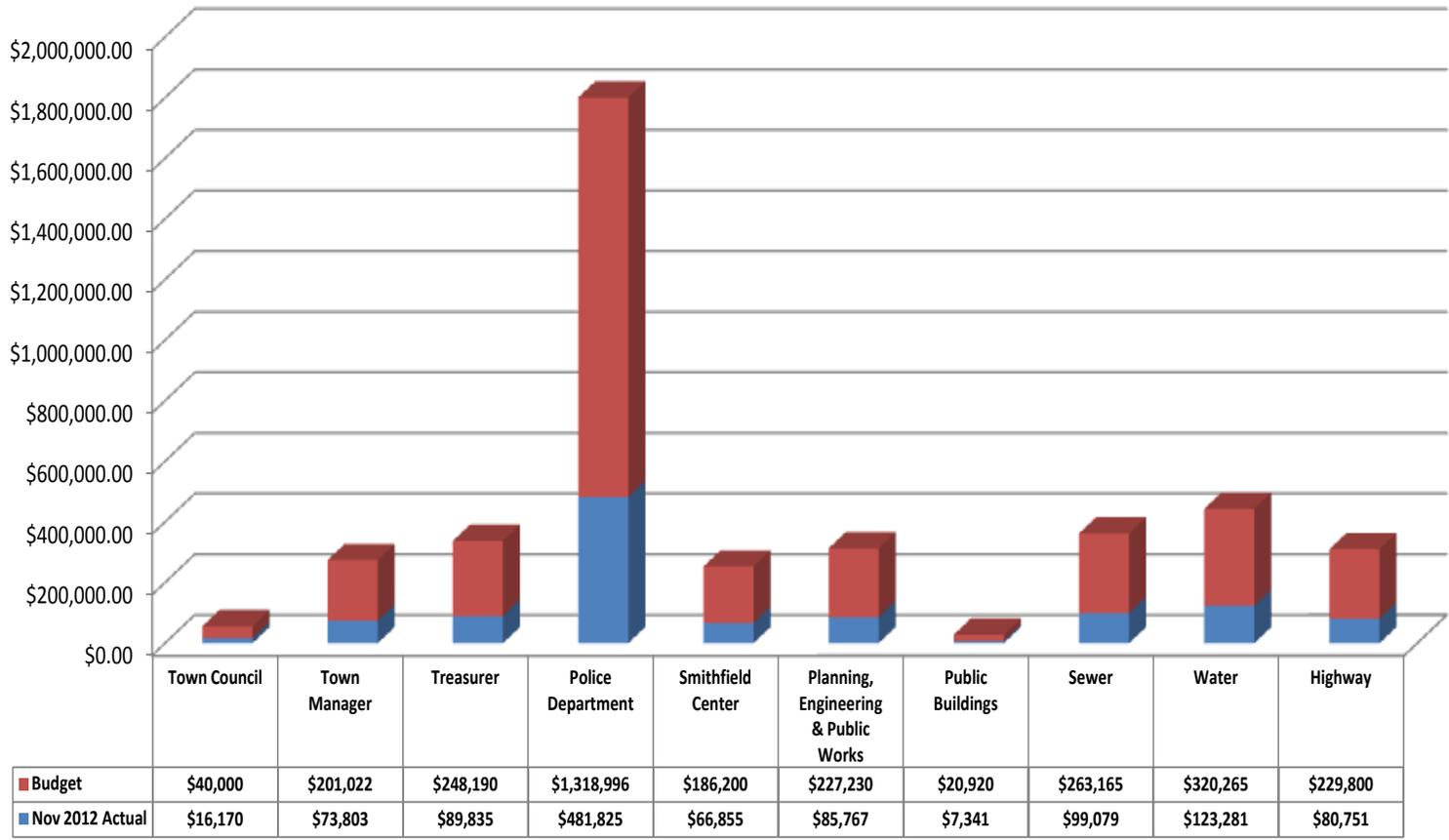


### November 2012 YTD General Fund Operating Expenses Compared to November 2011

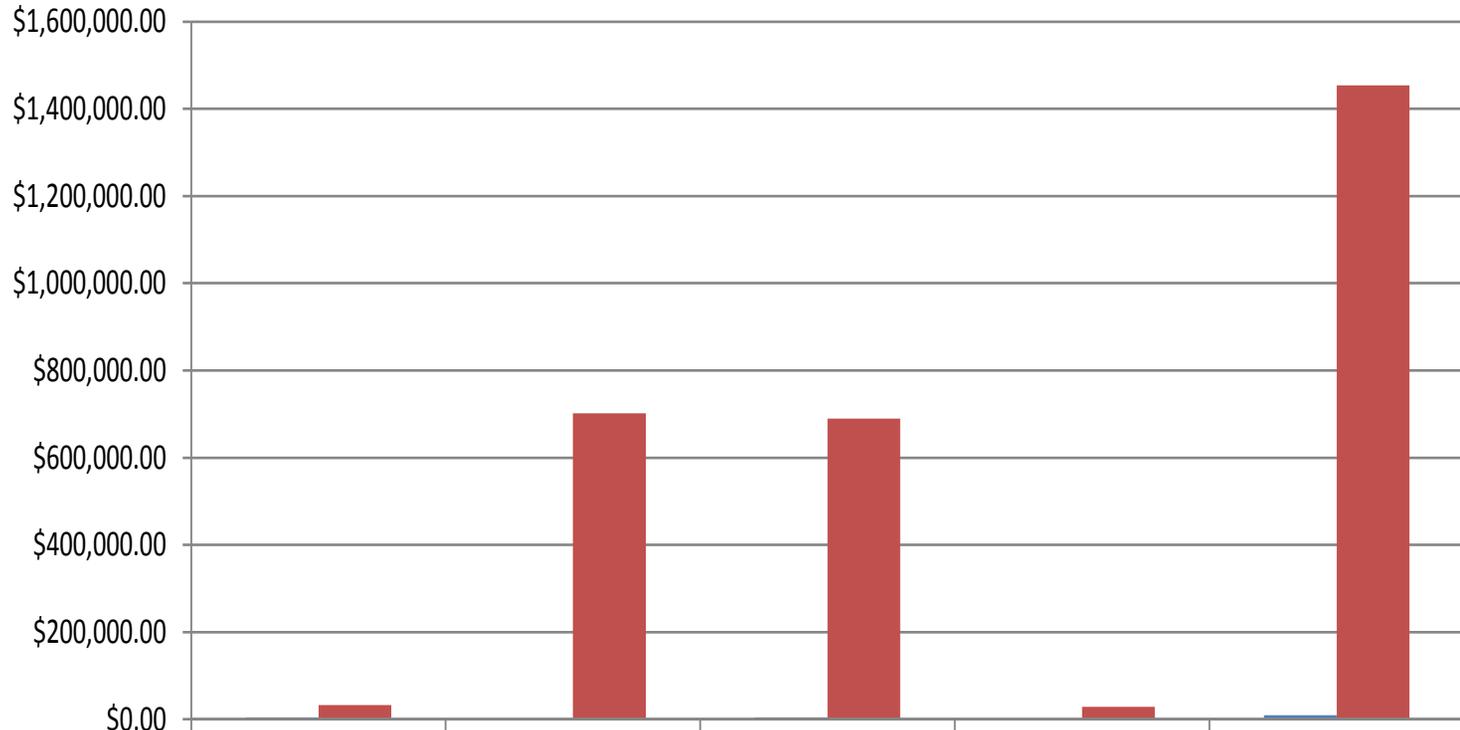


	Town Council	Town Manager	Treasurer	Public Safety	Parks, Recreational, & Cultural	Community Development	Public Works	Public Buildings	Transfers to reserves	Debt Service	Total Expenses by Department
Nov 2012 Actual	\$70,254	\$121,287	\$150,736	\$803,398	\$201,773	\$52,391	\$324,361	\$45,736	\$451,472	\$7,645	\$2,229,053
Nov 2011 Actual	\$84,832	\$112,001	\$130,547	\$862,611	\$243,575	\$240,709	\$380,295	\$80,134	\$11,416	\$-	\$2,146,120

## November 2012 YTD Salaries to Budget by Department

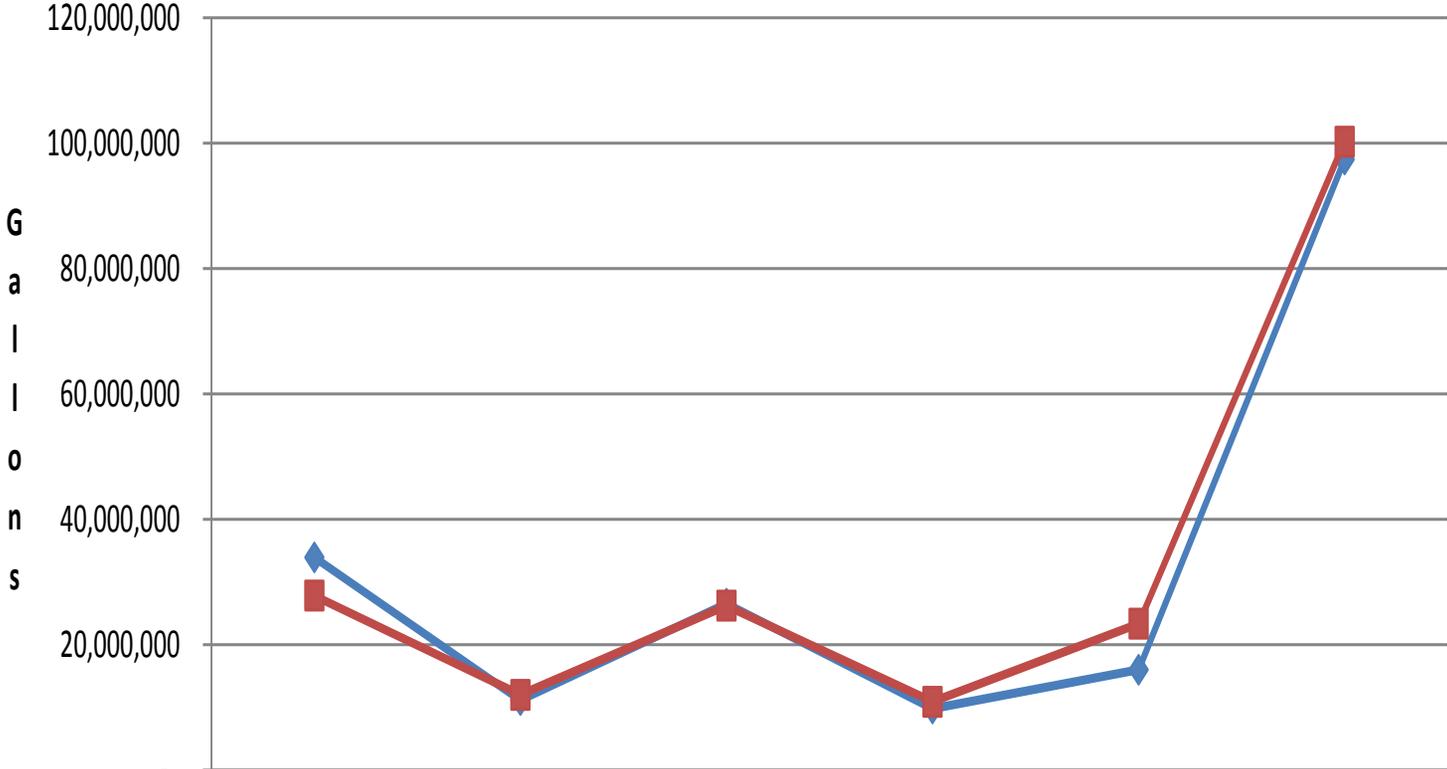


## Nov YTD Pinewood Heights Expenses MY 1 Phase II



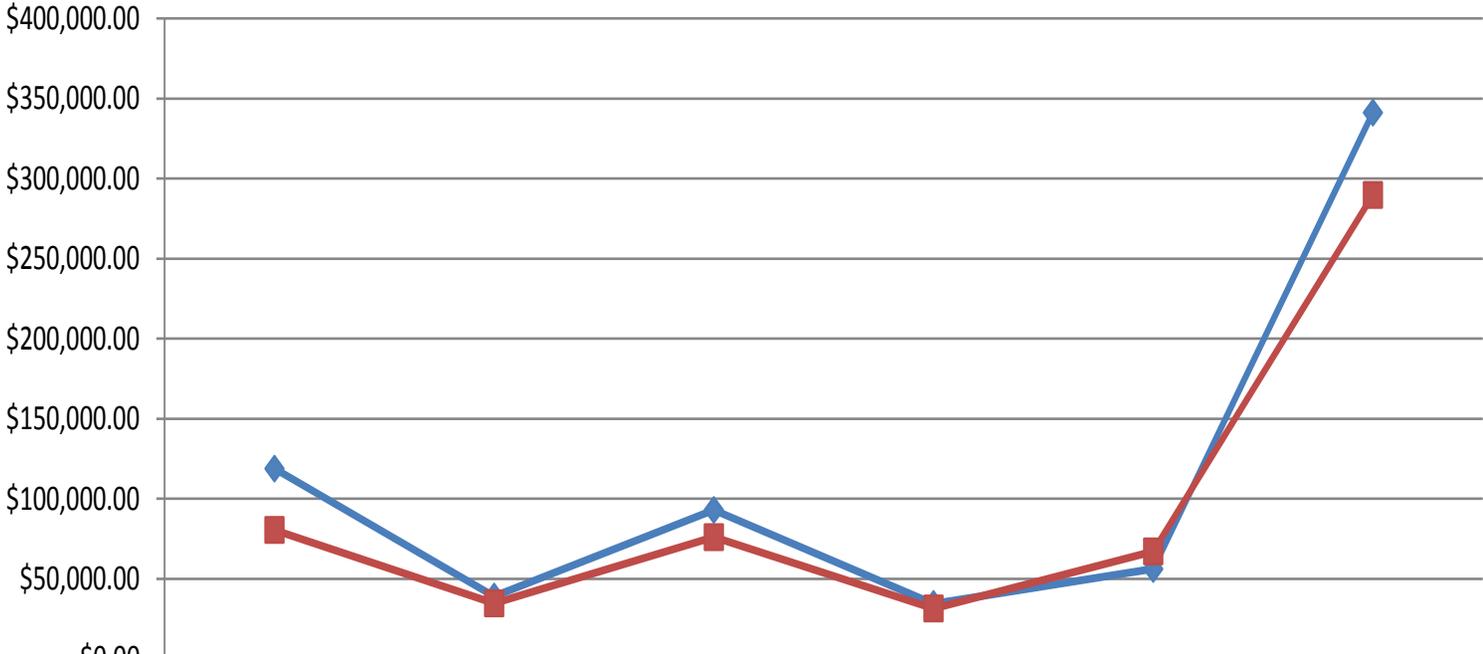
	Administration	Acquisition	Permanent Relocation	Clearance & Demolition	Total YTD MY1 Phase II
<b>Nov YTD Actual</b>	\$3,988	\$1,050	\$4,600	\$107	\$9,745
<b>Budget</b>	\$33,000	\$701,555	\$689,920	\$29,000	\$1,453,475

# FY2013 YTD Sewer Consumption Compared to 2012



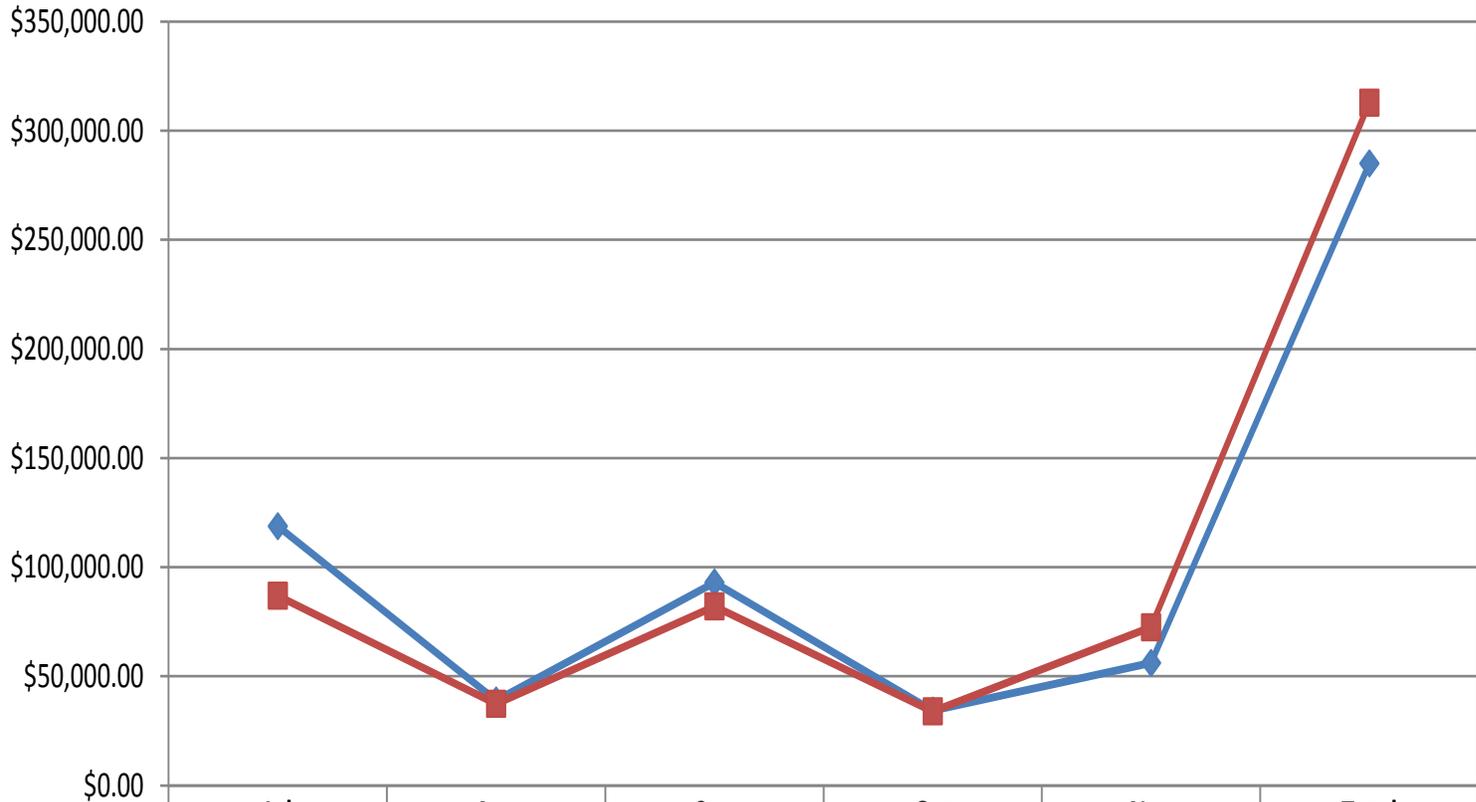
	Jul	Aug	Sep	Oct	Nov	Total
Actual 2013	33,911,769	11,150,243	26,531,267	9,816,212	15,986,369	97,395,860
Actual 2012	27,823,246	11,977,480	26,215,259	10,871,625	23,340,240	100,227,850

# FY2013 YTD Sewer Charges Compared to 2012



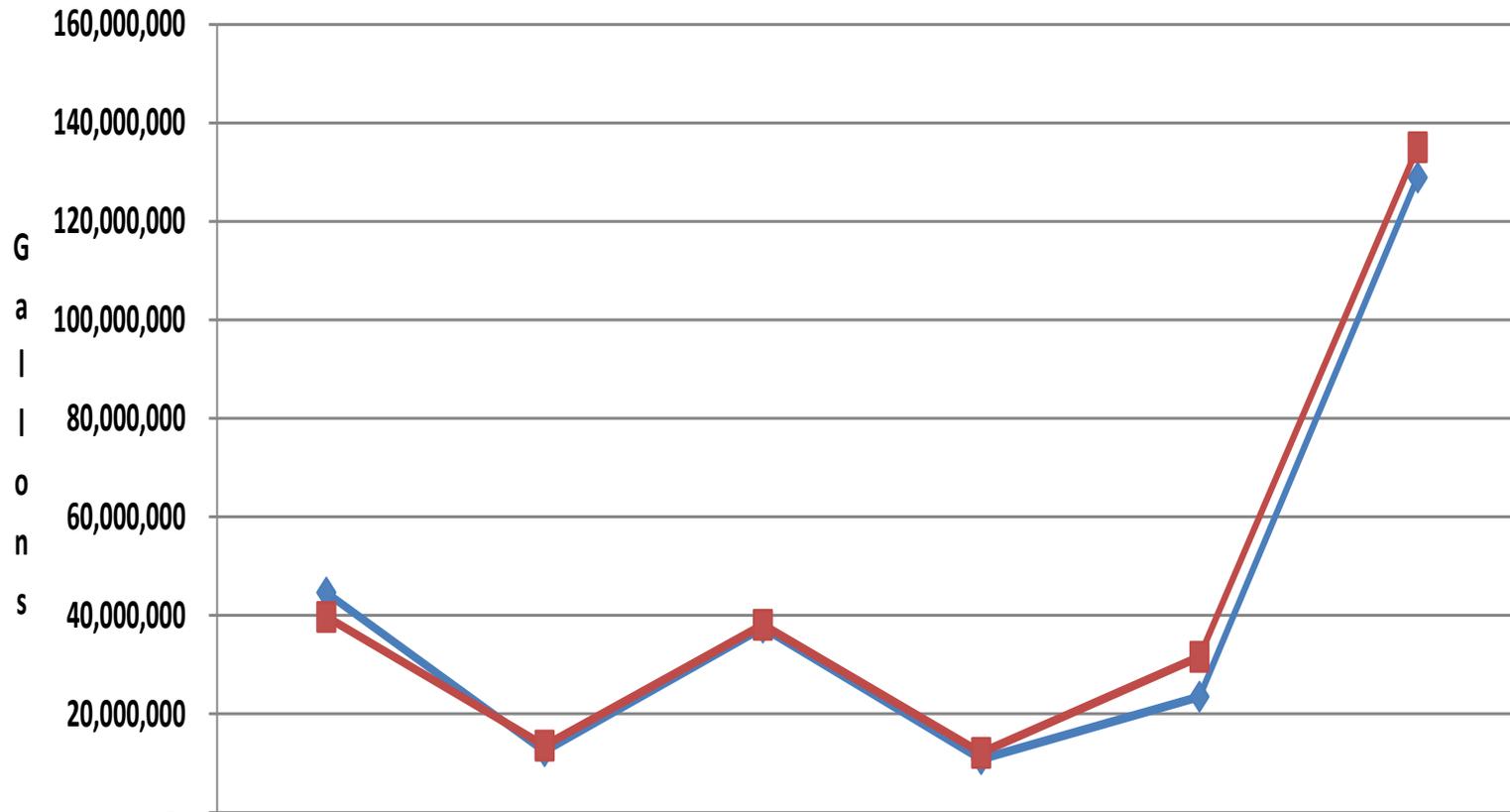
	Jul	Aug	Sep	Oct	Nov	Total
Actual 2013	\$118,797	\$38,930	\$93,000	\$34,298	\$56,124	\$341,150
Actual 2012	\$80,521	\$34,650	\$76,004	\$31,464	\$67,120	\$289,759

## Nov YTD Sewer Charges Compared to Pro-Rated Budget



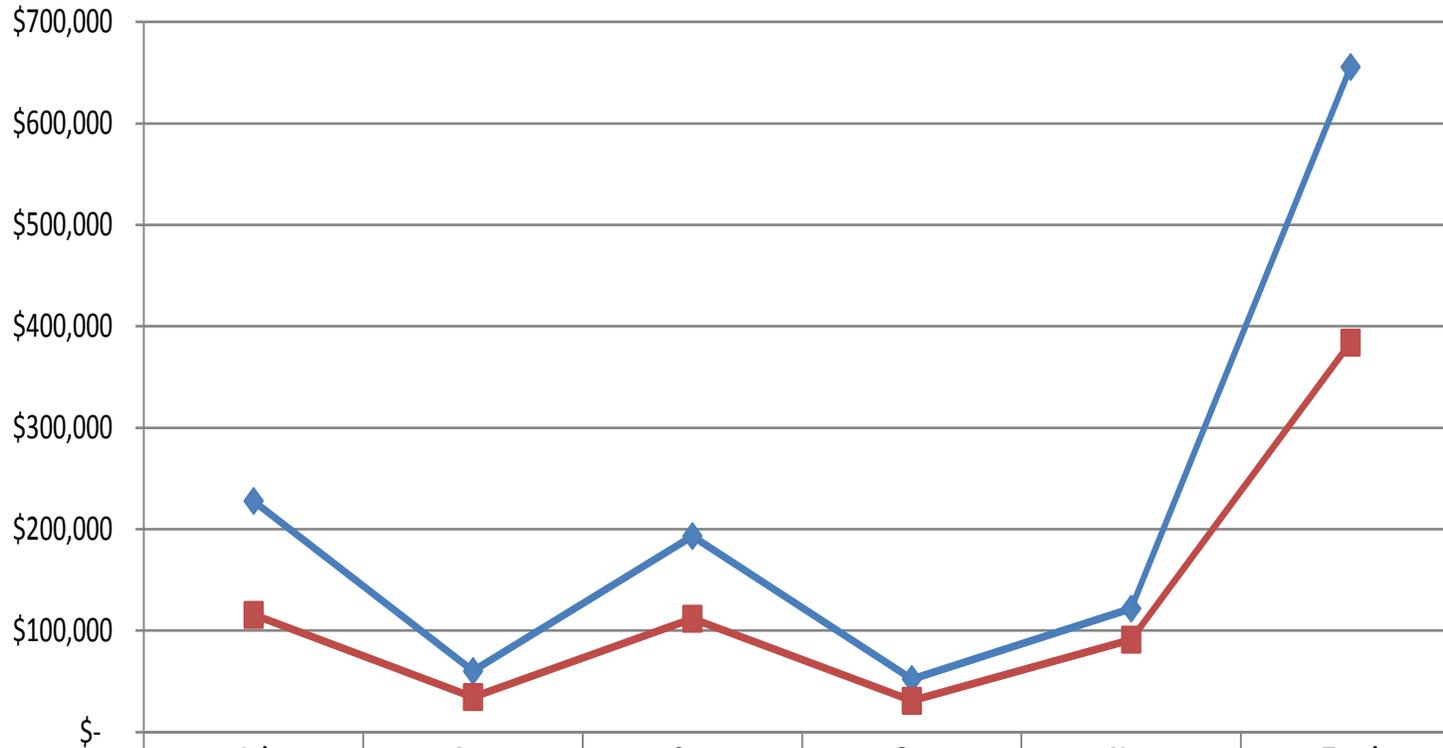
	Jul	Aug	Sep	Oct	Nov	Total
Actual	\$118,797	\$38,930	\$93,000	\$34,298	\$56,124	\$285,026
Pro-rated budget	\$86,949	\$37,416	\$82,070	\$33,976	\$72,477	\$312,888

## FY2013 YTD Water Consumption Compared to 2012



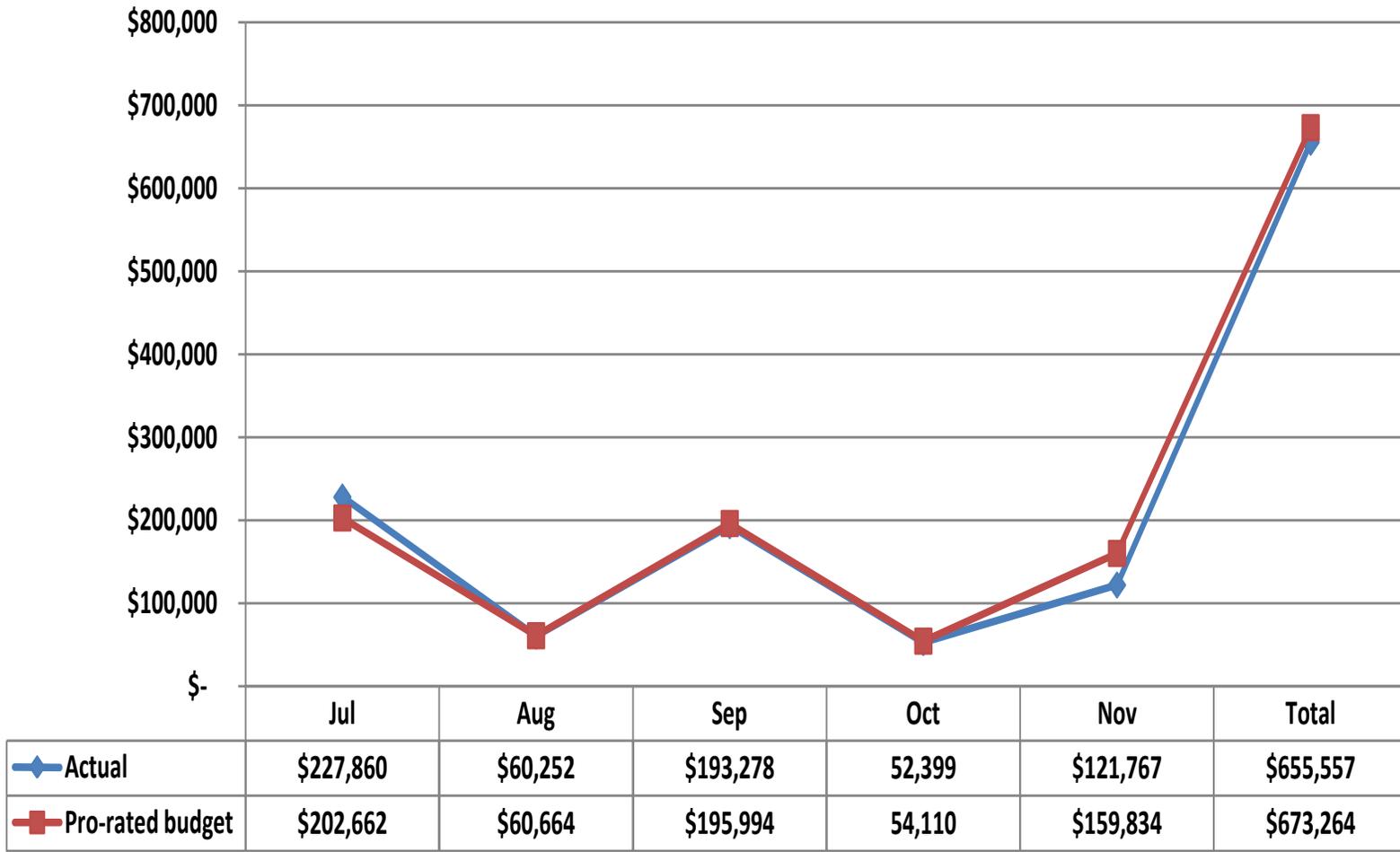
	Jul	Aug	Sep	Oct	Nov	Total
Actual 2013	44,653,181	12,421,059	37,528,313	10,801,624	23,506,380	128,910,557
Actual 2012	39,688,782	13,568,118	38,099,729	12,102,449	31,600,520	135,059,598

## FY2013 YTD Water Charges Compared to 2012

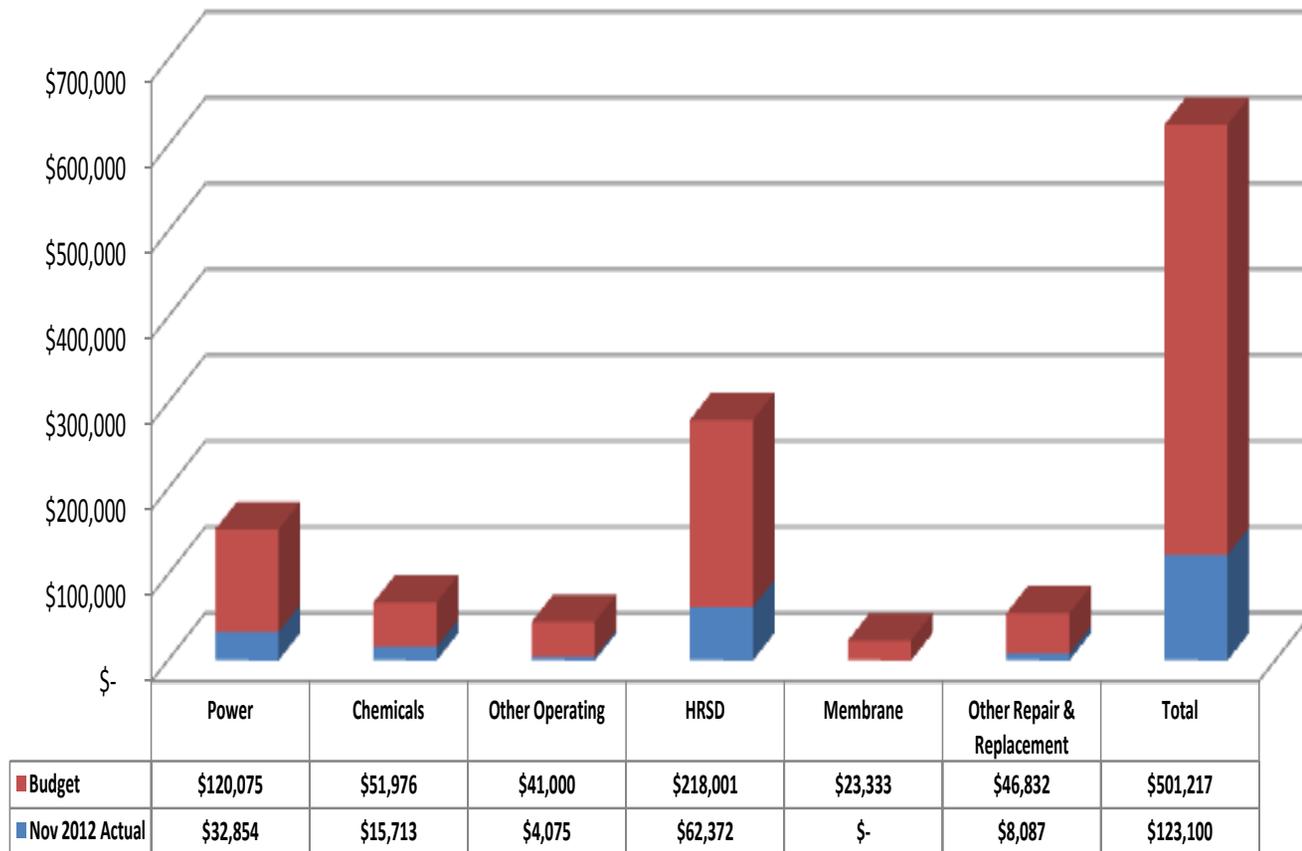


	Jul	Aug	Sep	Oct	Nov	Total
Actual 2013	\$227,860	\$60,252	\$193,278	52,399	\$121,766	\$655,556
Actual 2012	\$115,583	\$34,598	\$111,780	30,860	\$91,158	\$383,980

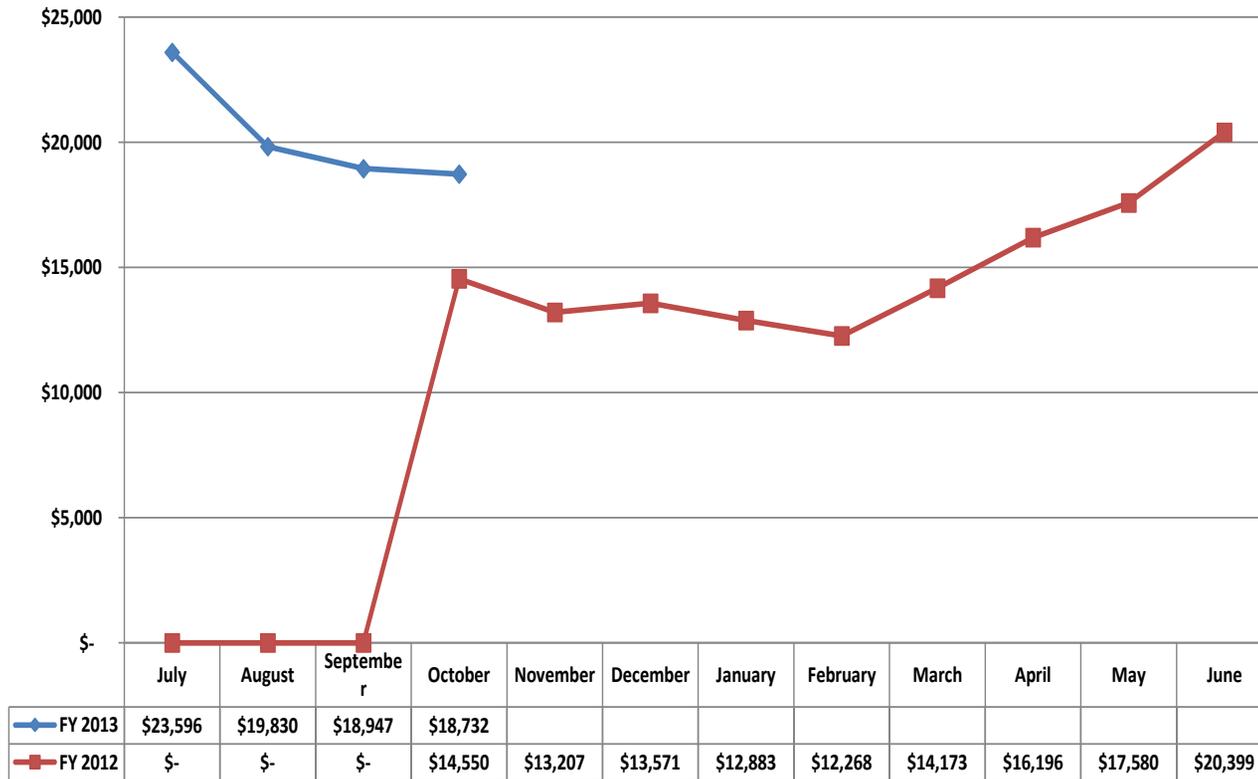
## Nov YTD Water Charges Compared to Pro-Rated Budget



## Nov 2012 YTD RO Expenses by Category



## HRSD EXPENSES FOR RO PLANT FY2013 AND FY2012



CASH BALANCES AS OF NOVEMBER 30, 2012						
ACCOUNT NAME	BANK NAME	ACCOUNT BALANCE	DATE RECONCILED	Current Month INTERCO. TRANSFERS	Year end Interco. Transfers	ADJUSTED BALANCES
<b>Water</b>	Farmers Bank	692,222.52	12/10/12	(265,721.47)	(194,459.92)	232,041.13
<b>Water-Debt Service</b>	Farmers Bank	1,375,907.23	12/10/12	29,395.76		1,405,302.99
<b>Water Capital Escrow (availability fees)</b>	TowneBank	234,092.24	12/10/12	16,320.00		250,412.24
<b>Water Development Escrow</b>	TowneBank	70,160.34	12/10/12	4,000.00	-	74,160.34
<b>Subtotal Water</b>		<b>2,372,382.33</b>		<b>(216,005.71)</b>	<b>(194,459.92)</b>	<b>1,961,916.70</b>
<b>Sewer</b>	Farmers Bank	256,889.84	12/10/12	10,013.02	(316,864.41)	(49,961.55)
<b>Sewer Development Escrow</b>	TowneBank	321,867.04	12/10/12	4,000.00		325,867.04
<b>Sewer Capital Escrow (availability fees)</b>	TowneBank	739,548.25	12/10/12	24,720.00		764,268.25
<b>Sewer Compliance</b>	Farmers Bank	178,159.84	12/10/12	35,711.88		213,871.72
<b>Subtotal Sewer</b>		<b>1,496,464.97</b>		<b>74,444.90</b>	<b>(316,864.41)</b>	<b>1,254,045.46</b>
<b>Highway</b>	Farmers Bank	61,271.31	12/10/12	(106,828.57)	-	(45,557.26)
<b>General Fund</b>	Farmers Bank	954,754.72	STILL IN PROCESS	125,903.38	511,324.33	1,591,982.43
<b>Payroll</b>	Farmers Bank	49,642.46	12/10/12			49,642.46
<b>Money Market-General Fund</b>	TowneBank	2,170.48	12/10/12			2,170.48
<b>Business Super Now-General Fund</b>	Farmers Bank	32,936.22	12/10/12	-		32,936.22
<b>Money Market-General Fund</b>	Farmers Bank	287,149.67	12/10/12			287,149.67
<b>General Fund Capital Escrow Account</b>	TowneBank	50,826.42	12/10/12	-		50,826.42
<b>Certificate of Deposit</b>	Farmers Bank	525,489.72	11/16/12	-		525,489.72
<b>Certificate of Deposit-Police Dept</b>	Farmers Bank	36,451.32	11/16/12			36,451.32
<b>Special Project Account (Pinewood)</b>	Farmers Bank	19,879.98	12/10/12	122,486.00	-	142,365.98
<b>Pinewood Heights Escrow</b>	Farmers Bank	37,299.47	12/10/12			37,299.47
<b>S. Church Street Account</b>	TowneBank	42,534.86	12/10/12	-		42,534.86
<b>Subtotal General Fund</b>		<b>2,039,135.32</b>		<b>248,389.38</b>	<b>511,324.33</b>	<b>2,798,849.03</b>
<b>Beautification Fund</b>	Farmers Bank	7,813.78	12/10/12			7,813.78
<b>Money Market-Beautification</b>	Farmers Bank	61,038.20	12/10/12			61,038.20
		<b>68,851.98</b>				<b>68,851.98</b>
		<b>-</b>				<b>-</b>

<b>TOTAL ALL FUNDS</b>		<b>6,038,105.91</b>		<b>0.00</b>	<b>-</b>	<b>6,038,105.91</b>
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**Town of Smithfield, Virginia**  
**Annual Engineering Services Contract**  
*Project Billing For Period Beginning November 1, 2012 to November 30, 2012*

INDEPENDENT PROJECTS	Fee Basis	% Complete	Amount Earned	Previous Amount Billed	Amount Due This Invoice
<i>Consent Order/SSO Annual Report Development</i> (HR04103-26)					
	Lump Sum	82.40%	\$20,600.00	\$18,700.00	\$1,900.00
<i>Consent Order/SSO Private Property I/I Abatement Program</i> (HR04103-57RI)					
	Lump Sum	88.90%	\$ 22,225.00	\$ 19,675.00	\$2,550.00
<i>Consent Order/SSO General Rehabilitation Plan</i> (HR04103-60RI)					
	Lump Sum	58.34%	\$ 102,095.00	\$ 98,000.00	\$4,095.00
<i>Consent Order/SSO MOM Program Full Hydraulic Model Phase 2</i> (HR04103-61RI)					
	Lump Sum	91.80%	\$ 105,570.00	\$ 90,275.00	\$15,295.00
<i>South Church Street Manhole Rehabilitation Project</i> (HR04103-64RI)					
	Lump Sum	100.00%	\$12,500.00	\$0.00	\$12,500.00
<i>Consent Order / SSES Minton Way Pump Station Basin</i> (HR04103-65RI)					
	Lump Sum	79.20%	\$27,720.00	\$22,645.00	\$5,075.00



**Draper Aden Associates**

VENDOR # \_\_\_\_\_  
ACCOUNT # 004-42070-7017  
DEPT HEAD W.T.W.  
TOWN MANAGER PLS

**Town of Smithfield, Virginia**  
**Annual Engineering Services Contract**  
*Project Billing For Period Beginning November 1, 2012 to November 30, 2012*

<i>Consent Order / Capacity Assessment</i> (HR04103-66RI)					
	Lump Sum	13.16%	\$4,606.00	\$3,255.00	\$1,351.00
Level of Service Determination					
<i>Consent Order / Additional Locality-HRSD Coordination</i> (HR04103-67RI)					
	Lump Sum	21.40%	\$17,120.00	\$11,040.00	\$6,080.00
Locality/HRSD Coordination					
				<b>TOTALS</b>	<b>\$48,846.00</b>

**Town of Smithfield, Virginia**  
**Annual Engineering Services Contract**  
*Project Billing For Period Beginning November 1, 2012 to November 30, 2012*

<i>GENERAL REVIEW SERVICES (HR04103-26)</i> Consent Order / Annual Report Development	<b>Billing Period</b> 2012	<b>Fee Basis</b>	<b>Fee</b>	<b>% Complete</b>	<b>Amount Earned</b>	<b>Prior Invoice Amount</b>	<b>Amount Due</b>
<b><i>Project Labor</i></b>							
Report Activities	November	Lump Sum	\$25,000.00	82.40%	\$20,600.00	\$18,700.00	\$1,900.00
Project Totals			\$25,000.00	82.40%	\$20,600.00	\$18,700.00	\$1,900.00

TOTAL = \$1,900.00

**Town of Smithfield, Virginia**  
**Annual Engineering Services Contract**  
*Project Billing For Period Beginning November 1, 2012 to November 30, 2012*

<i>GENERAL REVIEW SERVICES (HR04103-57RI)</i> Private Property I/I Abatement Program	<b>Billing Period</b> (2012)	<b>Fee Basis</b>	<b>Fee</b>	<b>% Complete</b>	<b>Amount Earned</b>	<b>Prior Invoice Amount</b>	<b>Amount Due</b>
<b><i>Project Labor</i></b>							
Program Assistance	November	Lump Sum	\$25,000.00	88.90%	\$22,225.00	\$19,675.00	\$2,550.00
Project Totals			\$25,000.00	88.90%	\$22,225.00	\$19,675.00	\$2,550.00

*TOTAL = \$2,550.00*

**Town of Smithfield, Virginia**  
**Annual Engineering Services Contract**  
*Project Billing For Period Beginning November 1, 2012 to November 30, 2012*

<i>GENERAL REVIEW SERVICES (HR04103-60RI)</i> Consent Order / SSO Rehabilitation Plan	<b>Billing Period</b> (2012)	<b>Fee Basis</b>	<b>Fee</b>	<b>% Complete</b>	<b>Amount Earned</b>	<b>Prior Invoice Amount</b>	<b>Amount Due</b>
<b><i>Project Labor</i></b>							
Plan Development	November	Lump Sum	\$175,000.00	58.34%	\$102,095.00	\$98,000.00	\$4,095.00
Project Totals			\$175,000.00	58.34%	\$102,095.00	\$98,000.00	\$4,095.00

*TOTAL = \$4,095.00*

**Town of Smithfield, Virginia**  
**Annual Engineering Services Contract**  
*Project Billing For Period Beginning November 1, 2012 to November 30, 2012*

<i>GENERAL REVIEW SERVICES (HR04103-61R1)</i> Consent Order / SSO MOM Program Full Hydraulic Model Phase 2	<b>Billing Period (2012)</b>	<b>Fee Basis</b>	<b>Fee</b>	<b>% Complete</b>	<b>Amount Earned</b>	<b>Prior Invoice Amount</b>	<b>Amount Due</b>
<b><i>Project Labor</i></b>							
Plan Development	November	Lump Sum	\$115,000.00	91.80%	\$105,570.00	\$90,275.00	\$15,295.00
Project Totals			\$115,000.00	91.80%	\$105,570.00	\$90,275.00	\$15,295.00

*TOTAL = \$15,295.00*

**Town of Smithfield, Virginia**  
**Annual Engineering Services Contract**  
*Project Billing For Period Beginning November 1, 2012 to November 30, 2012*

<i>GENERAL REVIEW SERVICES (HR04103-64RI)</i> South Church Street Manhole Rehabilitation Project	<b>Billing Period</b> (2012)	<b>Fee Basis</b>	<b>Fee</b>	<b>% Complete</b>	<b>Amount Earned</b>	<b>Prior Invoice Amount</b>	<b>Amount Due</b>
<b><i>Project Labor</i></b>							
Construction Rehabilitation Services	November	Lump Sum	\$12,500.00	100.00%	\$12,500.00	\$0.00	\$12,500.00
Project Totals			\$12,500.00	100.00%	\$12,500.00	\$0.00	\$12,500.00

*TOTAL = \$12,500.00*

**Town of Smithfield, Virginia**  
**Annual Engineering Services Contract**  
*Project Billing For Period Beginning November 1, 2012 to November 30, 2012*

<i>GENERAL REVIEW SERVICES (HR04103-65RI)</i> Consent Order / SSES Minton Way Pump Station Basin	<b>Billing Period (2012)</b>	<b>Fee Basis</b>	<b>Fee</b>	<b>% Complete</b>	<b>Amount Earned</b>	<b>Prior Invoice Amount</b>	<b>Amount Due</b>
<b><i>Project Labor</i></b>							
CCTV Inspection Services	November	Lump Sum	\$35,000.00	79.20%	\$27,720.00	\$22,645.00	\$5,075.00
Project Totals			\$35,000.00	79.20%	\$27,720.00	\$22,645.00	\$5,075.00

*TOTAL = \$5,075.00*

**Town of Smithfield, Virginia**  
**Annual Engineering Services Contract**  
*Project Billing For Period Beginning November 1, 2012 to November 30, 2012*

<i>GENERAL REVIEW SERVICES (HR04103-66RI)</i> Consent Order / Capacity Assessment	Billing Period (2012)	Fee Basis	Fee	% Complete	Amount Earned	Prior Invoice Amount	Amount Due
<b><i>Project Labor</i></b>							
Level of Service Determination	November	Lump Sum	\$35,000.00	13.16%	\$4,606.00	\$3,255.00	\$1,351.00
Project Totals			\$35,000.00	13.16%	\$4,606.00	\$3,255.00	\$1,351.00

**TOTAL = \$1,351.00**

**Town of Smithfield, Virginia**  
**Annual Engineering Services Contract**  
*Project Billing For Period Beginning November 1, 2012 to November 30, 2012*

<i>GENERAL REVIEW SERVICES (HR04103-67RI)</i> Consent Order / Additional Locality-HRSD Coordination	Billing Period (2012)	Fee Basis	Fee	% Complete	Amount Earned	Prior Invoice Amount	Amount Due
<b><i>Project Labor</i></b>							
Locality - HRSD Coordination	November	Lump Sum	\$80,000.00	21.40%	\$17,120.00	\$11,040.00	\$6,080.00
Project Totals			\$80,000.00	21.40%	\$17,120.00	\$11,040.00	\$6,080.00

**TOTAL = \$6,080.00**



# Draper Aden Associates

Engineering • Surveying • Environmental Services

## Progress Report

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**To:** Ms. Sonja Eubank  
**Company:** Town of Smithfield  
**From:** Andy Snyder  
**Project Name:** Annual Engineering Services Contract – November 2012 Invoices  
**Project Number:** HR04103-26, HR04103-57RI, HR04103-60RI, HR04103-61RI, HR04103-64RI, HR04103-65RI, HR04103-66RI, HR04103-67RI  
**Date:** December 13, 2012  
**cc:** Bill Hopkins, Scott Schiller

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### Recent Activities:

1. HR04103-26 – Completed development of the Annual Report for Fiscal Year 2012.
2. HR04103-57RI – Continued coordination with HRSD and their consultant regarding an information request pertaining to preliminary peak flow estimates and other related data.
3. HR04103-60RI – Continued development of the rehabilitation plan in order to clarify the necessary approach for meeting regional requirements.
4. HR04103-61RI – Continued field survey work and the logging of collected information into a GIS database for eventual incorporation into the Town's full hydraulic model.
5. HR04103-64RI – Worked with D&S Contractors to complete the manhole rehabilitation work on South Church Street.
6. HR04103-65RI – Continued to review the coding information provided by the CCTV investigation work.
7. HR04103-66RI – Coordinated with HRSD and their consultants regarding the initial capacity assessment performed on the Town's infrastructure. Assisted the Town with regional discussions and decisions pertaining to a regional level of service determination.
8. HR04103-67RI – Attended capacity team meetings and assisted the Town with general regional coordination efforts.

### Upcoming Tasks:

1. HR04103-26 – Assist the Town with development of next fiscal year's annual report.
2. HR04103-57RI – Attend future Private Property I/I Abatement Program meetings, respond to future information requests, and coordinate with the region as necessary.
3. HR04103-60RI – Continue development of the rehabilitation plan.
4. HR04103-61RI – Complete field survey work and GIS data entry for incorporation into the Town's full hydraulic model and begin development of final portions of the model.
5. HR04103-64RI – Task is complete.
6. HR04103-65RI – Complete a review of the coding information and summarize identified defects as necessary for incorporation into the Rehabilitation Plan.
7. HR04103-66RI – Assist the Town as necessary with requests pertaining to previous and upcoming capacity assessments. Coordinate with the region as necessary with regard to level of service determination.

\\Hmp-files\projects\HR04\100\HR04103\HR04103-02\WORK\Billing File\2012 Invoice Files\November 2012 Invoices\November 2012 Progress Report 12-13-12.doc

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Blacksburg • Charlottesville • Richmond

8. HR04103-67RI – Attend upcoming capacity team meetings and assist the Town with general regional coordination efforts.

**Scope Changes:**

1. N/A

**Budget Status/Percent Complete**

1. HR04103-26 – 82.40%
2. HR04103-57RI – 88.90%
3. HR04103-60RI – 58.34%
4. HR04103-61RI – 91.80%
5. HR04103-64RI – 100.00%
6. HR04103-65RI – 79.20%
7. HR04103-66RI – 13.16%
8. HR04103-67RI – 21.40%

**Schedule Status/Deliverable Status**

1. HR04103-26 – On schedule based on VDEQ deadlines.
2. HR04103-57RI – On schedule based on VDEQ deadlines.
3. HR04103-60RI – On schedule based on VDEQ deadlines.
4. HR04103-61RI – On schedule.
5. HR04103-64RI – Task is complete.
6. HR04103-65RI – On schedule.
7. HR04103-66RI – On schedule based on VDEQ deadlines.
8. HR04103-67RI – On schedule based on VDEQ deadlines.

**Input needed from client "What we are waiting on:"**

1. None

**Issues you should be aware of/ any other issues:**

1. None



**PENINSULA METROPOLITAN YMCA  
41 Old Oyster Point Road, Suite C  
Newport News, VA 23602**

**FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY**

July 18, 2012

Town Of Smithfield  
P. O. Box 246  
310 Institute Street  
Smithfield, VA 23431

Your commitment to the YMCA and to the Luter Capital Campaign helps us provide the quality facilities and programs needed in our community. This is a reminder of your pledge installment.\* Should you have any questions regarding your pledge, please contact me at (757) 223-7925 x202.

Since 1896, the Peninsula Metropolitan YMCA has contributed to the lives of countless boys, girls, men and women of all ages, races, religions and economic backgrounds. With your help we will continue to strengthen our community.

Sincerely,  
Sandy Young

\*Please note: You may pay your pledge by credit card, check, cash or automatic monthly bank withdrawals. The Peninsula Metropolitan YMCA will convert payments made by personal check into one-time Electronic Funds Transfer Payments.

----- Cut here -----



**Please return this portion with your payment.**  
**PENINSULA METROPOLITAN YMCA**  
41 Old Oyster Point Road, Suite C  
Newport News, VA 23602  
ATTN: Contributions August 2012

**Thank you for making our community a healthier and happier place to live!**  
Pledge Payment for Luter Capital Campaign 2010:

Total Pledge Amount: \$500,000.00  
Pledge Balance: \$450,000.00

Contributor# 720038-00

**This Installment Amount: \$50000.00**

Town Of Smithfield  
P. O. Box 246  
310 Institute Street  
Smithfield, VA 23431

Isle of Wight, Virginia  
General Obligation Capital Improvement Bonds, Series 2008

						33.19%		
	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Principal	Interest	Total
7/1/2009	-	-	56,665.10	56,665.10	-	-	18,807.15	18,807.15
1/1/2010	-	-	52,306.25	52,306.25	-	-	17,360.44	17,360.44
6/30/2010	-	-	-	-	108,971.35	-	-	-
7/1/2010	-	-	52,306.25	52,306.25	-	-	17,360.44	17,360.44
1/1/2011	-	-	52,306.25	52,306.25	-	-	17,360.44	17,360.44
6/30/2011	-	-	-	-	104,612.50	-	-	-
7/1/2011	-	-	52,306.25	52,306.25	-	-	17,360.44	17,360.44
1/1/2012	-	-	52,306.25	52,306.25	-	-	17,360.44	17,360.44
6/30/2012	-	-	-	-	104,612.50	-	-	-
7/1/2012	55,000.00	4.00%	52,306.25	107,306.25	-	18,254.50	17,360.44	35,614.94
1/1/2013	-	-	51,206.25	51,206.25	-	-	16,995.35	16,995.35
6/30/2013	-	-	-	-	158,512.50	-	-	-
7/1/2013	60,000.00	4.00%	51,206.25	111,206.25	-	19,914.00	16,995.35	36,909.35
1/1/2014	-	-	50,006.25	50,006.25	-	-	16,597.07	16,597.07
6/30/2014	-	-	-	-	161,212.50	-	-	-
7/1/2014	60,000.00	4.00%	50,006.25	110,006.25	-	19,914.00	16,597.07	36,511.07
1/1/2015	-	-	48,806.25	48,806.25	-	-	16,198.79	16,198.79
6/30/2015	-	-	-	-	158,812.50	-	-	-
7/1/2015	65,000.00	4.25%	48,806.25	113,806.25	-	21,573.50	16,198.79	37,772.29
1/1/2016	-	-	47,425.00	47,425.00	-	-	15,740.36	15,740.36
6/30/2016	-	-	-	-	161,231.25	-	-	-
7/1/2016	65,000.00	4.25%	47,425.00	112,425.00	-	21,573.50	15,740.36	37,313.86
1/1/2017	-	-	46,043.75	46,043.75	-	-	15,281.92	15,281.92
6/30/2017	-	-	-	-	158,468.75	-	-	-
7/1/2017	70,000.00	5.00%	46,043.75	116,043.75	-	23,233.00	15,281.92	38,514.92
1/1/2018	-	-	44,293.75	44,293.75	-	-	14,701.10	14,701.10
6/30/2018	-	-	-	-	160,337.50	-	-	-
7/1/2018	75,000.00	5.50%	44,293.75	119,293.75	-	24,892.50	14,701.10	39,593.60
1/1/2019	-	-	42,231.25	42,231.25	-	-	14,016.55	14,016.55
6/30/2019	-	-	-	-	161,525.00	-	-	-
7/1/2019	80,000.00	5.50%	42,231.25	122,231.25	-	26,552.00	14,016.55	40,568.55
1/1/2020	-	-	40,031.25	40,031.25	-	-	13,286.37	13,286.37
6/30/2020	-	-	-	-	162,262.50	-	-	-
7/1/2020	85,000.00	5.50%	40,031.25	125,031.25	-	28,211.50	13,286.37	41,497.87
1/1/2021	-	-	37,693.75	37,693.75	-	-	12,510.56	12,510.56
6/30/2021	-	-	-	-	162,725.00	-	-	-
7/1/2021	90,000.00	5.50%	37,693.75	127,693.75	-	29,871.00	12,510.56	42,381.56
1/1/2022	-	-	35,218.75	35,218.75	-	-	11,689.10	11,689.10
6/30/2022	-	-	-	-	162,912.50	-	-	-
7/1/2022	95,000.00	5.25%	35,218.75	130,218.75	-	31,530.50	11,689.10	43,219.60
1/1/2023	-	-	32,725.00	32,725.00	-	-	10,861.43	10,861.43
6/30/2023	-	-	-	-	162,943.75	-	-	-
7/1/2023	100,000.00	5.38%	32,725.00	132,725.00	-	33,190.00	10,861.43	44,051.43
1/1/2024	-	-	30,037.50	30,037.50	-	-	9,969.45	9,969.45
6/30/2024	-	-	-	-	162,762.50	-	-	-
7/1/2024	105,000.00	6.00%	30,037.50	135,037.50	-	34,849.50	9,969.45	44,818.95
1/1/2025	-	-	26,887.50	26,887.50	-	-	8,923.96	8,923.96
6/30/2025	-	-	-	-	161,925.00	-	-	-
7/1/2025	110,000.00	6.00%	26,887.50	136,887.50	-	36,509.00	8,923.96	45,432.96
1/1/2026	-	-	23,587.50	23,587.50	-	-	7,828.69	7,828.69
6/30/2026	-	-	-	-	160,475.00	-	-	-
7/1/2026	115,000.00	6.00%	23,587.50	138,587.50	-	38,168.50	7,828.69	45,997.19
1/1/2027	-	-	20,137.50	20,137.50	-	-	6,683.64	6,683.64
6/30/2027	-	-	-	-	158,725.00	-	-	-
7/1/2027	125,000.00	6.00%	20,137.50	145,137.50	-	41,487.50	6,683.64	48,171.14
1/1/2028	-	-	16,387.50	16,387.50	-	-	5,439.01	5,439.01
6/30/2028	-	-	-	-	161,525.00	-	-	-
7/1/2028	130,000.00	5.75%	16,387.50	146,387.50	-	43,147.00	5,439.01	48,586.01
1/1/2029	-	-	12,650.00	12,650.00	-	-	4,198.54	4,198.54
6/30/2029	-	-	-	-	159,037.50	-	-	-
7/1/2029	140,000.00	5.75%	12,650.00	152,650.00	-	46,466.00	4,198.54	50,664.54
1/1/2030	-	-	8,625.00	8,625.00	-	-	2,862.64	2,862.64
6/30/2030	-	-	-	-	161,275.00	-	-	-
7/1/2030	145,000.00	5.75%	8,625.00	153,625.00	-	48,125.50	2,862.64	50,988.14
1/1/2031	-	-	4,456.25	4,456.25	-	-	1,479.03	1,479.03
6/30/2031	-	-	-	-	158,081.25	-	-	-
7/1/2031	155,000.00	5.75%	4,456.25	159,456.25	-	51,444.50	1,479.03	52,923.53
6/30/2032	-	-	-	-	159,456.25	-	-	-
	1,925,000.00		1,607,402.60	3,532,402.60	3,532,402.60	638,907.50	533,496.92	1,172,404.42

due 12/12

Sales contract requires the Town to make its payment at least 5 days before the payment schedule due date; therefore Jan 1 payment is paid at the end of December.

TOWN OF SMITHFIELD

REQUISITION

Co 1  
General  
Fund

SUGGESTED VENDOR			OFFICE USE ONLY	
Isle of Wight County			DATE ORDERED	
REQUESTED BY	DATE REQUESTED	DATE WANTED	ORDER NO.	
	12.12.12			
QUANTITY	DESCRIPTION	BUDGET ACCT. NO.	EST. UNIT PRICE	EST. TOTAL PRICE
	Tourism - 50% cost sharing per MOU (2 quarters)			104988.00
	4.100.32300.5607			

REQUISITIONER  
RETAIN YELLOW COPY

APPROVED \_\_\_\_\_  
TOWN MANAGER

\_\_\_\_\_  
SIGNATURE - DEPARTMENT HEAD

TOWN OF SMITHFIELD

REQUISITION

Co 1  
General  
Fund

SUGGESTED VENDOR <u>Isle of Wight County</u>			OFFICE USE ONLY	
REQUESTED BY			DATE ORDERED	
DATE REQUESTED <u>12-12-12</u>		DATE WANTED	ORDER NO.	
QUANTITY	DESCRIPTION	BUDGET ACCT. NO.	EST. UNIT PRICE	EST. TOTAL PRICE
	<u>911 Communications Dispatch</u>			<u>49287.50</u>
	<u>(2 quarters)</u>			
	<u>4-100-32300-5614</u>			

REQUISITIONER  
RETAIN YELLOW COPY

APPROVED \_\_\_\_\_

TOWN MANAGER

SIGNATURE - DEPARTMENT HEAD

*[Signature]*

TOWN OF SMITHFIELD

REQUISITION

001  
General  
Fund

SUGGESTED VENDOR <u>Isle of Wight County</u>			OFFICE USE ONLY	
REQUESTED BY			DATE ORDERED	
DATE REQUESTED <u>12.12.12</u>		DATE WANTED	ORDER NO.	
QUANTITY	DESCRIPTION	BUDGET ACCT. NO.	EST. UNIT PRICE	EST. TOTAL PRICE
	<u>Library Contribution (2 quarters)</u>			<u>18000.00</u>
	<u>4.100.32300.5605</u>			

REQUISITIONER  
RETAIN YELLOW COPY

APPROVED \_\_\_\_\_  
TOWN MANAGER

Edm  
SIGNATURE - DEPARTMENT HEAD



# TOWN OF SMITHFIELD

*"The Ham Capital of the World"*

December 14, 2012

TO SMITHFIELD TOWN COUNCIL  
FROM TOWN MANAGER *PETER*  
SUBJECT PROPOSED CAPITAL IMPROVEMENTS PROGRAM (CIP) REVIEW AND UPDATE PROCESS

The Town of Smithfield adopted CIP serves as part of the Implementation Chapter of the Town of Smithfield Comprehensive Plan. The current Fiscal Years 2010-2015 CIP was adopted by Town Council on April 6, 2010. Although we still have a couple of years before a required overall review and update of the entire Comprehensive Plan, the CIP is in need of updating after three years. Several major capital projects have been completed and other assumptions have changed over time.

Public hearings are required at both the Planning Commission and Town Council level as part of a CIP update and adoption. I am proposing the following schedule to accomplish this task:

January, 2013	Review of Preliminary Updated CIP at Council Committee Level
February, 2013	Review of Preliminary Updated CIP at Planning Commission Level; Refinement of Updated CIP at Council Committee Level
March, 2013	CIP Public Hearing & Recommendation by Planning Commission; Pre-Public Hearing Discussion and Finalization of CIP by Council at Committee Level
April, 2013	CIP Public Hearing & Adoption by Town Council

The new CIP will cover a five year period from FY 2013-2014 through FY 2017-2018.

cc: William T. Hopkins, III, Director of Planning, Engineering & Public Works  
Ellen D. Minga, Town Treasurer  
Smithfield Planning Commission

## TOWN MANAGER'S OFFICE

911 South Church Street • P.O. Box 246 • Smithfield, VA 23431 • (757) 365-4200 Fax (757) 365-9508  
www.smithfieldva.gov • Local Cable Channel 6



# TOWN OF SMITHFIELD

*"The Ham Capital of the World"*

December 14, 2012

TO SMITHFIELD TOWN COUNCIL  
FROM TOWN MANAGER *PETER*  
SUBJECT PROPOSED BICYCLE RACK DONATION

Through a flurry of communication this past week or so between the Tidewater Bicycle Association (TBA) President, Mr. Bruce Drees, town and county staff and Mr. Lawrence Pitt, I have been made aware that TBA expressed interest in contributing a new bicycle rack in front of the new public restrooms on Main Street to potentially secure between six and ten bicycles. The value of the rack itself is approximately \$800 to \$1,200 not including installation costs.

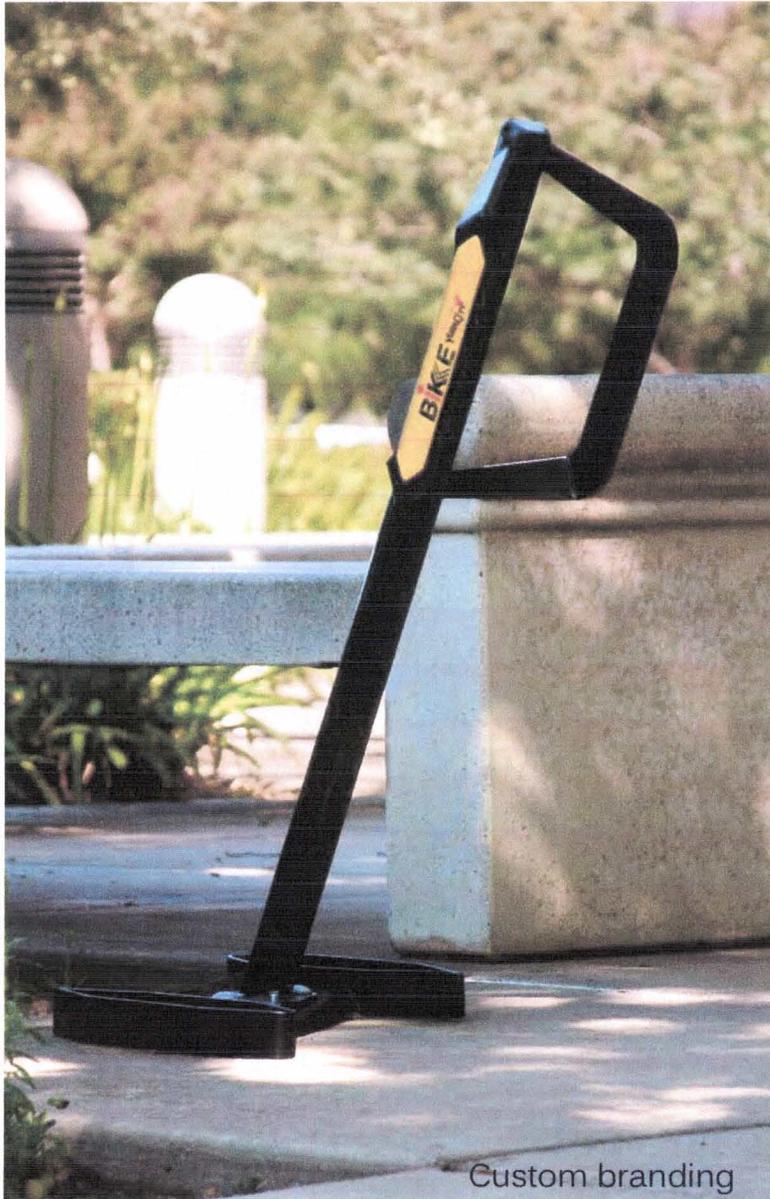
Information on the bollard type of bicycle rack proposed is enclosed. The small footprint this class of racks offers considerable flexibility for placement, and they excel at security and minimizing damage to bikes. The City of Norfolk has installed a number of these bollard type racks along 21<sup>st</sup> Street and Colley Avenue in Ghent with good success and the City of Portsmouth is looking at something similar.

Mr. Pitt and the architect responsible for the public restrooms have concluded there simply isn't sufficient room to place such bike racks on site. They could be placed out in the street where the driveway curb cut has been for this small lot however this would eliminate one vehicular parking space on Main Street if handled in a manner similar to the last photo/drawing shown in the informational attachments. Alternatively, Messrs. Pitt and Hopkins have looked at our new public parking lot behind the Taste of Smithfield as a possible location and that site is preferred. Two recommended areas are shown on the additionally attached public parking lot site plan for your review.

If council is agreeable staff would recommend acceptance of this generous donation from the Tidewater Bicycle Association. If desired, Mr. Drees has offered to come out to Smithfield for an on-site meeting to discuss placement options. Thank you.

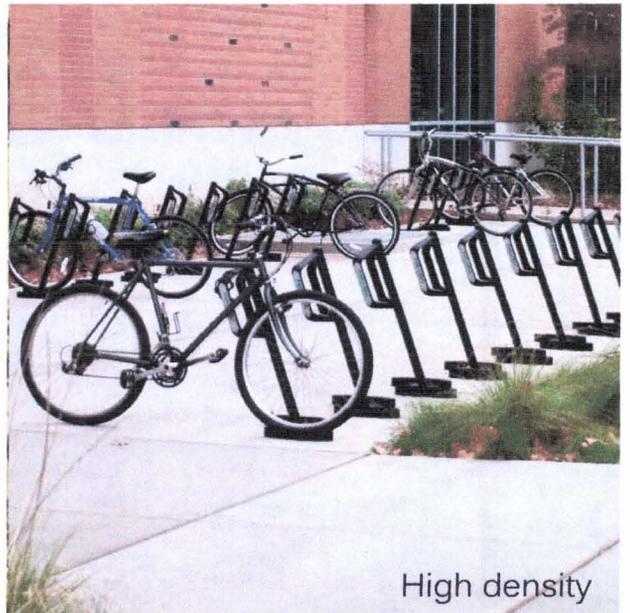
## TOWN MANAGER'S OFFICE

911 South Church Street • P.O. Box 246 • Smithfield, VA 23431 • (757) 365-4200 Fax (757) 365-9508  
[www.smithfieldva.gov](http://www.smithfieldva.gov) • Local Cable Channel 6



Custom branding

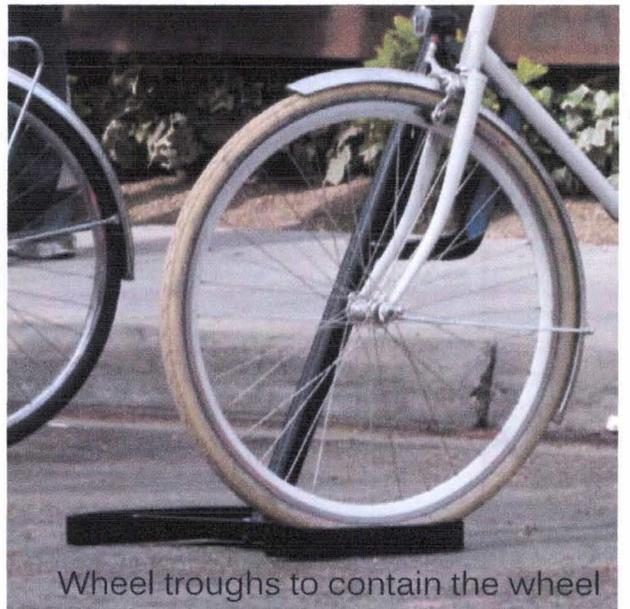
At Park a Bike we believe a bike rack should be more than just a bent piece of metal that you lean your bike against. It can be safe, secure, it can educate, and we have built just that.



High density



Custom QR tags for cycling info



Wheel troughs to contain the wheel

# specs

## MATERIALS

ASTM A36 Steel for all structural steel plate (standard)

ASTM A53 Steel for all Pipe (standard)

300 Series Stainless Steel is also available as a special order

## FINISH

### Galvanized

A zinc oxide coating protects from elements that can lead to oxidation, corrosion and rust that can cause the eventual weakening of the steel.

### Black Powder Coat

Final Coat- Polyester based Powder Coating – this offers a hard shell finish to the product to protect the metal substrate from oxidizing. Our finishes withstand harsh conditions with a strong polyester UV-stable coating with superior salt spray protection.

## MOUNTING

### Surface Mount- Varsity Bike Dock DV211

Each DV211 mounts with two 3/8" x 4 1/2" wedge sleeve anchors.

### In-ground Mount- Varsity Bike Dock DV212

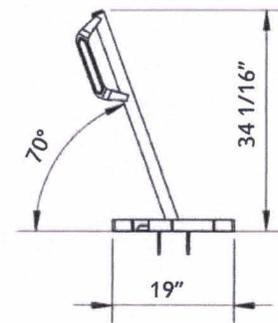
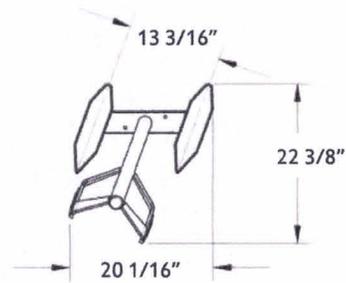
Each DV212 is secured to the below ground mounting base using two 1/2" carriage bolts.

### Rail Mount

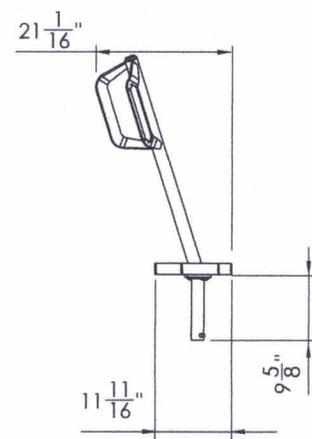
Varsity Bike Docks can be welded to a rail for special requests.

## SPACING

Units can be installed together with a 24" or 18" aisle for high density bike parking. The units are modular so they can be installed as angled or perpendicular bike parking. Sample layouts can be downloaded from our website.



surface mount  
DV211



in-ground mount  
DV212

# features

- Each individual dock secures two bikes
- U-lock and cable lock compatible
- 3 contact points with a U-lock
- 2 points of contact with the bike
- Single unit replacability
- No wheel bending
- Case hardened locking loop for added theft protection
- Built for maximum space efficiency
- Smart Guards, the first of their kind that uses a gel coat, protects the bike finish when leaning the bike against the locking loop
- Buddy locking system allows for two bikes to be locked up simultaneously with one cable lock
- Patented angle bike cradles capture your wheel and also allows for a tighter fit with minimal contact
- Specs, SketchUp, and CAD files are available for download on our website.

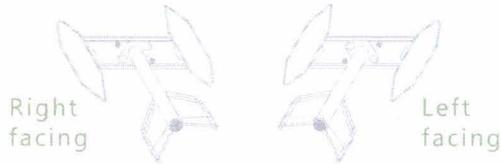
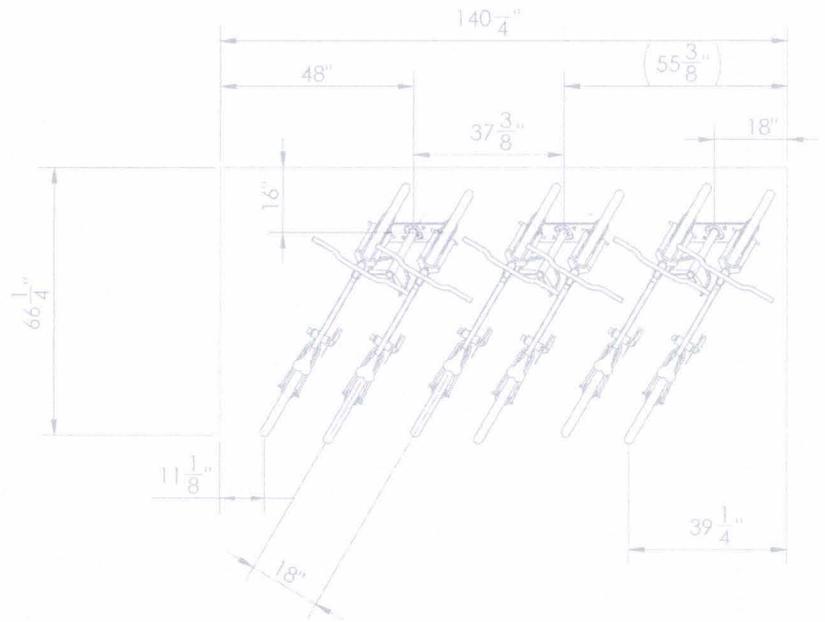


# planning

The Varsity Bike Dock™ is designed to work for angled or perpendicular parking. Any number of racks can be installed together with 18" aisles for high density bike parking, or 24" aisles for bicycle friendly parking. Call us for help with site planning, layouts or layout review and download specs, SketchUp and CAD files from our website.

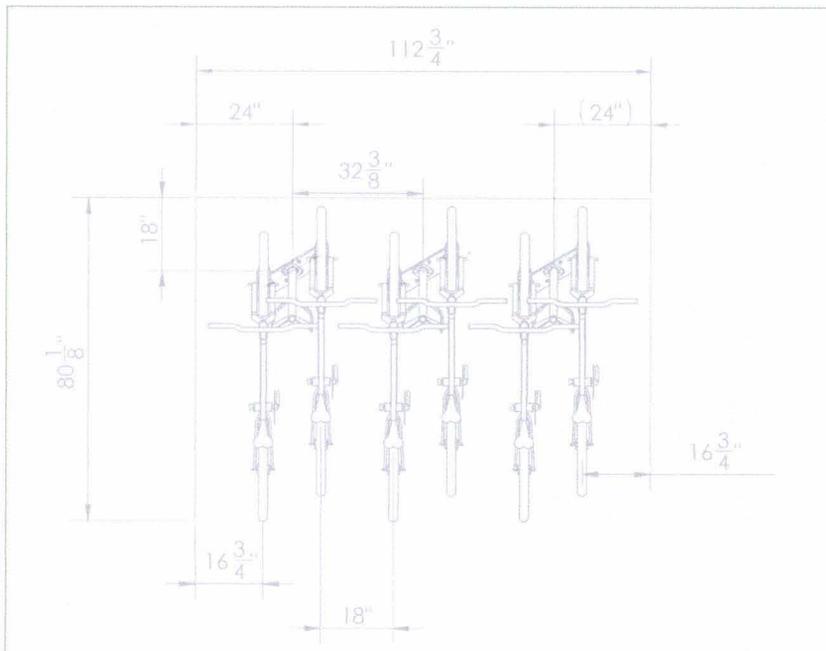
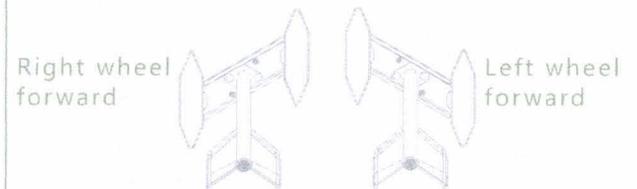
## Angled Parking

- Our bike docks are designed to work as either a right facing or left facing dock
- Angled wheel troughs angle the bikes for space saving, high density bike parking
- We recommend allowing 24" separation between aisles, but our docks allow for up to 18"
- More sample layouts can be downloaded from our website



## Perpendicular Parking

- The angled wheel troughs will offset handlebars which prevents handlebar and chain conflicts between bikes
- Docks can be reversed so either the right wheel or left wheel is forward
- More sample layouts can be downloaded from the downloads section of our website





N/F  
SIMPSONS  
PHARMACY, INC.  
(D.B. 298, P. 729)

EXISTING  
SHED TO  
BE REMOVED

ASPHALT &  
STONE TO  
BE REMOVED  
BEHIND CURB

N/F  
J. M. GALE, JR  
TRUSTEE  
(D.B. 298, P. 729)

N/F  
STEPHENS  
298, P. 729)

ASPHALT &  
STONE TO  
BE REMOVED  
BEHIND CURB

EXISTING  
BUILDING  
FOUNDATION  
TO BE  
REMOVED

Bike  
Rack

EXISTING  
FENCE TO  
BE REMOVED

EXISTING  
PAVEMENT  
TO BE  
REMOVED

EXISTING  
CONC TO  
BE REMOVED

EXISTING  
FOUNDATION  
BE REMOVE

Bike  
Rack

EXISTING  
PAVEMENT  
TO BE  
REMOVED

EXISTING  
FENCE TO  
BE REMOVED

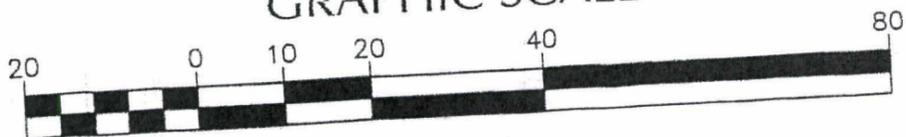
CONSTRUCTION  
STORAGE  
AREA

EXISTING CURB  
AND GUTTER  
TO BE REMOVED  
AT ENTRANCE

CUT 20' AND  
REMOVE 1' BELOW  
PROPOSED GRADE

CEDAR STREET  
(45' R/W)

GRAPHIC SCALE



FEET

N,  
F. J. J  
(D.B. 298





# Draper Aden Associates

Engineering • Surveying • Environmental Services

703 Thimble Shoals Boulevard, Suite C-2  
Newport News, Virginia 23606  
(757) 599-9800 • Fax (757) 599-3684  
www.daa.com

October 26, 2012

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  
Alternatives Assessment Phase 1 - Updated Hydrologic Model  
Smithfield Lake Dam, Smithfield, Virginia

Dear Mr. Stephenson:

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

The Smithfield Lake Dam was issued a two year Conditional Operation and Maintenance (O&M) Certificate effective June 30, 2012 and expiring June 30, 2014. A conditional certificate was issued because the dam does not satisfy the current regulations. The purpose of the two-year period, is to allow the Town enough time to reassess the hydraulic characteristics of the dam in accordance with the current regulations, determine what alternations may be necessary and then to submit an alteration permit identifying the approach for bringing the dam into compliance.

In order to perform the above-listed activities, the Town submitted a grant application to the Virginia Department of Conservation and Recreation (DCR) through the Virginia Dam Safety, Flood Prevention and Protection Assistance Fund. Since this grant application process can be performed each year, it was determined that work to be performed up through the alternatives assessment process would be included in this year's grant application as this work represents approximately half of the effort needed to meet the Conditional O&M Certificate requirements. The application identified the scope of work necessary and indicated a total project cost of \$35,000 (included a grant fund requested value of \$17,500 and a 50% match value from the Town of \$17,500). As a result of the application, The Town was awarded grant funds for this purpose, but only in the amount of \$8,500.

Based on the reduced value of the grant funds and the Town's very limited ability to compensate for the shortfall, it was determined that the total scope of work identified in the grant application would be performed in two phases, providing the Town with an opportunity to obtain additional grant funds in subsequent years. The first phase of the work would account for an updated hydraulic analysis of the dam based on current regulations and the

second phase of the work would account for the alternatives assessment. The purpose of this proposal is to identify the scope of services included in the first phase of this effort.

### ***TASK DESCRIPTION***

Prior analyses performed on the Smithfield Lake Dam include a dam breach analysis and inundation mapping completed in February 2010, a DCR Record Report completed in February 2010, a DCR Operation and Maintenance Certificate Application completed in February 2010 and a DCR Emergency Preparedness Plan completed in June 2009. These documents indicated that the dam should be classified as a significant hazard structure due to the presence of Route 709 (Waterworks Road) on the crest of the dam. As a significant hazard structure, the recommended spillway design flood is reported to be the ½ Probable Maximum Flood (½ PMF).

On December 22, 2010, DCR issued revised Virginia Impounding Structure Regulations. These regulations and additional guidance documents published and Bills passed since December 2010, revise the methods and guidelines for determining the hazard classification of a dam and selecting the spillway design flood. In order to confirm the dam's hydraulic characteristics and the suitability of the current hazard classification, the following services will be performed under this scope of work:

- ❖ Review previous documents and analyses performed for the Smithfield Lake Dam including dam breach analyses, hydraulic and hydrologic models, and design reports to obtain the information necessary to perform the necessary modeling work.
- ❖ Develop a watershed model and perform watershed and reservoir routing to determine the adequacy of the current hazard classification and spillway design flood. The model will also evaluate the frequency of roadway overtopping relative to the 100-year flood, 50-year flood, 25-year flood and 10-year flood.
- ❖ Provide a technical memorandum to summarize the model results. The memorandum will describe the hydrologic model, input parameters, and the evaluation of the existing hydraulic capacity of the dam.

In order to provide the above-listed services, DAA will be working with Gannett Fleming as a subconsultant. Gannett Fleming has extensive experience related to dam modeling based on the most recent DCR regulations.

Hydraulic modeling of the Mount Holly Creek downstream of the dam, dam breach analyses and inundation mapping is not needed to develop alternatives to increase spillway capacity and as a result has not been included in this scope of work.

### ***TASK SCHEDULE***

A draft technical memorandum will be submitted within 4 months of the notice to proceed for the Town's review. A final version of the technical memorandum will be provided 45 days following receipt of any edits or comments from the Town.

### ***FEE PROPOSAL***

The above-listed work will be provided for a lump sum fee of **\$17,000**.

### ***EXCLUSIONS***

The following services have not been included in this scope of work:

- ❖ Hydraulic modeling of Mount Holly Creek downstream of the dam
- ❖ Dam breach analyses and inundation mapping
- ❖ Field survey, subsurface exploration, and environmental impacts investigations

### ***CONTRACT TERMS AND PROVISIONS***

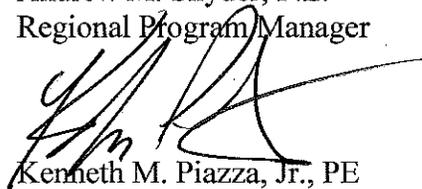
The terms and provisions of our existing Annual Engineering Services Agreement will apply to all project work.

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**



Andrew M. Snyder, P.E.  
Regional Program Manager



Kenneth M. Piazza, Jr., PE  
Vice President

**CC: Wayne A. Griffin, Town of Smithfield  
Jessica L. Ewald, P.E., LEED AP, DAA  
Scott A. Schiller, P.E., DAA**

**MONTHLY PROGRESS REPORT FOR OCTOBER 2012**

Locality: Town of Smithfield  
Project Name: Pinewood Heights Phase II

Contract #: 11-10 MY1  
Contract Completion Date: 03/ 20/2014

Prepared by: Brian P. Reagan, AICP  
Date: 12/ 15/2012

**FINANCIALS**

CDBG Contract Amount: \$624,720 Leverage Amount: \$826,755  
CDBG Amount Expended: \$124,526 Leverage Amount Expended: \$0

**CUMLATIVE CONSTRUCTION PROGRESS**  
{INSERT PROJECT SPECIFIC PRODUCTS HERE}

**ADMINISTRATIVE ACTIVITY**

**Management Plan:** Is project on schedule as shown in PMP?  Yes  No If no, update will be furnished by: \_\_\_\_/\_\_\_\_/\_\_\_\_

**When was the last Management Team meeting?** 11/13/2012 Next meeting? 01/08/2013

**Budget:** Is project proceeding within the approved budget?  Yes  No If no, revision will be furnished by: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Technical Assistance Required?**  Yes  No If yes, in what area(s)?

**Status:** Project activities that will occur in the next 30 days include finalizing the closings of 42 and 43 Carver (same owner) by January 15, 2013. The subsequent demolition of 41/42 Carver will occur shortly after. The Town will continue to work with the owner-occupants of 44 and 45 Carver in clearing credit and mortgage issues.

**Are problems anticipated?** None other than facilitating the acquisition and relocation of current and future owner-occupied households.

**Other comments:** Interim Compliance Review scheduled for February 20-21, 2013 with E. Boehringer of DHCD.

**Project Specific Products:**

**Owner-Occupied Acquisition** (Goal=6)

Owner Occupied Homes

1) 41 Carver      2) 44 Carver      3) 45 Carver      4) 46 Carver      5) 47 Carver      6) 51 Carver

Preliminary Acquisition Letters Sent 3

1) 41 Carver      2) 44 Carver      3) 45 Carver

Appraisals Completed 3

1) 41 Carver      2) 44 Carver      3) 45 Carver

Review Appraisals Completed 1

1) 41 Carver

Offer to Purchase Letters Sent 1

1) 41 Carver

Offers Accepted 1

1) 41 Carver

Properties Closed On 1

1) 41 Carver

**Tenant-Occupied Acquisition** (Goal=4)

Tenant Occupied Homes

1) 42 Carver      2) 43 Carver      3) 48 Carver      4) 40 Carver

Preliminary Acquisition Letters Sent 2

1) 42 Carver      2) 43 Carver

Appraisals Completed 2

1) 42 Carver      2) 43 Carver

Review Appraisals Completed 2

1) 42 Carver      2) 43 Carver

Offer to Purchase Letters Sent 2

1) 42 Carver      2) 43 Carver

Offers Accepted 2

1) 42 Carver      2) 43 Carver

Properties Closed On 0

**Owner-Occupied Relocation** (Goal=6)

Owner Occupied Homes

1) 41 Carver      2) 44 Carver      3) 45 Carver      4) 46 Carver      5) 47 Carver      6) 51 Carver

Household Surveys Completed 3

1) 41 Carver      2) 44 Carver      3) 45 Carver

Income Verifications Completed 3

1) 41 Carver      2) 44 Carver      3) 45 Carver

Eligibility of Relocation Letters Sent 1

1) 41 Carver

Comparable Units Found and Inspected 1

1) 41 Carver

Households Relocated 1

1) 41 Carver

**Market-Rate, Renter-Occupied Relocation** (Goal=2)

Market-Rate Occupied Homes

1) 48 Carver          2) 40 Carver

Household Surveys Completed 0

Income Verifications Completed 0

Eligibility of Relocation Letters Sent 0

Comparable Units Found and Inspected 0

Households Relocated 0

**Section 8, Renter-Occupied Relocation** (Goal=2)

Section 8 Occupied Homes

1) 42 Carver          2) 43 Carver

Household Surveys Completed 2

1) 42 Carver          2) 43 Carver

Income Verifications Completed 2

1) 42 Carver          2) 43 Carver

Eligibility of Relocation Letters Sent 2

1) 42 Carver          2) 43 Carver

Comparable Units Found and Inspected 2

1) 42 Carver          2) 43 Carver

Households Relocated 2

1) 42 Carver          2) 43 Carver

**Demolition** (Goal=10)

Units to be Demolished

1) 40 Carver          2) 41 Carver          3) 42 Carver          4) 43 Carver          5) 44 Carver          6) 45 Carver

7) 46 Carver          8) 47 Carver          9) 48 Carver          10) 51 Carver

Units that have been Demolished 0

# PROJECT STATUS MAP

Pinewood Heights Phase II Redevelopment Project  
Multi-Year 1  
Town of Smithfield, Virginia

## LEGEND

--- PHASE II BOUNDARY

### STATUS:

-  PRELIM ACQ LETTER SENT/RECEIVED
-  APPRAISAL COMPLETE
-  OFFER TO PURCHASE ACCEPTED
-  OFFER TO PURCHASE DECLINED
-  RELOCATION COMPLETE
-  PROPERTIES TO BE ACQUIRED IN MY2

- O OWNER OCCUPIED
- R RENTER OCCUPIED
- 8 SECTION 8 TENANT



December 17, 2012

COMMUNITY PLANNING PARTNERS, INC.

TOWN OF SMITHFIELD – PINWOOD HEIGHTS PHASE II  
Displacement Dwelling – 41 Carver Avenue (Owner)



Replacement Dwelling (Owner)



TOWN OF SMITHFIELD – PINWOOD HEIGHTS PHASE II  
Displacement Dwelling – 42 Carver Avenue (Section 8)



Replacement Dwelling (Section 8)



TOWN OF SMITHFIELD – PINWOOD HEIGHTS PHASE II  
Initial Dwelling (Owner-Occupied)



Displacement Dwelling – 43 Carver Avenue (Section 8)



Replacement Dwelling (Return to Homeownership, Rebuilt with HOME Funds)

