

March 23, 2012

TO: SMITHFIELD TOWN COUNCIL

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

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

MONDAY, MARCH 26TH, 2012

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

- TAB # 1**
1. Operational Updates
 2. Signage / Enforcement Request
 3. Accept Recommendation to Appoint Sergeant Jones to Serve on the Virginia Alcohol Safety Action Program
 4. Street Light Request from Villas Homeowners Association

Immediately following the conclusion of the above meeting:

Water and Sewer Members: Gregory (CH), Williams, Graham

- TAB # 2**
- TAB # 3**
1. Backflow Prevention Plan Update and Program Revision
 2. Proposed Study of Regionalization of Sanitary Sewer Assets

Immediately following the conclusion of the above meeting:

Finance Members: Graham (CH), Gregory, Cook

- TAB # 4**
- TAB # 5**
- TAB # 6**
1. January Financial Statement
 2. February Cash Balances
 3. Invoices Over \$10,000 Requiring Council Payment Authorization:
 - a. Draper Aden Associates \$ 27,531.60
 - b. Excel Paving Corporation \$196,046.90
 - c. REW Corporation \$ 29,474.75
 - d. Hunton & Williams (G. O. Bond Financing) \$ 15,000.00
 - e. Gately Communication Co (SPD Building) \$ 12,743.24
 - f. Smithfield Volunteer Fire Dept (Fuel Fund & Travel) \$ 12,989.75
 4. Presentation for Contribution Request:
 - a. Isle of Wight APVA
 - b. Genieve Shelter
 - c. YMCA
 - d. Western Tidewater Free Clinic
 5. Audit Contract Status
 6. Budget Discussion: Revenue Forecasting (**Forthcoming**)

TUESDAY, MARCH 27TH, 2012

4:00 p.m.

Fire and Rescue

Members: Williams (CH), Tynes, Chapman

1. Operational Updates

Immediately following the conclusion of the above meeting:

Public Works

Members: Chapman (CH), Cook, Tynes

TAB # 8

1. Award of Landscaping Contract

TAB # 9

2. Renewal of Street Maintenance Contract with Blair Brothers for one Additional Year

TAB # 10

3. Renewal of Mowing Contract for Windsor Castle Park
4. Purchase of Budgeted Public Works Truck
5. South Church Street Update with Representatives Richard Hoeflaak of Excel Paving and Bill Sleasman of Dominion Virginia Power

Immediately following the conclusion of the above meeting:

Public Buildings & Welfare

Members: Cook (CH), Williams, Graham

TAB # 11

1. Amend MOU Agreement Between the Town of Smithfield and Isle of Wight County to Reallocate funds for the Pinewood Heights Project

TAB # 12

2. Pinewood Heights – Phase II Redevelopment Project Contract and Activities
 - a. Property Acquisition Plan
 - b. Residential Relocation Assistance Plan
 - c. Property Disposition Plan
 - d. Redevelopment Plan
 - e. Program Income Plan
 - f. Accept Professional Appraisal Services by Stephen Edwards
 - g. Accept Contract with Community Planning Partners, Inc. for Management Assistance Services
 - h. Acceptance of Contract with Virginia Department of Housing and Community Development for Phase II

TAB # 13

3. Windsor Castle Park Farming Operations
4. Discussion – Potential Code and Ordinance Amendments Regarding Street Vendors, Itinerant Merchants and Seasonal Businesses
5. Closed Session: Disposition of Real Property

***** Additional Item Not Listed on Committee but will be on Council's April 3rd Agenda*****

- Approval of March 6th Town Council Minutes
 - Proclamation – 2012 Healthy Kids Day, April 28th
-



TOWN OF SMITHFIELD

"The Ham Capital of the World"

March 23, 2012

TO SMITHFIELD TOWN COUNCIL
FROM TOWN STAFF
SUBJECT SIGNAGE/ENFORCEMENT REQUESTS

Staff has recently received two separate requests for signage in the public right of way:

1. No Parking Signs – 102 Moon Drive

The property owner at this address has requested a minimum of two "No Parking" signs be installed along this property frontage in the grass shoulder. The concern is that when the neighbor across the street at 103 Moon Drive holds large yard sales, vehicles park within the grass shoulder and damage it. Due to the curve in the road, 102 Moon Drive has approximately 200 feet of road frontage whereas 103 Moon Drive has only a small portion of frontage. Further there is concern that their primary driveway gets blocked during these sales.

We have recently installed a fire hydrant adjacent to the primary driveway at 102 Moon Drive so no parking may occur within 15 feet in either direction. This can be enforced and will take care of part of the problem. Otherwise there is no precedent where the town has installed such requested signage for one property owner in a residential neighborhood. As long as the temporary parking is occurring in the public right of way and not blocking the travel lane it is permitted.

2. No Skateboarding Signs – Luter Drive

Smithfield Foods corporate offices have expressed a concern about skateboarders using the street for their recreation on an increasing basis and the safety issues this presents. Again, signage has been suggested that would prevent skateboarding on Luter Drive from 7:00 a.m. to 6:00 p.m. Monday through Friday. The Police Department is aware of this situation and some of the youth who enjoy utilizing this street have been approached and asked not to skateboard down the street during business hours.

Council has approved similar signage on Main Street, however it applies only to the sidewalk portion of the public right of way. In this case the sidewalks are not being used on Luter Drive for skateboarding. We will continue to monitor this situation and if signage is warranted we will bring this back to committee.

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

Memo

TO: Town Council Water and Sewer Committee
FROM: Will Council, Backflow Prevention Manager
DATE: March 26, 2012
RE: Backflow Prevention Program Revision

Town Council adopted an ordinance to amend the Backflow Prevention Program on October 6, 2009. A Backflow Prevention Program is required by the Waterworks Regulations of the Commonwealth of Virginia.

It has recently come to my attention that the current program does not have any enforcement provisions. I contacted several other local municipalities to see what they use as a final enforcement mechanism and all will shut off customer's water for non-compliance.

I am requesting Town Council's approval to amend our current Backflow Prevention Program to allow for water shut off as a final means of enforcement. This will only be done after all other enforcement attempts have been exhausted.

Va. Beach Va.

Question: What type of Backflow Program do you have?

Answer: We have a mixed isolation/containment policy, so we are tracking the testing for all known devices. We follow the building code requirements for what hazards need a device but as the water purveyor if we feel more protection is needed then we require additional protection.

Question: If your locality supplies water to out-lying communities how do you protect it?

Answer: N/A

Question: What do you do about residential irrigation?

Answer: If they are hooked to City water we use the Va. Plumbing Code which states you either use a PVB or RPZ backflow device and must be tested on an annual basis at home owner expense.

Question: How is your program enforced?

Answer: We use water shut off as our enforcement mechanism. We track annual testing, if the test is not received by the due date we send a 30 day shut off letter, followed by a 7 day hand delivered shut off notice and a 48 hr hand delivered shut off notice.

City Of Suffolk

Question: What type of Backflow Program do you have?

Answer: We do primarily containment, but we accept protection at the particular hazard.

Question: If you supply water to out-lying localities, how do you protect it?

Answer: We rely on the adjoining city to control or protect cross connections.

Question: What do you do about residential irrigation?

Answer: We require a PVB as needed with a test report upon initial installation and yearly test reports afterwards.

Question: How is your program enforced?

Answer: The Director has the authority to have water turned off for none compliance.

James City County

Question: What type of Backflow Program do you have?

Answer: We began a program of main line protection in October of 2008. We still do site inspections as needed to ensure proper isolation protection is in place.

Question: If you supply water to out-lying localities, how do you protect it?

Answer: Same as everywhere else, backflow protection is required – at the customer's expense.

Question: What do you do about residential irrigation?

Answer: Customer is responsible for test at time of installation whenever relocated or repaired, and at least annually.

Question: How is your program enforced?

Answer: It is enforced through our utility regulations.

City Of Newport News Va.

Question: What type of Backflow Program do you have?

Answer: Our program is a combination where most high hazard facilities have containment devices. We have also traditionally inspected internally and recommended (require fixture isolation devices). We are in the process of submitting proposal that we modify to a containment program for all new and renovated commercial facilities with RPZ on all service lines. Also we propose to have RPZ on all new fire service.

Question: If you supply water to out-lying localities how do you protect it?

Answer: We use Double Check Valves but I prefer RPZ. The City of Newport News protects their end of water line.

Question: What do you do about residential irrigation?

Answer: At the moment we do not enforce this. I am currently submitting plan to start enforcement as State law requires it to be done.

Question: How is your program enforced?

Answer: Through our local ordinance. We have the authority for (through the Director) to terminate water service for non-compliance. We depend heavily on inspectors' communication ability and the authority to terminate water service to gain cooperation.

City of Norfolk Va.

Question: What type of Backflow Program do you have?

Answer: We enforce both containment and outlet protection.

Question: If you supply water to out-lying localities, how do you protect it?

Answer: It has to be protected by a RPZ type backflow device.

Question: What do you do about residential irrigation?

Answer: All lawn irrigation systems must be protected by either a RPZ or a PVB and tested annually.

Question: How is your program enforced?

Answer: Our program is enforced by the City of Norfolk Code – Chapter 11.1 Article V11 which was adopted by City Council in 1979.

Peter Stephenson

From: Henifin, Ted [EHenifin@hrsdc.com]
Sent: Monday, March 19, 2012 8:42 AM
To: Henifin, Ted; Whitney Katchmark; Allsbrook, Lynn; John Carlock; Clayton, Daniel; Foster, Bryan; Foster, Larry; Fowler, H. Reed; Franklin, Tyrone W.; Julia Hillegass; William Hopkins; Hudgins, John; Jennifer Tribo; Johnson, Julien; Leahy, Tom; Leininger, Eileen; Lentz, Kristen; Lisa Hardy; Mitchell, Jason; Moor, Albert; Pace, Russell; Sonja Eubank; Ramaley, Brian; Schlesinger, Martin; Skipper, Everett; Speechley, Bob; Stallings, Michael; Peter Stephenson; Tiffany Smith; Trimmer, Erin; Walski, Jim; Woodward, Brian; Wrightson, Edwin
Cc: Durant, Joe; Haltom, Frank; Hartman, Richard; Joe Turner; Land, Stephen K.; Nettleton, Richard; Roberts, Ellen; Sims, Kenneth; Watson, Stephen; Ziesemer, Craig; Meyer, William J.; Hubbard, Phil; Stahr, Richard
Subject: Proposed Study of Regionalization of Sanitary Sewer Assets
Attachments: Draft Resolution.doc; CAO Cost Effectiveness.pptx

Good Morning,

Last Thursday I made a presentation to the region's Chief Administrative Officers (CAOs) at their meeting at the HRPDC regarding a study of the challenges and benefits of regional consolidation of sanitary sewer assets. A copy of the presentation is attached as is a copy of the draft resolution suggested to indicate support of such study. The CAOs appeared to be well versed in the issue and the group in attendance agreed that studying consolidation made some sense and that they would take a resolution to their respective governing bodies to see if there was support at that level as well.

The schedule is fairly tight at this point if we want to have any shot of getting some relief from DEQ and EPA on the SSO work while we study regionalization. The resolutions will be needed to demonstrate to the agencies that the region is serious about studying consolidation. As such, while the exact wording of the resolution may need to be modified by each locality to suit specific preferences, the basic themes must be maintained as close to the draft as possible. Those themes are:

- Willingness to cooperate fully with the study
- Commitment that the governing body will participate in the evaluation of results
- Support contingent on receiving an appropriate stay or deferral of some of the requirements in the SSO orders
- Support of the study does not obligate locality to participate financially in the study or to accept, adopt or comply with the results of the study

If there is support for the study as expressed by governing body action on the resolution, the HRPDC will administer the contract to conduct the study. The study is anticipated to take one year to complete and will require significant coordination with all localities. A steering committee will be formed to help develop the RFP, evaluate and select the consultant and to review, coordinate and guide the study effort. More to come on this committee in the near future.

Another issue that will need to be resolved and agreed to on the Director of Utility level is defining the "appropriate" stay or deferral of the SSO work. This will have to be negotiated with DEQ and EPA. The focus needs to be stopping work on items that have potential to be significantly changed or modified if we were to regionalize all sewer assets. Additionally, we need to free up staff required to allow them to focus on the study and not the SSO orders during the study period. I would suggest that we ask the capacity team to take a first cut at this effort.

I intend to reach out to DEQ this week and let Maria know that the region is considering a study of regionalization. Please feel free to contact me with any questions or suggestions.

Thanks, Ted

**RESOLUTION AUTHORIZING PARTICIPATION IN A STUDY OF
FURTHER REGIONALIZATION OF SANITARY SEWER SERVICE AND ASSETS**

WHEREAS, the *(enter county, town or city name)* owns and operates a sanitary sewer collection system directly connected to the regional sanitary sewer system owned and operated by the Hampton Roads Sanitation District (HRSD), a political subdivision of the Commonwealth of Virginia; and

WHEREAS, the HRSD and thirteen of the seventeen localities within Hampton Roads entered a Special Order by Consent with the State Water Control Board on September 26, 2007 (the Order) for the purpose of resolving certain alleged violations of environmental laws and regulations; and

WHEREAS, in the course of planning actions to meet the requirements of the Order, the potential to develop a more cost effective set of actions to satisfy the requirements of the Order through consolidation of sanitary sewer assets under a single regional entity has been identified; and

WHEREAS, consolidation of all sanitary sewer assets directly connected to HRSD has the potential to reduce total sanitary sewer operation and maintenance costs for the Hampton Roads region in addition to the potential capital cost savings for the Hampton Roads regional ratepayers within the localities under the Order; and

WHEREAS, data gathering, analysis and study are required to determine whether the benefits that may be identified within Hampton Roads from further regionalization outweigh the challenges of regional consolidation of sanitary sewer service and assets.

NOW, THEREFORE, BE IT RESOLVED that the *(enter county board or city or town council name)* hereby requests the Hampton Roads Planning District Commission (HRPDC) conduct a study of further regionalization of sanitary sewer service and assets (the Study). Such study shall be funded by HRSD in an amount agreeable to HRSD and completed by July 1, 2013; and

BE IT FURTHER RESOLVED that the *(enter city, town or county name)* will provide access to information, data, assets, staff and otherwise cooperate with the HRPDC and/or the HRPDC's agent in conducting the Study of regional consolidation of sanitary sewer assets, and the *(enter county board or city or town council name)* will participate in a thorough evaluation of the Study results; and

BE IT FURTHER RESOLVED that this request does not bind the *(enter county board or city council)* to participate financially in the Study or to accept, adopt or comply with any conclusions or recommendations of the Study; and

BE IT FURTHER RESOLVED that the Study will impact *(enter city, town or county name)* ability to accomplish all of the work required under the Order and as such, the conduct of the Study is contingent on receiving an appropriate stay or deferral of activities required by the Order as necessary to (1) allow existing sewer managers and staff to participate fully in the Study, and (2) to avoid further study, analysis, evaluation or performance of sewer system rehabilitation, upgrades, or replacements that may not be regionally cost effective should further regionalization of sewer service and assets be achieved as a result of the Study.

Town of Smithfield				
General Fund Operating Budget				
	Adopted Budget	Actual as of	Remaining	% of
Description	2011/2012	01/31/12	Budget	budget
Revenue				
General Fund revenues				
<u>Real Estate Tax</u>				
Current RE Tax	1,712,000.00	1,680,696.48	31,303.52	98.17%
Delinquent RE Tax	25,000.00	22,491.83	2,508.17	89.97%
Current RE Penalty	5,100.00	1,283.92	3,816.08	25.17%
Delinquent RE Penalty	2,400.00	2,580.93	(180.93)	107.54%
Current RE Interest	1,025.00	26.36	998.64	2.57%
Delinquent RE Interest	4,300.00	2,928.88	1,371.12	68.11%
Total Real Estate Taxes	1,749,825.00	1,710,008.40	39,816.60	97.72%
<u>Personal Property Tax</u>				
Current PP Tax	850,000.00	770,671.78	79,328.22	90.67%
Delinquent PP Tax	50,000.00	4,479.44	45,520.56	8.96%
Current PP Penalty	10,725.00	4,836.93	5,888.07	45.10%
Delinquent PP Penalty	3,100.00	2,797.65	302.35	90.25%
Current PP Interest	650.00	51.02	598.98	7.85%
Delinquent PP Interest	5,000.00	1,505.72	3,494.28	30.11%
Total Personal Property Tax	919,475.00	784,342.54	135,132.46	85.30%
<u>Miscellaneous Receipts Over/Short</u>	15.00	(15.83)	30.83	-105.53%
Total Over/Short	15.00	(15.83)	30.83	-105.53%
<u>Other Taxes</u>				
Franchise Tax	137,620.00	-	137,620.00	0.00%
Cigarette Tax	140,000.00	79,287.90	60,712.10	56.63%
Transient Occupancy Tax	130,000.00	114,817.54	15,182.46	88.32%
Meals Tax-4%	776,000.00	491,808.29	284,191.71	63.38%
Meals Tax-1%	194,000.00	122,952.07	71,047.93	63.38%
Communications Tax	258,000.00	98,894.53	159,105.47	38.33%
Rolling Stock	25.00	18.20	6.80	72.80%
Rental Tax	1,300.00	1,223.90	76.10	94.15%
Sales Tax	259,000.00	161,803.17	97,196.83	62.47%
Consumption Tax	51,000.00	21,323.84	29,676.16	41.81%
Utility Tax	200,000.00	86,860.68	113,139.32	43.43%
Total Other Local Taxes	2,146,945.00	1,178,990.12	967,954.88	54.91%

Town of Smithfield				
General Fund Operating Budget				
	Adopted Budget	Actual as of	Remaining	% of
Description	2011/2012	01/31/12	Budget	budget
<u>Licenses, Permits & Privilege Fees</u>				
Business Licenses	337,000.00	28,169.74	308,830.26	8.36%
Business Licenses Penalty	1,000.00	1,541.77	(541.77)	154.18%
Business Licenses Interest	800.00	708.62	91.38	88.58%
Business License-Application fee	-	400.00	(400.00)	#DIV/0!
Permits & Other License	8,125.00	4,635.43	3,489.57	57.05%
WC Dog Park Registration	1,860.00	583.00	1,277.00	31.34%
Inspection Fees	-	-	-	#DIV/0!
Bid packages-Contractors	-	300.00	(300.00)	#DIV/0!
Consultant Review Fees	5,000.00	6,686.50	(1,686.50)	133.73%
Taxi Fees	-	-	-	#DIV/0!
Street Lights Installation	-	-	-	#DIV/0!
Street Lights Service	-	-	-	#DIV/0!
Vehicle License Tags	-	30.00	(30.00)	#DIV/0!
Vehicle License	130,000.00	113,843.14	16,156.86	87.57%
Total Licenses, permits and privilege fees	483,785.00	156,898.20	326,886.80	32.43%
<u>Fines & Costs</u>				
Development Violation Fine	-	-	-	#DIV/0!
Public Defender Fee	-	-	-	#DIV/0!
Fines & Costs	71,000.00	27,603.03	43,396.97	38.88%
Total Fines & Forfeitures	71,000.00	27,603.03	43,396.97	38.88%
<u>From Use of Money and Property</u>				
General Fund Interest	14,300.00	5,680.98	8,619.02	39.73%
Beautification Fund Interest	135.00	421.49	(286.49)	312.21%
Rentals	21,000.00	12,672.23	8,327.77	60.34%
Smithfield Center Rentals	125,000.00	86,356.16	38,643.84	69.08%
Smithfield Center Vendor Programs	3,000.00	2,825.00	175.00	94.17%
Windsor Castle Event Rentals	4,000.00	1,037.50	2,962.50	25.94%
Sale of Equipment	1,000.00	2,625.01	(1,625.01)	262.50%
Lease of Land	500.00	500.00	-	100.00%
Total revenue from use of money and property	168,935.00	112,118.37	56,816.63	66.37%
<u>Miscellaneous Revenue</u>				
Other Revenue	3,600.00	5,366.74	(1,766.74)	149.08%
Tourism Bureau-Walking Tours	-	-	-	#DIV/0!
Basse's Choice Electric	-	-	-	#DIV/0!

Town of Smithfield				
General Fund Operating Budget				
	Adopted Budget	Actual as of	Remaining	% of
Description	2011/2012	01/31/12	Budget	budget
Cash Proffer Revenues	-	3,000.00	(3,000.00)	#DIV/0!
Obici Foundation Wellness Grant	-	-	-	#DIV/0!
Virginia Municipal Group Safety Grant	2,000.00	-	2,000.00	0.00%
Total Miscellaneous Revenue	5,600.00	8,366.74	(2,766.74)	149.41%
<u>From Reserves</u>				
Restricted Reserves-Beautification	596,524.00	107,115.79	489,408.21	17.96%
Police CD	-	-	-	#DIV/0!
From Operating Reserves	-	-	-	#DIV/0!
Total From Reserves	596,524.00	107,115.79	489,408.21	17.96%
<u>Intergovernmental Virginia</u>				
Law Enforcement	161,533.00	80,766.00	80,767.00	50.00%
Litter Control Grant	3,078.00	2,609.00	469.00	84.76%
Police Block Grants-State	10,000.00	-	10,000.00	0.00%
Federal Formula-state match	-	24,426.05	-	0.00%
Fire Programs	17,447.00	18,568.00	(1,121.00)	106.43%
VCA Grant	5,000.00	5,000.00	-	100.00%
Fuel Refund (state)	7,000.00	3,723.48	3,276.52	53.19%
Asset Forfeiture	-	-	-	#DIV/0!
Total State Revenue	204,058.00	135,092.53	93,391.52	66.20%
<u>Intergovernmental Federal</u>				
Federal Grants	1,250.00	3,369.75	(2,119.75)	269.58%
Urban Fund Partial Use Allocation	981,545.00	-	981,545.00	0.00%
Federal Formula	-	97,704.18	(97,704.18)	#DIV/0!
Federal Grant-Transportation Enhancement Program	-	379,863.00	(379,863.00)	#DIV/0!
Pinewood Heights CDBG Relocation Grant-Phase I	-	71,000.00	(71,000.00)	#DIV/0!
Pinewood Heights CDBG Relocation Grant-Phase II	-	-	-	#DIV/0!
Federal Fuel Income	8,300.00	-	8,300.00	0.00%
Total Federal Revenue	991,095.00	551,936.93	439,158.07	55.69%
<u>Other Financing Sources</u>				
<u>Operating Transfers In</u>				
Transfer In for Debt Service	-	-	-	#DIV/0!
Total Operating Transfers In	-	-	-	0.00%
<u>Other Financing Sources</u>				

Town of Smithfield				
General Fund Operating Budget				
	Adopted Budget	Actual as of	Remaining	% of
Description	2011/2012	01/31/12	Budget	budget
Capital Lease Acquisition	50,000.00	-	50,000.00	0.00%
General Obligation Bond-Land Acquisition	-	-	-	#DIV/0!
Insurance Recoveries	-	5,810.51	(5,810.51)	#DIV/0!
Total Other Financing Sources	50,000.00	5,810.51	44,189.49	11.62%
Contributions				
CHIPS Contributions	5,300.00	750.84	4,549.16	14.17%
Contributions-Employee Awards	-	375.00	(375.00)	#DIV/0!
Contributions-IOW County Port Authority Grants	195,000.00	9,511.32	185,488.68	4.88%
Pinewood Heights Contribution-IOW	165,041.00	12,641.09	152,399.91	7.66%
Contributions South Church Street Improvement Project	400,000.00	-	400,000.00	0.00%
Total Contributions	765,341.00	23,278.25	742,062.75	3.04%
Total General Fund Revenue	8,152,598.00	4,801,545.58	3,375,478.47	58.90%
Less Revenues, Loan Funds, Grants and Contributions related to capital projects				
General Obligation Bond-Land Acquisition	-	-	-	
Cash Proffer Revenues	-	(3,000.00)	3,000.00	
Meals Tax (1%) allocated to Special Projects	(194,000.00)	(122,952.07)	(71,047.93)	
South Church Street Improvement Project-Grants	(1,052,008.00)	(477,567.18)	(503,977.82)	
South Church Street Improvement Project-Contributions	(400,000.00)	-	(400,000.00)	
Pinewood Heights Relocation Project -Grant-\$800,000	-	(71,000.00)	71,000.00	
Pinewood Heights Relocation Project-Contribution-IOW	(165,041.00)	(12,641.09)	(152,399.91)	
Total Non-operating Revenues	(1,811,049.00)	(687,160.34)	(1,053,425.66)	37.94%
Total General Fund Operating Revenues	6,341,549.00	4,114,385.24	2,322,052.81	64.88%
General Fund Budget Expenses				
	Adopted Budget	Actual as of	Remaining	% of
Description	2011/2012	01/31/12	Budget	budget
GENERAL GOVERNMENT				
Town Council				
Salaries	42,000.00	23,285.00	18,715.00	55.44%

Town of Smithfield				
General Fund Operating Budget				
	Adopted Budget	Actual as of	Remaining	% of
Description	2011/2012	01/31/12	Budget	budget
FICA	3,585.00	2,109.49	1,475.51	58.84%
Employee Wellness/Assistance Plan	1,900.00	1,080.26	819.74	56.86%
Legal Fees	35,000.00	12,736.37	22,263.63	36.39%
Election Expense	3,000.00	-	3,000.00	0.00%
Maintenance contracts-Bradshaw-Kimbrel	600.00	100.00	500.00	16.67%
Advertising	20,000.00	11,098.59	8,901.41	55.49%
Engineering	-	-	-	#DIV/0!
Professional Services	1,200.00	6,587.56	(5,387.56)	548.96%
Records Management maint & upgrades-scanner & software	8,600.00	5,590.00	3,010.00	65.00%
Site Plan Review	5,000.00	2,951.50	2,048.50	59.03%
Communications	3,600.00	1,916.12	1,683.88	53.23%
Insurance	26,345.00	13,172.68	13,172.32	50.00%
Supplies	25,000.00	10,365.35	14,634.65	41.46%
Travel & Training	7,000.00	2,553.94	4,446.06	36.48%
Subscriptions/Memberships	9,000.00	8,347.00	653.00	92.74%
Council Approved Items	10,000.00	4,267.84	5,732.16	42.68%
Public Defender Fees	2,000.00	240.00	1,760.00	12.00%
Bank Charges	200.00	274.41	(74.41)	137.21%
SpecialProjects	1,000.00	25.70	974.30	2.57%
Smithfield CHIPS program	4,500.00	2,034.00	2,466.00	45.20%
Update Town Charter & Code	1,500.00	1,608.00	(108.00)	107.20%
Education /Clerk	-	-	-	#DIV/0!
Annual Christmas Parade	300.00	-	300.00	0.00%
Council Approved Hwy	(20,595.00)	-	(20,595.00)	0.00%
Total Town Council	190,735.00	110,343.81	80,391.19	57.85%
<u>Town Manager</u>				
Salaries	182,935.00	97,634.91	85,300.09	53.37%
FICA	14,640.00	7,655.23	6,984.77	52.29%
VSRS	19,175.00	9,586.71	9,588.29	50.00%
Health	31,250.00	19,055.81	12,194.19	60.98%
Auto Expense	500.00	509.61	(9.61)	101.92%
Maintenance Contracts	1,200.00	741.65	458.35	61.80%
Communications	12,000.00	7,165.05	4,834.95	59.71%
Insurance	2,600.00	1,294.38	1,305.62	49.78%
Supplies	5,000.00	2,370.21	2,629.79	47.40%
Dues & Subscriptions	2,800.00	2,293.46	506.54	81.91%

Town of Smithfield				
General Fund Operating Budget				
	Adopted Budget	Actual as of		
Description	2011/2012	01/31/12	Remaining	% of
			Budget	budget
Computer & technology expenses	16,000.00	6,960.39	9,039.61	43.50%
Travel & Training	7,000.00	5,777.46	1,222.54	82.54%
Other	100.00	3.68	96.32	3.68%
TM Allocated to Hwy	(5,715.00)	-	(5,715.00)	0.00%
Total Town Manager	289,485.00	161,048.55	128,436.45	55.63%
<u>Treasurer</u>				
Salaries	191,185.00	98,646.52	92,538.48	51.60%
FICA	15,300.00	7,734.54	7,565.46	50.55%
VSRS	17,400.00	7,743.40	9,656.60	44.50%
Health	17,700.00	10,406.03	7,293.97	58.79%
Audit	19,450.00	18,650.00	800.00	95.89%
Depreciation Software	1,300.00	-	1,300.00	0.00%
Communications	7,100.00	4,662.96	2,437.04	65.68%
Data Processing	20,000.00	9,541.07	10,458.93	47.71%
Service Contracts	16,000.00	14,838.65	1,161.35	92.74%
Insurance	2,250.00	1,117.34	1,132.66	49.66%
Supplies	15,000.00	4,945.79	10,054.21	32.97%
Dues & Subscriptions	2,200.00	1,547.11	652.89	70.32%
Credit Card Processing	1,000.00	527.58	472.42	52.76%
Cigarette Tax Stamps	2,240.00	-	2,240.00	0.00%
Travel & Training	1,000.00	51.12	948.88	5.11%
Other	200.00	32.83	167.17	16.42%
Treasurer Alloc to Hwy	(10,620.00)	-	(10,620.00)	0.00%
Total Treasurer	318,705.00	180,444.94	138,260.06	56.62%
<u>PUBLIC SAFETY</u>				
<u>Police Department</u>				
Salaries	1,295,235.00	684,049.93	611,185.07	52.81%
FICA	103,620.00	54,139.79	49,480.21	52.25%
VSRS	123,190.00	60,810.69	62,379.31	49.36%
Health Insurance	181,400.00	100,044.45	81,355.55	55.15%
Pre-employ screening/Emp Medical	2,000.00	1,141.00	859.00	57.05%
Uniforms	34,000.00	10,583.56	23,416.44	31.13%
Service Contracts	35,000.00	28,403.96	6,596.04	81.15%
Communications	54,000.00	35,545.95	18,454.05	65.83%
Computer & Technology Expenses	10,000.00	3,742.57	6,257.43	37.43%

Town of Smithfield				
General Fund Operating Budget				
Description	Adopted Budget 2011/2012	Actual as of 01/31/12	Remaining Budget	% of budget
Insurance	46,735.00	23,365.08	23,369.92	49.99%
Ins. - LODA	4,400.00	5,145.58	(745.58)	116.95%
Materials & Supplies	30,500.00	17,632.99	12,867.01	57.81%
Dues & Subscriptions	4,000.00	1,669.00	2,331.00	41.73%
Equipment	11,000.00	5,504.19	5,495.81	50.04%
Radio & Equipment repairs	3,500.00	52.50	3,447.50	1.50%
Vehicle Maintenance	35,000.00	26,419.53	8,580.47	75.48%
Hurricane Irene Expenses	-	778.49	(778.49)	#DIV/0!
Gas	75,000.00	43,275.44	31,724.56	57.70%
Tires	6,000.00	2,702.26	3,297.74	45.04%
Travel & Training	20,000.00	13,878.56	6,121.44	69.39%
Accreditation	3,000.00	-	3,000.00	0.00%
Special Events-move to supplies	-	332.00	(332.00)	#DIV/0!
Crimes Network	10,000.00	-	10,000.00	0.00%
Police Grants	25,625.00	6,432.30	19,192.70	25.10%
Investigation expenses	2,500.00	500.00	2,000.00	20.00%
Moving Expenses	3,500.00	-	3,500.00	0.00%
Other	-	106.01	(106.01)	#DIV/0!
Total Police Department	2,119,205.00	1,126,255.83	992,949.17	53.15%
Fire Department				
Salaries (Contribution to County)	30,000.00	-	30,000.00	0.00%
Member Physicals	1,000.00	1,072.00	(72.00)	107.20%
Uniforms	1,200.00	-	1,200.00	0.00%
Protective Clothing	8,000.00	10,696.73	(2,696.73)	133.71%
Communications	10,300.00	3,069.61	7,230.39	29.80%
Computer & Technology Expenses	1,000.00	391.45	608.55	39.15%
Insurance	20,183.00	19,667.50	515.50	97.45%
Materials & Supplies	2,000.00	2,857.81	(857.81)	142.89%
Radio Repairs & Maint	200.00	115.00	85.00	57.50%
Truck Operation & Maint.	5,000.00	3,735.05	1,264.95	74.70%
Gas & Tires	17,000.00	9,931.25	7,068.75	58.42%
Maintenance Contracts	6,000.00	2,000.00	4,000.00	33.33%
Fuel Fund & Travel	13,000.00	-	13,000.00	0.00%
Annual Meeting	200.00	-	200.00	0.00%
State Pass Thru	17,447.00	-	17,447.00	0.00%
Total Fire Department	132,530.00	53,536.40	78,993.60	40.40%

Town of Smithfield				
General Fund Operating Budget				
	Adopted Budget	Actual as of		
Description	2011/2012	01/31/12	Remaining	% of
			Budget	budget
<u>Contributions-Public Safety</u>				
Rescue Squad - Contrib.	75,000.00	18,750.00	56,250.00	25.00%
Rescue Squad-Salaries (to County) & shared maintenance	30,000.00	-	30,000.00	0.00%
E911 Dispatch Center	52,930.00	6,626.02	46,303.98	12.52%
Fire Department Rescue Truck	10,000.00	-	10,000.00	0.00%
Total Contributions-Public Safety	167,930.00	25,376.02	142,553.98	15.11%
<u>PARKS, RECREATION & CULTURAL</u>				
<u>Smithfield Center</u>				
Salaries	181,165.00	94,108.12	87,056.88	51.95%
FICA	14,495.00	7,594.82	6,900.18	52.40%
VSRS	12,685.00	6,340.80	6,344.20	49.99%
Health	22,545.00	13,386.34	9,158.66	59.38%
Uniforms	1,200.00	556.65	643.35	46.39%
Contracted Services	13,000.00	10,885.64	2,114.36	83.74%
Retail Sales & Use Tax	500.00	251.36	248.64	50.27%
Utilities	35,000.00	13,457.58	21,542.42	38.45%
Communications	21,050.00	10,445.86	10,604.14	49.62%
Computer & technology expenses	2,500.00	75.13	2,424.87	3.01%
Insurance	4,320.00	2,158.64	2,161.36	49.97%
Kitchen Supplies	4,000.00	3,161.31	838.69	79.03%
Office Supplies/Other Supplies	5,000.00	2,022.50	2,977.50	40.45%
Food Service & Beverage Supplies	8,000.00	3,018.26	4,981.74	37.73%
AV Supplies	1,000.00	184.38	815.62	18.44%
Equipment	-	4,200.00	(4,200.00)	#DIV/0!
Repairs & Maintenance	50,000.00	48,084.67	1,915.33	96.17%
Hurricane Irene Repairs & Maintenance	-	5,926.13	(5,926.13)	#DIV/0!
Landscaping	10,000.00	5,456.37	4,543.63	54.56%
Travel & Training	2,500.00	1,091.33	1,408.67	43.65%
Programming Expenses	1,000.00	-	1,000.00	0.00%
Advertising	23,500.00	16,954.55	6,545.45	72.15%
Refund event deposits	5,000.00	2,021.81	2,978.19	40.44%
Other	-	-	-	#DIV/0!
Credit card processing expense	2,500.00	2,072.08	427.92	82.88%
Total Smithfield Center	420,960.00	253,454.33	167,505.67	60.21%

Town of Smithfield				
General Fund Operating Budget				
Description	Adopted Budget 2011/2012	Actual as of 01/31/12	Remaining Budget	% of budget
<u>Contributions-Parks, Recreation and Cultural</u>				
Farmers Market	3,000.00	3,000.00	-	100.00%
Hampton Roads Partnership	1,960.00	1,960.00	-	100.00%
Isle of Wight Arts League	10,000.00	10,000.00	-	100.00%
Library	36,000.00	18,000.00	18,000.00	50.00%
Total Contributions-Park, Recreation and Cultural	50,960.00	32,960.00	18,000.00	64.68%
<u>Parks & Recreation</u>				
Fishing Pier	600.00	-	600.00	0.00%
Jersey Park Playground	500.00	-	500.00	0.00%
Pinewood Playground	500.00	2,380.16	(1,880.16)	476.03%
Clontz Park	4,000.00	827.79	3,172.21	20.69%
Windsor Castle	80,000.00	21,721.32	58,278.68	27.15%
Community Wellness Initiative	-	9,708.41	(9,708.41)	#DIV/0!
Cypress Creek-No Wake Zone	-	324.00	(324.00)	#DIV/0!
Waterworks Dam	4,000.00	-	4,000.00	0.00%
Fireworks	2,000.00	-	2,000.00	0.00%
Total Parks & Recreation	91,600.00	34,961.68	56,638.32	38.17%
<u>COMMUNITY DEVELOPMENT</u>				
<u>Pinewood Heights</u>				
<u>Non-CDBG Contributed Operating Expenses</u>				
<u>Administration</u>				
Precontract/ERR	-	-	-	#DIV/0!
Management Assistance	-	4,633.64	(4,633.64)	#DIV/0!
Monitoring/Closeout	-	-	-	#DIV/0!
<u>Permanent Relocation</u>				
Owner Occupied Households	-	98,000.00	(98,000.00)	#DIV/0!
Renter Occupied Households	-	30,782.80	(30,782.80)	#DIV/0!
Relocation Specialist	-	-	-	#DIV/0!
<u>Acquisition Specialist</u>				
	-	-	-	#DIV/0!
<u>Clearance & Demolition</u>				
	-	30,447.50	(30,447.50)	#DIV/0!
<u>Phase II Planning Grant</u>				
	-	-	-	#DIV/0!

Town of Smithfield				
General Fund Operating Budget				
Description	Adopted Budget 2011/2012	Actual as of 01/31/12	Remaining Budget	% of budget
Subtotal Non CDBG	-	163,863.94	(163,863.94)	#DIV/0!
CDBG Contributed Operating Expenses				
<u>Permanent Relocation</u>				
Owner Occupied Households	-	-	-	#DIV/0!
Renter Occupied Households	-	-	-	#DIV/0!
<u>Clearance & Demolition</u>	-	-	-	#DIV/0!
<u>Phase II Planning Grant</u>	-	8,022.82	(8,022.82)	#DIV/0!
Subtotal CDBG	-	8,022.82	(8,022.82)	#DIV/0!
Total Pinewood Heights Contributions	-	171,886.76	(171,886.76)	#DIV/0!
<u>Contributions-Community Development</u>				
APVA Courthouse Contribution	5,000.00	-	5,000.00	0.00%
Chamber of Commerce	6,000.00	6,000.00	-	100.00%
Christian Outreach	3,000.00	3,000.00	-	100.00%
Genieve Shelter	9,000.00	9,000.00	-	100.00%
TRIAD	1,650.00	-	1,650.00	0.00%
Tourism Bureau	208,112.00	59,764.31	148,347.69	28.72%
Western Tidewater Free Clinic	20,000.00	20,000.00	-	100.00%
YMCA Projects	50,000.00	50,000.00	-	100.00%
Total Contributions-Community Development	302,762.00	147,764.31	154,997.69	48.81%
<u>PUBLIC WORKS</u>				
Planning, Engineering & Public Works				
Salaries	210,810.00	112,434.64	98,375.36	53.33%
FICA	16,865.00	8,815.63	8,049.37	52.27%
VSRS	21,870.00	10,094.82	11,775.18	46.16%
Health	31,725.00	19,172.40	12,552.60	60.43%
Uniforms	2,000.00	766.52	1,233.48	38.33%
Contractual	8,500.00	5,410.59	3,089.41	63.65%
GIS	3,500.00	-	3,500.00	0.00%
Recycling	62,000.00	25,331.08	36,668.92	40.86%

Town of Smithfield				
General Fund Operating Budget				
	Adopted Budget	Actual as of	Remaining	% of
Description	2011/2012	01/31/12	Budget	budget
Trash Collection	385,000.00	194,711.93	190,288.07	50.57%
Street Lights	25,000.00	2,669.50	22,330.50	10.68%
Communications	12,000.00	6,371.65	5,628.35	53.10%
Safety Meetings	1,000.00	277.14	722.86	27.71%
Insurance	7,210.00	3,602.84	3,607.16	49.97%
Materials & Supplies	6,000.00	3,002.63	2,997.37	50.04%
Repairs & Maintenance	10,000.00	2,843.92	7,156.08	28.44%
Hurricane Irene Expenses	-	73,961.62	(73,961.62)	#DIV/0!
Gas & Tires	8,500.00	5,042.94	3,457.06	59.33%
Travel & Training	6,000.00	1,150.26	4,849.74	19.17%
Haydens Lane Maintenance	3,500.00	156.95	3,343.05	4.48%
Veterans War Memorial	1,000.00	312.00	688.00	31.20%
Streetscape improvements-non capital expenses (web)	-	1,113.34	(1,113.34)	#DIV/0!
Litter Control Grant	3,078.00	-	3,078.00	0.00%
Dues & Subscriptions-	2,000.00	748.00	1,252.00	37.40%
Other	1,000.00	401.03	598.97	40.10%
Public Works Alloc to Hwy	(7,700.00)	-	(7,700.00)	0.00%
Total Public Works	820,858.00	478,391.43	342,466.57	58.28%
PUBLIC BUILDINGS				
Public Buildings				
Salaries	20,515.00	9,799.20	10,715.80	47.77%
FICA	1,645.00	864.29	780.71	52.54%
Contractual	4,000.00	2,799.21	1,200.79	69.98%
Communications	3,750.00	1,434.36	2,315.64	38.25%
Utilities	43,000.00	19,201.56	23,798.44	44.65%
Insurance	2,005.00	1,001.96	1,003.04	49.97%
Materials & Supplies	2,500.00	3,524.20	(1,024.20)	140.97%
Materials & Supplies-New Buildings-TM	-	13,365.35	(13,365.35)	#DIV/0!
Materials & Supplies-New Buildings-PD	-	22,237.08	(22,237.08)	#DIV/0!
Repairs & Maintenance	38,000.00	17,644.33	20,355.67	46.43%
Hurricane Irene Expenses	-	23.88	(23.88)	#DIV/0!
Rent Expense-Office Space	34,240.00	29,334.15	4,905.85	85.67%
Other	1,000.00	632.25	367.75	63.23%
Alloc Costs to Hwy	(9,935.00)	-	(9,935.00)	0.00%
Total Public Buildings	140,720.00	121,861.82	18,858.18	86.60%
OTHER FINANCING USES				

Town of Smithfield				
General Fund Operating Budget				
	Adopted Budget	Actual as of	Remaining	% of
Description	2011/2012	01/31/12	Budget	budget
Other Financing Uses				
Transfers to Operating Reserves	-	479,923.55	(479,923.55)	#DIV/0!
Transfers to Restricted Reserves-Special Projects (Pinewood)	-	-	-	#DIV/0!
Transfers to Restricted Reserves-S Church Street Project	-	-	-	#DIV/0!
Total Transfers from Reserves	-	479,923.55	(479,923.55)	#DIV/0!
DEBT SERVICE				
Debt Service				
Principal Retirement				
Public Buildings-Capital lease generator	10,000.00	-	10,000.00	0.00%
Public Building Acquisition	18,255.00	-	18,255.00	0.00%
Line of Credit Retirement-interest	5,000.00	-	5,000.00	0.00%
Interest and fiscal charges				
Public Buildings-Capital lease generator	2,100.00	-	2,100.00	0.00%
Public Building Acquisition	34,720.88	17,360.44	17,360.44	50.00%
Total Debt Service	70,075.88	17,360.44	52,715.44	24.77%
Total General Fund Expenses	5,116,525.88	3,395,569.87	1,720,956.01	66.36%
Less Expenses related to capital projects:				
Legal Fees	-	-	-	
Professional Fees	-	-	-	
Pinewood Heights Relocation Project Expenses	-	(171,886.76)	171,886.76	
Pinewood Heights Line of Credit Expenses	(5,000.00)	-	(5,000.00)	
Total Non-operating Expenses	(5,000.00)	(171,886.76)	166,886.76	3437.74%
Total General Fund Operating Expenses	5,111,525.88	3,223,683.11	1,887,842.77	63.07%
Net Operating Reserve (+/-)	1,230,023.12	890,702.13	434,210.04	72.41%
Net Reserve (+/-)	3,036,072.12	1,405,975.71	1,654,522.46	46.31%

	2011/2012 Adopted Budget	2011/2012 Actual 1/31/2012	Remain Budget	% of Budget
Net Operating Reserves (Deficit)	3,036,072.12	1,405,975.71	1,630,096.41	46.31%
Capital Outlay General Fund				
GENERAL GOVERNMENT				
COMMUNITY DEVELOPMENT				
Pinewood Heights Relocation-CIP				
Non CDBG Capital Acquisition				
Owner Occupied Units		(104.68)	104.68	
Renter Occupied Units		(85,877.33)	85,877.33	#DIV/0!
Vacant Lots	-	-	-	#DIV/0!
Appraisal/Legal		(1,200.00)	1,200.00	#DIV/0!
Subtotal Non CDBG Capital Acquisition	-	(87,182.01)	87,182.01	#DIV/0!
			-	
CDBG Capital Acquisition-MY2				
Owner Occupied Units	-	(71,000.00)	71,000.00	#DIV/0!
Renter Occupied Units		-	-	#DIV/0!
Vacant Lots	-	-	-	#DIV/0!
Subtotal CDBG Capital Acquisition	-	(71,000.00)	71,000.00	#DIV/0!
Total Pinewood Heights Relocation CIP	-	(158,182.01)	158,182.01	#DIV/0!
Total Pinewood Heights Relocation CIP		(158,182.01)	158,182.01	#DIV/0!
PARKS, RECREATION AND CULTURAL				
Windsor Castle	(20,000.00)	-	(20,000.00)	0.00%
PUBLIC SAFETY				
Police				
Police Vehicles	(84,000.00)	(76,671.57)	(7,328.43)	91.28%
PUBLIC WORKS				
Vehicles and Equipment	(20,000.00)	-	(20,000.00)	0.00%
N/S Church St Streetscape Improvements	(1,978,069.00)	(809,379.77)	(1,168,689.23)	40.92%

Town of Smithfield					
Sewer Fund Budget					
	Adopted Budget	Balance as of	Remaining	% of	
	2011/2012	01/31/12	Budget	budget	
Revenue					
Operating Revenues					
Sewer Charges	669,500.00	380,158.36	289,341.64	56.78%	
Sewer Compliance Fee	488,255.00	300,277.46	187,977.54	61.50%	
VML Safety Grant	-	2,000.00	(2,000.00)	#DIV/0!	
Miscellaneous Revenue	500.00	313.34	186.66	62.67%	
Connection fees	31,600.00	10,250.00	21,350.00	32.44%	
Total Operating Revenue	1,189,855.00	692,999.16	496,855.84	58.24%	
Town of Smithfield					
Sewer Fund Budget					
	Adopted Budget	Balance as of	Remaining	% of	
Description	2011/2012	01/31/12	Budget	budget	
Expenses					
Operating Expenses					
Salaries	259,150.00	156,040.10	103,109.90	60.21%	
FICA	20,735.00	12,234.58	8,500.42	59.00%	
VSRS	25,915.00	13,783.50	12,131.50	53.19%	
Health	40,315.00	22,334.54	17,980.46	55.40%	
Uniforms	2,500.00	1,063.80	1,436.20	42.55%	
Audit & Legal Fees	23,000.00	13,726.69	9,273.31	59.68%	
Engineering		-	-	#DIV/0!	
HRPDC-FOG	524.00	449.50	74.50	85.78%	
HRPDC sewer programs	482.00	-	482.00	0.00%	
Maintenance & Repairs	70,000.00	24,828.96	45,171.04	35.47%	
Hurricane Irene Expenses	-	4,184.66	(4,184.66)	#DIV/0!	
Professional services	-	-	-	#DIV/0!	
Beam Maintenance	-	-	-	#DIV/0!	
VAC Truck Repairs & Maintenance	5,250.00	4,803.98	446.02	91.50%	
Data Processing	17,500.00	7,155.81	10,344.19	40.89%	
Dues & Subscriptions	50.00	129.00	(79.00)	258.00%	
Utilities	40,000.00	15,881.23	24,118.77	39.70%	
SCADA Expenses	3,000.00	1,901.09	1,098.91	63.37%	
Telephone	16,500.00	7,368.16	9,131.84	44.66%	
Insurance	14,000.00	6,990.22	7,009.78	49.93%	
Materials & Supplies	46,000.00	9,544.96	36,455.04	20.75%	

Truck Operations	12,000.00	6,998.74	5,001.26	58.32%	
Travel & Training	4,000.00	-	4,000.00	0.00%	
Contractual	2,000.00	1,116.35	883.65	55.82%	
Miscellaneous	600.00	239.46	360.54	39.91%	
Bad Debt Expense	2,400.00	-	2,400.00	0.00%	
Bank Service Charges	325.00	-	325.00	0.00%	
Total Sewer Fund Operating Expenses before D&A Exp.	606,246.00	310,775.33	295,470.67	51.26%	
Operating Income before D&A Expense	583,609.00	382,223.83	201,385.17	65.49%	
Depreciation & Amort. Exp.	448,620.00	239,588.93	209,031.07	53.41%	
Operating Income (Loss)	134,989.00	142,634.90	(7,645.90)	105.66%	
Nonoperating Revenues (Expenses)					
Pro-rata Share Fees	-	-	-	#DIV/0!	
Availability Fees	82,400.00	25,340.00	57,060.00	30.75%	
Insurance Reimbursements	-	-	-	#DIV/0!	
VDEM Reimbursements	-	-	-	#DIV/0!	
Contributed Capital-Smithfield Foods Rev Ln	19,700.00	-	19,700.00	0.00%	
Interest Revenue	3,250.00	3,781.02	(531.02)	116.34%	
Interest Expense	(46,515.00)	(12,160.80)	(34,354.20)	26.14%	
Total Nonoperating Revenues (Expenses)	58,835.00	16,960.22	41,874.78	28.83%	
Net Income (loss)	193,824.00	159,595.12	34,228.88	82.34%	
WORKING ADJUSTMENTS TO CAFR					
(FOR INTERNAL USE ONLY)					
Restricted revenues:					
Pro-rata Share Fees	-	-	-	#DIV/0!	
Availability Fees	(82,400.00)	(25,340.00)	(57,060.00)	30.75%	
Contributed Capital-Smithfield Foods Rev Ln	(19,700.00)	-	(19,700.00)	0.00%	
Compliance Fee	(488,255.00)	(300,277.46)	(187,977.54)	61.50%	
Bad Debt Expense	2,400.00	-	2,400.00	0.00%	
Depreciation & Amort. Exp.	448,620.00	239,588.93	209,031.07	53.41%	
Additional debt service costs-principal expense	(70,550.00)	(70,550.00)	-	100.00%	
Total adjustments to CAFR	(209,885.00)	(156,578.53)	(53,306.47)	74.60%	
Working adjusted income	(16,061.00)	3,016.59	(19,077.59)	-18.78%	

	2011/2012 Adopted Budget	2011/2012 Actual 1/31/2012	Remaining Budget	% of Budget
Sewer Fund				
Working adjusted income	(16,061.00)	3,016.59	(19,077.59)	-18.78%
Sewer SSO Consent Order	(833,000.00)	(323,452.85)	(509,547.15)	38.83%
Construction Standards Update	-	(918.00)	918.00	#DIV/0!
Sewer Master Plan	(56,250.00)		(56,250.00)	0.00%
Rubber tire backhoe	(9,000.00)	-	(9,000.00)	0.00%
Hot box for asphalt	(4,500.00)		(4,500.00)	0.00%
Manhole inspections/repairs-gravity sewer repairs	(100,000.00)		(100,000.00)	0.00%
Vehicle/Equipment	(15,000.00)	-	(15,000.00)	0.00%
Net Capital Outlay	(1,017,750.00)	(324,370.85)	(693,379.15)	31.87%
Net Reserves (Deficit) after capital outlay	(1,033,811.00)	(321,354.26)	(712,456.74)	31.08%
Funding from Development Escrow		-	-	
Reserves from Sewer Capital Escrow Account		-	-	#DIV/0!
Funding from Sewer Compliance Fee	833,000.00	262,386.25	570,613.75	31.50%
Draw from operating reserves	274,331.00	-	274,331.00	0.00%
Funding from Bond Escrow (released from refinance)		-	-	
Net Cashflow	73,520.00	(58,968.01)	132,488.01	-80.21%

Town of Smithfield				
Water Fund Budget				
Description	Adopted budget 2011/2012	Balance as of 01/31/12	Remaining Budget	% of budget
Revenue				
Operating Revenue				
Water Sales	817,850.00	493,136.27	324,713.73	60.30%
Debt Service Revenue	401,000.00	248,033.95	152,966.05	61.85%
Miscellaneous	500.00	778.34	(278.34)	155.67%
Connection fees	13,200.00	2,700.00	10,500.00	20.45%
Application Fees	5,000.00	2,822.00	2,178.00	56.44%
Total Operating Revenue	1,237,550.00	747,470.56	490,079.44	60.40%
Town of Smithfield				
Water Fund Budget				
Description	Adopted budget 2011/2012	Balance as of 01/31/12	Remaining Budget	% of budget
Expenses				
Salaries	291,300.00	155,940.08	135,359.92	53.53%
FICA	23,304.00	12,226.74	11,077.26	52.47%
VSRS	29,245.00	14,945.44	14,299.56	51.10%
Health	43,000.00	22,168.73	20,831.27	51.56%
Uniforms	3,000.00	1,063.11	1,936.89	35.44%
Contractual	11,000.00	12,409.94	(1,409.94)	112.82%
Legal & Audit	23,000.00	14,472.69	8,527.31	62.92%
Maintenance & Repairs	21,000.00	7,052.13	13,947.87	33.58%
Hurricane Irene Expenses	-	1,624.82	(1,624.82)	#DIV/0!
Water Tank Maintenance	100,000.00	-	100,000.00	0.00%
Water Cost-purchased from IOW County	-	-	-	#DIV/0!
Engineering	-	-	-	#DIV/0!
Professional Services	1,000.00	550.44	449.56	55.04%
Regional Water Supply Study	2,586.00	1,210.50	1,375.50	46.81%
Data Processing	16,000.00	7,155.81	8,844.19	44.72%
Utilities	65,000.00	22,973.71	42,026.29	35.34%
Communications	12,300.00	9,991.05	2,308.95	81.23%
Insurance	16,000.00	7,959.90	8,040.10	49.75%
Materials & Supplies	114,400.00	45,472.96	68,927.04	39.75%
Gas and Tires	12,000.00	6,994.26	5,005.74	58.29%
Fuel-Water Equipment	-	-	-	#DIV/0!
Dues & Subscriptions	800.00	529.00	271.00	66.13%
Bank service charges	450.00	30.00	420.00	6.67%
Travel and Training	5,500.00	964.00	4,536.00	17.53%

Miscellaneous	6,200.00	3,286.68	2,913.32	53.01%	
RO Annual costs	419,593.00	88,672.68	330,920.32	21.13%	
Bad debt expense	5,300.00	-	5,300.00	0.00%	
Total Water Fund Operating Expenses before D&A Exp.	1,221,978.00	437,694.67	784,283.33	35.82%	
Operating Income before D&A Expense	15,572.00	309,775.89	(294,203.89)	1989.31%	
Depreciation & Amortization Expense	309,400.00	91,910.00	217,490.00	29.71%	
Operating Income (Loss)	(293,828.00)	217,865.89	(511,693.89)	-74.15%	
Nonoperating Revenues (Expenses)					
Availability Fees	54,400.00	18,120.00	36,280.00	33.31%	
Interest Revenue	5,925.00	5,471.05	453.95	92.34%	
Interest Expense	(121,700.00)	(79,717.45)	(41,982.55)	65.50%	
Total Nonoperating Revenues (Expenses)	(61,375.00)	(56,126.40)	(5,248.60)	91.45%	
Net Income (Loss)	(355,203.00)	161,739.49	(516,942.49)	-45.53%	
WORKING ADJUSTMENTS TO CAFR					
(FOR INTERNAL USE ONLY)					
Restricted revenues:					
Pro-rata Share Fees	-	-	-	#DIV/0!	
Availability Fees	(54,400.00)	(18,120.00)	(36,280.00)	33.31%	
Bad Debt Expense	5,300.00	-	5,300.00	0.00%	
Debt Service Revenue	(401,000.00)	(248,033.95)	(152,966.05)	61.85%	
Depreciation & Amort. Exp.	309,400.00	91,910.00	217,490.00	29.71%	
Additional debt service costs-principal expense	(159,450.00)	(192,159.79)	32,709.79	120.51%	
Total adjustments to CAFR	(300,150.00)	(366,403.74)	66,253.74	122.07%	
Working adjusted income	(655,353.00)	(204,664.25)	(450,688.75)	31.23%	

	2011/2012 Adopted Budget	2011/2012 Actual 1/31/2012	Remain Budget	% of Budget
Water Fund				
Net Operating Reserves (Deficit)	(655,353.00)	(204,664.25)	(450,688.75)	31.23%
Water Master Plan	(56,250.00)	(3,820.25)	(52,429.75)	6.79%
Construction Standards Update		(918.00)	918.00	#DIV/0!
S Church Street Improvements	-	(93,189.68)	93,189.68	#DIV/0!
Rubber Tire Backhoe	(9,000.00)	-	(9,000.00)	0.00%
Hot box for asphalt	(4,500.00)	-	(4,500.00)	0.00%
Water loop at Smithfield Plaza	(8,500.00)	-	(8,500.00)	0.00%
Truck	(15,000.00)		(15,000.00)	0.00%
Water Treatment/Fluoride PER	(1,172,000.00)	(977,191.65)	(194,808.35)	83.38%
Net Capital Outlay	(1,265,250.00)	(1,075,119.58)	(190,130.42)	84.97%
Net Reserves (Deficit) after capital outlay	(1,920,603.00)	(1,279,783.83)	(640,819.17)	66.63%
Operating Reserves	486,914.00	-	486,914.00	0.00%
VML/VACO Draw Downs	270,000.00	-	270,000.00	0.00%
Water Development Escrow	224,000.00	-	224,000.00	0.00%
Water Capital Escrow	1,035,000.00	366,273.14	668,726.86	35.39%
Additional financing	765,000.00	471,023.68	293,976.32	61.57%
Debt Service fees applied to debt	259,275.00	249,064.37	10,210.63	96.06%
Net Cashflow	1,119,586.00	(193,422.64)	1,313,008.64	-17.28%

Town of Smithfield				
Highway Fund				
Description	Adopted Budget 2011/2012	Balance as of 01/31/12	Remaining Budget	% of budget
Revenue				
Interest Income	250.00	109.30	140.70	43.72%
Revenue - Commwlth of VA	951,304.96	493,288.46	458,016.50	51.85%
Total Highway Fund Revenue	951,554.96	493,397.76	458,157.20	51.85%
Town of Smithfield				
Highway Fund				
Description	Adopted Budget 2011/2012	Balance as of 01/31/12	Remaining Budget	% of budget
Expenses				
Salaries	195,450.00	102,010.52	93,439.48	52.19%
FICA	15,640.00	7,998.29	7,641.71	51.14%
VSRS	20,590.00	8,941.25	11,648.75	43.43%
Health	34,785.00	21,338.33	13,446.67	61.34%
Uniforms	2,785.00	695.45	2,089.55	24.97%
Engineering	1,000.00	4,420.00	(3,420.00)	442.00%
Grass	31,400.00	17,270.00	14,130.00	55.00%
Maintenance	204,274.96	300,970.43	(96,695.47)	147.34%
Asphalt/Paving	-	170,311.69	(170,311.69)	
Ditching	-	68,418.98	(68,418.98)	
Traffic Control devices	-	6,826.03	(6,826.03)	
Other (maintenance)	-	2,363.27	(2,363.27)	
Other (lawnmowers, landscaping, etc)	-	51,991.21	(51,991.21)	
Structures and Bridges	-	-	-	
Ice and Snow removal	-	702.12	(702.12)	
Administrative	-	357.13	(357.13)	
Hurricane Irene Expenses	-	1,150.29	(1,150.29)	#DIV/0!
Street Lights	75,000.00	36,054.05	38,945.95	48.07%
Insurance	17,475.00	8,735.46	8,739.54	49.99%
VAC Truck Repairs	2,250.00	2,058.85	191.15	91.50%
Gas and Tires	6,000.00	4,575.39	1,424.61	76.26%
Stormwater (PARS)	1,340.00	-	1,340.00	0.00%
Stormwater Management Program (town)	2,500.00	-	2,500.00	0.00%
Stormwater Management Program (regional)	2,500.00	2,143.00	357.00	85.72%
Joint Cost Allocation	7,700.00	-	7,700.00	0.00%
Overhead Allocation	46,865.00	-	46,865.00	0.00%
Total Highway Fund Expense	667,554.96	518,361.31	149,193.65	77.65%
Net Reserves (+/-)	284,000.00	(24,963.55)	308,963.55	-8.79%

2011/2012
Adopted
Budget

2011/2012
Actual
1/31/2012

Remain
Budget

% of
Budget

HIGHWAY

			2011/2012 Adopted Budget	2011/2012 Actual 1/31/2012	Remain Budget	% of Budget
Net Operating Reserves (Deficit)			284,000.00	(24,963.55)	308,963.55	-8.79%
John Rolfe/Battery Park intersection Turn Lane			(95,000.00)	(249.00)	(94,751.00)	0.26%
9' Landscaper body for existing truck			-	(5,790.00)	5,790.00	
North & South Church Street Beautification	(270,000.00)		(144,000.00)	-	(144,000.00)	0.00%
Construction Standards Update			-	(918.00)	918.00	#DIV/0!
Rubber tire backhoe			(27,000.00)		(27,000.00)	0.00%
Hot box for asphalt			(18,000.00)		(18,000.00)	0.00%
Net Capital Outlay			(284,000.00)	(6,957.00)	(277,043.00)	2.45%
Net Reserves (Deficit) after capital outlay			-	(31,920.55)	31,920.55	#DIV/0!
net carryforward 2012				137,812.10		
Balance remaining				105,891.55		

Notes to financial statements: December 2011

GENERAL FUND

Revenues

Current Real Estate Taxes

As of March 20, 2012, real estate postings totaled \$1,703,244.78 which is 99.49% of budget. There is one large tax payer making monthly payments to pay down last year's balance as well as 2011. If the taxpayer does not default on payments, this line item should reach budget.

Delinquent Real Estate Taxes

Delinquent real estate taxes of \$32,171.12 have been posted through March 20. This total exceeds budget expectations for the year and surpasses 2011 collections of \$26,665.54.

Personal Property Taxes

Personal property postings as of March 20 totaled \$785,159.26. This accounts for 92.37% of budget. Delinquent notices were mailed and collections are still coming in although they have slowed down. I have identified 5 local businesses that combined owe \$17,433.50; one of which is currently paying in monthly installments. The largest amount (\$8,035.28) is owed by a vendor that is under a current contract with the town. Supplements will be mailed out in the next few weeks and will also stimulate additional collections under current revenue, but even so, we will be hard pressed to match 2011 collections of \$861,842. Assessed tax for machinery and tools dropped \$53,804 from 2010. This was accounted for in the taxed MT for Smithfield Packing that dropped from \$71,993 to \$115 as one plant closed and construction began to utilize the plant for another purpose. Some of this drop was offset by increases in other accounts such as Gwaltney of Smithfield that increased from \$123,175 in 2010 to \$138,217 in 2011.

Delinquent Personal Property Taxes

This account balance is running low and will probably be below budget. The account was debited \$4242 for a refund generated by an abatement from IOW County on a previously paid account. Also, an additional \$11,088 should be collected if the same delinquent taxpayer noted under RE continues with scheduled payment plan. Again, the clerks are working on these collections. Supplements for years 2008 through 2010 are also being processed which should generate an extra \$6500 in revenue.

Franchise Tax

Franchise tax paid by the local banks will not be paid until the last quarter of fiscal year 2012. With the exception of the Bank of America, however, we have received all of the Schedule C's for the year. The Town's portion of assigned taxes dropped significantly with Wells Fargo (Wachovia), reducing by reducing by \$9,271. BB&T also dropped by \$1243 although there was an increase with Farmers Bank and BSV totaling \$3,298. Depending on how Bank of America reports, we could possibly be around \$4000 below budget in this category.

Transient Occupancy Tax

First quarter transient occupancy exceeded FY2011 by \$22,203. Revenues for the second quarter were also stronger than last year, but only slightly, at \$37,990 compared to \$35,409 for last year. Third quarter payment was due on Jan 20 and was \$10,000 less than the previous quarter (\$12,906 less

than the same quarter last fiscal year). Because of the strong start, however, I still expect collections to exceed budget for this line item by at least \$5000.

Communications Tax

Communications tax received from the state to date reflects only July through November 2011.

Consumption Tax/Utility Tax

As with communications tax, there is a delay between the accounting period and receipt of payment. The November financial statements represent consumption/utility taxes through November 2011 with partial payment towards December.

Business License Tax

Business license tax is not due until April 15th; but collections through March 20 total \$66,720.76. Of that total, \$38,114.75 represents 2012 business licenses with the remainder collected for prior year delinquencies.

Consultant Review Fees

This revenue reflects reimbursement for site plan reviews for Tractor Supply, the YMCA, Lakeview Cove, Harvest Fellowship, Taste of Smithfield, Dollar General, and a private lot line revision.

Vehicle Licenses

Vehicle license tax was mailed as part of the personal property tax bills on November 1. Collections through 3/20/12 totaled \$125,471 which is about \$4,500 below budget. Revenues will increase for this line item once PP supplements are mailed.

Fines and costs

This revenue is received from the IOW County Clerk's office. Revenues to date represent payment for July through December. Collections are \$7,902 lower than for the same period last year.

General Fund Interest

General fund interest is lower than estimated at this point in the fiscal year largely because the town has spent money on S Church Street that has not yet been reimbursed as well as cash outlay for the new PD and TM offices. We did receive over \$500,000 in reimbursement of enhancement funds in February, and we have several CD's that will receive quarterly interest in February and May, so this item should be close to budget.

Sale of Equipment

Sales of used/retired equipment through January include a gas powered buffer, rotary blade, pump hoists, power washer, 2 projectors, bullet heater, and cresco warmer.

Other Revenue

Includes \$2603 in restitution from a former employee dating back several years. We had assumed we would not be receiving this money as the person has been unemployed since leaving the Town.

Cash Proffers

Received proffers on 2 parcels in the Villas subdivision. Cash proffers are not budgeted unless they are received during the year (budget amendment) since they are a voluntary payment from developers.

Virginia Municipal Group Safety Grant

In past years, this safety grant has been expended in the general fund. For 2011, this money was applied against ARC flash which was a sewer function, so the grant money was applied to the sewer fund. Consequently, this line item will be eliminated in the revised budget for 2012.

Restricted Reserves-Beautification

Prior year donations to the South Church Street Project were used to pay \$609,109.02 of current charges (Excel/Clark Nexsen) until reimbursement is received from VDOT. A reimbursement for \$509,538 was received in February which will reduce this number.

Police Block Grants-State

In prior years, most of the grants for the PD have been state funded. In the past year, this trend has shifted so that the most recent grants have been federally funded. To date, there have been no state grant funds received for FY2012.

Fed Formula/Enhancement/Urban Fund Partial Use Allocation

These funds are available for the S Church Street project; however, they will be the last funding source to be accessed. ARRA funding of \$165,329 was reimbursed in FY2011 and Enhancement Funds of \$720,000 have been accumulated to date which exhausts this funding source. A portion of this revenue will be shown as a FY2012 budget amendment. In February, the Town was reimbursed for \$509,538 of the total \$720,000. We originally thought all Enhancement Funds would be reimbursed in FY2011, but that was not the case. Only \$340,137 was expensed last year and was accrued as a receivable. Moving forward, the Town will be submitting draw down requests for federal formula money totaling \$352,315 (with state match). We were not aware of this funding resource until August 2011 when Bryant Porter from VDOT gave us an update on the funding resources for the project.

Pinewood Heights CDBG Relocation Grant

The last homeowner acquisition was completed for Phase I MY2 of the Pinewood Heights Project. These funds have now been reimbursed by CDBG. Originally, this item was not budgeted because we thought the acquisition would occur before fiscal year end 2011.

Federal Fuel Income

Often the federal government is very slow in turning this money around, but requests are made quarterly for this reimbursement of fuels tax. On March 20, we did post a receipt of \$4,025.97 for 2 quarters.

Capital Lease Acquisition

This was budgeted for a generator for the new Police Department. Payment was made directly to Womble Generator, so this item has been expensed in FY2012 as a capital purchase instead of a capital lease. A budget amendment will be made to eliminate the costs associated with the lease.

Contributions-CHIPS

For the past 2 fiscal years, IOW County has contributed over \$4000 to CHIPS that has been used to fund 4H expenses. The contribution for 2010 was paid in April 2010; however the contribution for 2011 was paid in December 2010. We have not received a contribution for 2012.

Contributions-IOW County Port Authority Grants

The bulk of this contribution is for reimbursement of the command module. Per discussion with Bob Fox, it is likely that the Town will not receive the vehicle until the beginning of the next fiscal year. This item might be rolled forward.

Contributions-South Church Street Project

Still expecting final contribution from Mr. Luter as well as private donations that were forwarded to Historic Smithfield.

Expenses

All Departments

Health Insurance

Health Insurance reflects payments for July through January 2011 for medical and July through February for dental. Normally, all health insurance is paid by the end of the month prior to the period of coverage.

Dues & Subscriptions

The majority of dues and subscriptions are paid during the first quarter of the new fiscal year, so it is not unusual to see this line item reflect a large % of the annual budget.

Town Council

Professional Services

In August, the Town paid Bay Environmental \$3646.94 for a Category 1 Site Characterization Report for 117 N. Church Street and \$890.60 for well closure at the same address. In September, we paid Bay Environmental an additional \$1,450.00 for Phase I Environmental Site Assessment. We have received notice from the VA Petroleum Storage Tank Fund that the Town will be reimbursed for \$4014.30 of these costs, but we still have not received payment.

Records Management

Purchase of a budgeted scanner and one year maintenance.

Update Town Charter & Code

Payment to Municipal Code Corporation for 56 supplement pages and 4 ordinances on the web.

Town Manager

Auto Expense

The Town van is kept at the Smithfield Center, but maintenance for the van has always been charged to the Town Manager's office. This has been a low cost expense item over the years, as not a great deal of maintenance has been necessary. In November, the Town paid Dave's Service Center \$509.61 to replace 4 tires and valve stems.

Maintenance Contracts

This contract is with OCE Imagistics. The contract cost increased this year from \$96.32 a month to \$105.95 per month. This line item will be overbudget by \$71.40.

Travel & Training

Expenses for travel to Milwaukee, WI; Chicago, IL; and Glen Allen, VA (VML). Also includes travel expenses for Jon Flores to Chicago, IL.

Treasurer

Audit

Since the audit is conducted in September, the majority of audit fees are billed in the second quarter of the fiscal year.

Depreciation Software

Annual renewal of depreciation software was paid in March. This expense increased to \$2700 because we asked for an additional user license, so the new financial analyst will be able to access the system.

Service Contracts

Both halves of the annual maintenance contract for BAI (\$8750) and all of the annual on-line payments contract (also with BAI-\$3413) have now been paid. These are budgeted items.

Cigarette Tax Stamps

Cigarette tax stamps were ordered in March.

Police Department

Service Contracts

Includes annual maintenance contract with Sunguard for \$18,371.39 for OSSI system. This is a budgeted expense.

LODA-Insurance

This is paid to the Treasurer of Virginia in accordance with the Line of Duty Act. Originally, the Town had planned to seek coverage for this with VML insurance, but because we already had an identified officer who may be eligible for benefits now, we had to remain with VRS although we knew would be more expensive. At the time of budget, we did not have an estimate from VRS for the cost, so we used the projected number from VML. The LODA fund had previously been funded by the state but the cost has now been shifted to the localities. The fund provides death benefits to the families of police officers or fire fighters and health benefits to those injured or disabled. The cost is \$233.89 per FT employee.

Vehicle Maintenance

Numerous charges with different vendors. Includes \$1489 to Hampton Roads Harley Davidson for motorcycle maintenance. Also includes \$2098 to Dave's Service Center for ABS control unit, ignition coil, oil/lube on 2006 Crown Vic. Paid \$1800 to Pomoco for AB tank on 2011 Dodge Charger and \$2119 to Cofer for general HTS on Ford Explorer. Also paid \$995 to Joe's Auto Repair for brake pads, rotor, swaybar links for 2006 Crown Vic, and \$793 to Knox for repairs to a 2005 Crown Vic. In November paid \$5850.44 to Dave's Service Center for numerous repairs including \$3118.27 for lighting control module, and rear end on a 2005 Crown Vic. In December paid \$1178.44 to Import Car Service for replacing front/rear brake pads and rotors on 2007 Dodge Charger. January charges included \$1883.51 to Dave's Service Center for fuel pump replacement on 1998 Crown Vic and rear bumper repairs/paint on 2011 Dodge Charger.

Travel & Training

Paid \$4680 in August to HRCJTA/City of Hampton. This is an annual payment for the training academy where new officers are certified. Also in November, paid \$2663.96 for travel to conferences in Lynchburg (Howell, Minton, Jenkins, Clarke) and Chicago (Minton, Clarke, Fox, Evans). In December paid additional \$2277.63 for travel/lodging expenses re: Chicago (Clarke, Howell, Minton, Evans, Fox) .

Fire Department

The Fire Department and Isle of Wight County have been put on notice of the Town's intent not to exceed current budget year expenses, eliminating the \$60,000 the Town has previously paid towards

fire and rescue paid personnel.

Protective Clothing

Per the Fire Department's request the town paid \$10,204.87 to Blue Ridge Rescue Supply for protective clothing. This line item is over budget, but the departmental budget will be monitored closely to ensure that total expenses do not exceed the approved \$60,000.

Insurance

The Town paid Chesterfield Insurers Inc for the fire department's annual property/casualty policy.

Materials & Supplies

Various invoices from The Supply Room, Smithfield Auto Parts, Farmers Service, and Blue Ridge Rescue Suppliers. The fire department will have to operate within its allotted departmental budget. If they exceed budget in one line item, they will lose funds in another.

Truck operations and maintenance

Includes bill in August for \$2,319.96 to Dave's Service Center to install engine cooler, fuel filter, and EGR cooler bypass on 2005 Ford F250. There were no charges in December or January for this line item.

Maintenance Contract

This contract with Gately was terminated. There will be no additional charges to this line item. The remaining budget can be applied to other line items that have exceeded the budgeted allowance.

Contributions-Public Safety

Rescue Squad

As of February 2012, we have paid two quarters to the rescue squad.

Fire Department-Rescue Truck

This line item was paid in February 2012.

Smithfield Center

Contracted Services

Includes \$1866 paid three times to ColonialWebb for 1st,2nd, & 3rd quarters of annual maintenance contract. Also includes \$895 paid to Dean Evans & Associates for annual software maintenance.

Kitchen Supplies

This line item is made up of several charges from US Foodservice for \$563.24 (ice caddy caster), \$981.09 (dry sink, pre-rinse faucet, swing faucet, rack) and \$224.62 (kitchen utensils). There were also charges to Bank of America for \$52.49 (4 slice toaster), \$202.87 (2 picnic caddies, 2 solar 50 LED string clear lights, Atlanta Fixtures & Sales (no receipt)), \$272.40 (kitchen utensils, glass globes), \$6.30 (cups), and \$198.30 (50 deluxe card stands). In December, \$660 was charged against Bank of America for a plastic dishrack camdolly with handles. There were no expenses for this line item in January.

Equipment

Purchased a scissor lift for the Center. The total cost was under the capitalization limit, so it will be expensed. We discussed a capital lease but because the expense itself was not capitalizable, we decided to pay for the equipment in full.

Repairs & Maintenance

There are numerous small repair invoices; however, there are several large ones that are detailed as follows: All Star Glass-\$1110 for 1" black cell-tech 550, Jessica Casper-\$2005 for 2 pieces of artwork, ColonialWebb-\$1178.50 to relocate trane tracker front-end interface, Hobart-\$1187.65 for repairs to

refrigerator; Interiors by Decorating Den-\$1197 to re-upholster 5 benches, ColonialWebb-\$2382.91 for heat reclaim valve, Smithfield Lawn Service-\$4393.20 for cost to replace drip system in plant beds; Windsor Woodworking-\$4980-cost on media cabinets; Bank of America (Lowe's)-\$846.70 for 19 Cu Ft refrigerator, and \$1247 to National Roofing for replacement of one 4" drain with one 4" drop-in drain. In December paid \$4205.27 to ColonialWebb for replacement of heat exchanger. Also paid \$1826.34 to American Express for Kreuger International for 6 new 60" round tables. Note: As of 3/20/12 \$49,919.34 of this \$50,000 budget has been spent. In January paid ColonialWebb another \$4205.27 to replace a second heat exchanger. We also paid SimplexGrinnell \$3,857.23 for service work on the panel fire alarm system that was not covered by the service agreement.

Hurricane Irene Expenses:

These expenses are for roof repairs and carpet cleaning. Invoices have been submitted to FEMA and forwarded to VML for review/reimbursement. We have received acknowledgement paperwork from FEMA but no reimbursement to date.

Advertising

Invoices paid to many different vendors including Mar-Bert Associates (\$1070), Mywedding.com (\$900), Vista Graphics (\$580), RMM (\$2399.75), Tidewater Parent (\$517.50), Pilot Direct (\$1272.86), The Virginian-Pilot (\$2,158.74), and The Jewish News (\$565). Also paid \$1466.25 to IOW for 1/2 of cost for ad with Leisure Publishing Co. (walking tour/meeting planner). In December paid \$609.25 to the Tidewater News for fall special occasion advertising. In January, there was only one charge of \$580 to Hampton Roads Magazine.

Credit card processing

These are the service/discount fees charged to the town for credit customers at the Center. As the rental income continues to increase, this line item will also need to be adjusted.

Parks & Recreation

Pinewood Playground

Paid Brown's Lawn & Tractor Service \$2,208 for hardwood mulch (delivery and install)

Community Wellness Initiative

Expenses to date for consultant hours. The Town received \$22,775 from the Obici grant at the end of FY2011 to be used towards funding of this cost.

Community Development

Pinewood Heights

Pinewood Heights will be handled as a budget amendment. During the budget planning phase for FY2012, we did not know how much would be remaining at the end of FY2011, and we did not want to inflate the 2012 budget. Ultimately, we will end up inflating the budget, however, if we accept the state contract for Phase II. We have to budget and appropriate those funds before the end of the fiscal year in order to comply with CDBG requirements.

Contributions-Community Development

Tourism

The town received a true up refund from FY2011 of \$25,516.74 that we were not expecting. Since we

were not aware of it during the audit process (and DHG no longer audits IOW County as well as the Town), we were unable to offset it against last year's expense; therefore, the 2012 expense will be significantly lowered.

Public Works

Contractual

Paid \$2100 in January to APWA as determination of fees towards public works accreditation. This was not a budgeted item.

Hurricane Irene Expenses

Gas and supplies for Hurricane Irene. Some of this will not be reimbursed, as FEMA does not give direct reimbursement for fuel. They will allow reimbursement only for fuel actually used during the event. Again, as with the Smithfield Center, the Town has received acknowledgement from FEMA but no reimbursement to date.

Public Buildings

Materials & Supplies

No large invoices. \$285 paid to Windsor Fire Extinguisher (2 invoices for \$120 and \$165 to check fire extinguishers; \$199 to HSBC Business for 30" Industrial Pedestal Fan; \$171.30 to Grainger for 40 W W Lamp. No invoices greater than \$200 through December. In January, paid \$561.39 to Lowe's for various items including schedule 40 pvc, conduit, ceiling panel, adj head emergency light. Also paid \$682.24 to Costco for 20 folding chairs and 5 6' tables.

Materials & Supplies-New TM Building

See list of expenses as follows: These will be taken out of the \$100,000 line item for furniture/security that is currently shown under PB capita.

Hearn Furniture-\$1695 for conference table

Scotty's Signs-\$1185 ADA interior sign panels

Budget Blinds-\$481.60 for new blinds in offices

CCI Lawn & Landscaping-\$903.75 Phase I of landscaping enhancements

Goodrich & Sons-\$1100 to take down trees and clear fence line

New Horizons-\$2200 for building work per contract (not sure what that is-may need to be moved)

Womble Generator-\$5800 to move former PD generator to TM office and install

Materials & Supplies-New PD Building

Again, see list below: These items will be charged against \$100,000 line item for furniture/security under PB capital

Brown's Lawn & Tractor-\$200 trenching water line for PD

Budget Blinds-\$951.30 for new blinds in office

CCI Lawn & Landscaping-\$2711.25 Phase I of landscaping enhancements

Network Data Systems-\$3025.05

New Horizons-\$2200 for building work per contract (not sure what that is-may need to be moved)

Cook's Moving-\$3500 costs for relocating from 1613 to new PD building

V. R. Edwards-\$3954.46-fabricate and install benches and one table

Fonality-\$1451.68 for 4 Polycome 550 and P/S configuration plus annual support/software agreement for

PD phones
Smithfield Services-\$1320 for topsoil
The Blair Brothers-\$2678.34 for asphalt patching in parking lot
Imagine Art Studios-\$245 for framing

Rent Expense-Office Space

Rent was budgeted through December 2011, therefore, 83% of the budget was expensed as of November. Only 5 payments were made however, as payment was generally made at the end of the previous month. Since the Town will be continuing the lease agreement with Smithfield Foods, a budget amendment will have to be made to account for that additional expense.

Other

Real estate tax bills for two rental buildings (Basse's Choice & Bakery).

Other Financing Uses

Transfers to Operating Reserves

Revenues exceeded expenses by \$479,923.55 as of the end of January.

Capital Expenses

Community Development

Non-CDBG Renter Occupied Acquisition

The Town closed on the first of 3 remaining renter occupied units in Phase I. The other 2 were closed in February.

CDBG Owner Acquisition

The Town closed on the last owner occupied unit in the MY2 portion of Phase I. This expense has been reimbursed by CDBG.

Police

Police Vehicles

2 new Dodge Chargers and a Ford Explorer were purchased for the PD as part of their budgeted items. There will still be some remaining expense to outfit the vehicles.

Public Buildings

Office space improvements-furniture/security

Part of the \$100,00 budgeted for this line item has been expensed instead to PB for TM and PD offices. These are items under \$5000 that do not meet the Town's capitalization threshold. The capital items to date are:
VSC Fire & Security-\$6064 for Labor/Fire alarm equipment - new PD
Simplexgrinnel-\$5267.64 for moving the old alarm/detection system for TM office
Simplexgrinnel-\$1445.66 for installation of new alarm/detection system in new TM office
Network Data Systems-\$7700.83 to install 27 CAT5e drops to locations furnished by server area, wall mount racks, 2 24 port CAT5e patch panels in the PD. Also 12 additional network drops in large meeting room and in-processing room at the PD.

Office space improvements-contractor

Substantial completion of the new TM and PD offices by JR Wills and Sons.

SEWER FUND

Revenues

VML Safety Grant

Received \$2000 for safety grant related to ARC flash.

Expenses

HRPDC FOG/Sewer Programs

The budget figures given to us from HRPDC do not appear to be broken down into specific categories as in FY2011. The total waste water programs budget is shown as \$899 of which the 1st two quarterly payments are \$449.50. An additional quarterly payment of \$224.75 was made on 3/5/12. I assume these 2 line items are combined for this year.

Hurricane Irene Expenses

As with the general fund, we have not received reimbursement from FEMA to date.

VAC Truck Repairs & Maintenance

Paid \$2330.54 to Atlantic Machinery for handgun assembly, 4" Kanaflex Hose, power clamp, couplers, and single 8" to double 4" reducer weldment. There are also several small invoices as well. In January, paid \$2995 for a 10.125 TR Set Chain Cutter Set. The VAC truck expense is split between sewer (70%) and highway (30%).

Nonoperating Revenues (Expenses)

Interest Revenue

Interest revenue has exceeded budget. This revenue is higher than anticipated because payments on the sewer consent order have not been as large as expected to this point leaving us with higher cash balances in the escrow than anticipated.

Interest Expense

This expense is made up of semi-annual interest paid on VRA loan. Final payment for the fiscal year is due by April 1 and then year end accrued interest is added as of June 30.

Working Adjustments to CAFR

Additional debt service costs-principal expense

Principal for the VRA loan is due once a year with the fall payment, so principal reflects 100% of budget.

Capital Expenses

Construction Standards Update

This expense is being split between sewer, water, and highway. Not budgeted.

WATER FUND

Expenses

Contractual

Paid \$5055 to HD Supply Waterworks in August for annual maintenance contract on handhelds and software. This is a budgeted item. Also includes payments to James R. Reed of \$7346 for water testing. There have also been some large water testing bills from James R. Reed charged to the RO plant. I will have to discuss this line item with Bill Hopkins to see where the charges actually belong. In the past, we have had regularly scheduled water testing charged to the contractual account, but the start up of the RO plant has taken this expense to a whole new level. The budgeted amount for 2012 for the RO plant could definitely handle this expense.

Legal & Audit

Includes majority of audit fees for the fiscal year as well as some additional legal fees for review of water tank maintenance contract.

Communications

Includes \$2,155.00 invoice from Charter Communications for billing at the RO plant that apparently had not been paid for 3 months. Address was incorrect on bill.

Miscellaneous

Includes 2 quarterly payments to the Office of Drinking Water of \$ 1505.21 each for a total of \$3010.42. This cost is based on the number of customers in the Town's utility system.

Nonoperating Revenues (Expenses)

Interest Revenue

As with sewer, interest revenue is higher than anticipated because of cash flow related to the RO plant. So far, start up costs have not been significant and final construction costs have not yet been paid.

Interest Expense

Semi-annual payment on the VML-VACO bond was due in July. Most of the interest expense was accrued on the June 2011 financial statements with the balance reflected in July which is why the % expensed year to date is so low. This line item also includes the semi-annual payment (\$4981.53) for the VRA loan. The budget for this line item will need to be adjusted the additional loan that was not closed until August 2011.

Working Adjustments to CAFR

Debt Service-principal

This was the principal portion of the VML-VACO bond, all of which is reflected in July and the VRA loan, all of which is due by October 1. Principal has been paid in full for the fiscal year with only interest payments remaining.

Capital Expenses

Construction Standards Update	This expense is being split between sewer, water, and highway. Not budgeted.
S. Church Street Improvements	Expense for water line replacement on South Church Street. Originally budgeted all of this expense for FY2011, but the project was not completed.
Water Treatment (RO) Plant	Substantial completion of the remaining project expenses.

HIGHWAY

Expenses

<u>Health Insurance</u>	This expense represents payment for the months of July through January for dental and July through December for health.
<u>Engineering</u>	The Town paid Clark Nexsen \$4420 for cross section of elevations on S. Church Street.
<u>Hurricane Irene Expenses</u>	These expenses have been submitted to FEMA but not yet reimbursed.
<u>VAC Truck repairs</u>	VAC Truck repairs are split between sewer (70%) and highway (30%) as the truck is used for both purposes. See Sewer note for detail of expenses to date.
<u>Gas and Tires</u>	The % distribution of the gas has changed since the budget was prepared last year with the addition of a laborer which is why highway gas is running high and sewer and water are running a little below budget.
<u>Stormwater Management Program (town)</u> <u>Stormwater Management Program (regional)</u>	Again, as with sewer, HRPDC is only showing one category for Regional Storm Water Programs in the amount of \$4,286 for the year. All of the Town's budgeted Highway HRPDC expenses (based on last year's billings) total \$6,340. Possibly we are going to be billed less than FY2011. We did pay an additional \$1071.50 in February towards stormwater management.

Capital Expenses

<u>9' Landscaper body for existing truck</u>	This purchase will offset some of the net carryforward funds for 2011.
<u>Construction Standards Update</u>	This expense is being split between sewer, water, and highway. Not budgeted.

NET CARRYFORWARD FOR 2012

Net carryforward for 2011 was \$137,812.10. I had previously reported \$165,213.19 as the carryforward assuming that VDOT would have reduced allowable expenditures for 2010 by their revenue sharing contribution for John Rolfe Drive totaling \$34,400.71.

They did not reduce allowable expenditures, however, so the carryforward was reduced accordingly.

CASH BALANCES AS OF FEBRUARY 29, 2012						
				Current Month	Year end	
ACCOUNT NAME	BANK NAME	ACCOUNT	DATE	INTERCO.	Interco.	ADJUSTED
		BALANCE	RECONCILED	TRANSFERS	Transfers	BALANCES
Water	Farmers Bank	577,790.72	03/15/12	(378,016.59)	-	199,774.13
Water-Debt Service	Farmers Bank	1,289,709.55	03/12/12	66,203.67		1,355,913.22
Water Capital Escrow (availability fees)	TowneBank	285,858.35	03/12/12	-		285,858.35
Water Development Escrow	TowneBank	142,044.50	03/12/12	-	-	142,044.50
Subtotal Water		2,295,403.12		(311,812.92)	-	1,983,590.20
Sewer	Farmers Bank	280,412.21	03/12/12	(46,674.04)	(270,001.51)	(36,263.34)
Sewer Development Escrow	TowneBank	316,666.67	03/12/12	-		316,666.67
Sewer Capital Escrow (availability fees)	TowneBank	666,909.52	03/12/12	-		666,909.52
Sewer Compliance	Farmers Bank	373,234.68	03/12/12	80,476.87		453,711.55
Subtotal Sewer		1,637,223.08		33,802.83	(270,001.51)	1,401,024.40
Highway	Farmers Bank	40,182.04	03/12/12	57,984.66	-	98,166.70
General Fund	Farmers Bank	1,660,205.74	03/15/12	(289,512.57)	270,001.51	1,640,694.68
Payroll	Farmers Bank	156,540.99	03/12/12			156,540.99
Money Market-General Fund	TowneBank	124,280.26	03/12/12			124,280.26
Business Super Now-General Fund	Farmers Bank	32,875.21	03/12/12	-		32,875.21
Money Market-General Fund	Farmers Bank	286,189.26	03/12/12			286,189.26
General Fund Capital Escrow Account	TowneBank	50,635.82	03/12/12	-		50,635.82
Certificate of Deposit	Farmers Bank	524,934.40	03/13/12	(500,000.00)		24,934.40
Certificate of Deposit-Police Dept	Farmers Bank	36,342.09	03/13/12			36,342.09
Special Project Account (Pinewood)	Farmers Bank	19,849.66	03/12/12	-	-	19,849.66
Pinewood Heights Escrow	Farmers Bank	48,224.19	03/12/12			48,224.19
S. Church Street Account	TowneBank	68,377.25	03/12/12	1,009,538.00		1,077,915.25
Subtotal General Fund		3,008,454.87		220,025.43	270,001.51	3,498,481.81
Beautification Fund	Farmers Bank	7,802.01	03/12/12			7,802.01
Money Market-Beautification	Farmers Bank	146,627.85	03/12/12			146,627.85
Subtotal Beautification		154,429.86				154,429.86
Rising Star CDBG	Farmers Bank	63.49	03/12/12			63.49
TOTAL ALL FUNDS		7,135,756.46		(0.00)	-	7,135,756.46

**Town of Smithfield, Virginia
Annual Engineering Services Contract**

PROJECT BILLING FOR PERIOD BEGINNING FEBRUARY 1, 2012 TO FEBRUARY 29, 2012

INDEPENDENT PROJECTS	Fee Basis	% Complete	Amount Earned	Previous Amount Billed	Amount Due This Invoice
<i>Consent Order/ Locality-HRSD Coordination (HR04103-27)</i>					
Coordination Activities	Lump Sum	99.16%	\$ 148,740.00	\$ 147,750.00	\$990.00
<i>Consent Order / SSES Task 7 Office Coordination (HR04103-49R)</i>					
Office Coordination and Management of Field Tasks	Lump Sum	100.00%	\$ 38,400.00	\$ 36,326.40	\$2,073.60
<i>Consent Order / SSES Task 8 Data Analysis and Condition (HR04103-50R)</i>					
Data Analysis	Lump Sum	97.80%	\$ 65,526.00	\$ 58,424.00	\$7,102.00
<i>Consent Order/SSO Field Services Phase 2 CCTV (HR04103-58R)</i>					
Program Assistance	Lump Sum	79.70%	\$ 95,640.00	\$ 94,800.00	\$840.00
<i>Consent Order/SSO General Regional Hydraulic Model (HR04103-59RI)</i>					
Model Development	Lump Sum	91.90%	\$ 27,570.00	\$ 26,640.00	\$930.00
<i>Consent Order/SSO General Rehabilitation Plan (HR04103-60RI)</i>					
Plan Development	Lump Sum	9.82%	\$ 17,185.00	\$ 5,775.00	\$11,410.00

VENDOR # _____

ACCOUNT # 004-4200-7019

DEPT # W.R. 76

TOWN MANAGER HLS



Draper Aden Associates

Town of Smithfield, Virginia
Annual Engineering Services Contract

PROJECT BILLING FOR PERIOD BEGINNING FEBRUARY 1, 2012 TO FEBRUARY 29, 2012

<i>Consent Order/SSO MOM Program Full Hydraulic Model Phase 2 (HR04103-61RI)</i>					
Model Development	Lump Sum	5.54%	\$ 6,371.00	\$ 2,185.00	\$4,186.00
				TOTALS	\$27,531.60

Town of Smithfield, Virginia
Annual Engineering Services Contract

PROJECT BILLING FOR PERIOD BEGINNING FEBRUARY 1, 2012 TO FEBRUARY 29, 2012

<i>GENERAL REVIEW SERVICES (HR04103-27)</i> Consent Order / HRSD-Locality Coordination	Billing Period (2012)	Fee Basis	Fee	% Complete	Amount Earned	Prior Invoice Amount	Amount Due
<i>Project Labor</i>							
Coordination Activities	February	Lump Sum	\$150,000.00	99.16%	\$148,740.00	\$147,750.00	\$990.00
Project Totals			\$150,000.00	99.16%	\$148,740.00	\$147,750.00	\$990.00

TOTAL = \$990.00

Town of Smithfield, Virginia
Annual Engineering Services Contract

PROJECT BILLING FOR PERIOD BEGINNING FEBRUARY 1, 2012 TO FEBRUARY 29, 2012

<i>GENERAL REVIEW SERVICES (HR04103-49R)</i> Consent Order / SSES Task 7 Office Coordination	Billing Period (2012)	Fee Basis	Fee	% Complete	Amount Earned	Prior Invoice Amount	Amount Due
<i>Project Labor</i>							
Office Coordination and Management of Field Tasks	February	Lump Sum	\$38,400.00	100.00%	\$38,400.00	\$36,326.40	\$2,073.60
Project Totals			\$38,400.00	100.00%	\$38,400.00	\$36,326.40	\$2,073.60

TOTAL = \$2,073.60

Town of Smithfield, Virginia
Annual Engineering Services Contract
PROJECT BILLING FOR PERIOD BEGINNING FEBRUARY 1, 2012 TO FEBRUARY 29, 2012

<i>GENERAL REVIEW SERVICES (HR04103-50R)</i> Consent Order / SSES Task 8 Data Analysis and Condition	Billing Period (2012)	Fee Basis	Fee	% Complete	Amount Earned	Prior Invoice Amount	Amount Due
<i>Project Labor</i>							
Data Analysis	February	Lump Sum	\$67,000.00	97.80%	\$65,526.00	\$58,424.00	\$7,102.00
Project Totals			\$67,000.00	97.80%	\$65,526.00	\$58,424.00	\$7,102.00

TOTAL = \$7,102.00

Town of Smithfield, Virginia
Annual Engineering Services Contract
PROJECT BILLING FOR PERIOD BEGINNING FEBRUARY 1, 2012 TO FEBRUARY 29, 2012

<i>GENERAL REVIEW SERVICES (HR04103-58R)</i> Field Services Phase 2 CCTV	Billing Period (2012)	Fee Basis	Fee	% Complete	Amount Earned	Prior Invoice Amount	Amount Due
<i>Project Labor</i>							
Field Services	February	Lump Sum	\$120,000.00	79.70%	\$95,640.00	\$94,800.00	\$840.00
Project Totals			\$120,000.00	79.70%	\$95,640.00	\$94,800.00	\$840.00

TOTAL = \$840.00

Town of Smithfield, Virginia
Annual Engineering Services Contract
PROJECT BILLING FOR PERIOD BEGINNING FEBRUARY 1, 2012 TO FEBRUARY 29, 2012

<i>GENERAL REVIEW SERVICES (HR04103-59RI)</i> Consent Order / SSO General Regional Hydraulic Model	Billing Period (2012)	Fee Basis	Fee	% Complete	Amount Earned	Prior Invoice Amount	Amount Due
<i>Project Labor</i>							
Model Development	February	Lump Sum	\$30,000.00	91.90%	\$27,570.00	\$26,640.00	\$930.00
Project Totals			\$30,000.00	91.90%	\$27,570.00	\$26,640.00	\$930.00

TOTAL = \$930.00

Town of Smithfield, Virginia
Annual Engineering Services Contract

PROJECT BILLING FOR PERIOD BEGINNING FEBRUARY 1, 2012 TO FEBRUARY 29, 2012

<i>GENERAL REVIEW SERVICES (HR04103-60RI)</i> Consent Order / SSO Rehabilitation Plan	Billing Period (2012)	Fee Basis	Fee	% Complete	Amount Earned	Prior Invoice Amount	Amount Due
<i>Project Labor</i>							
Plan Development	February	Lump Sum	\$175,000.00	9.82%	\$17,185.00	\$5,775.00	\$11,410.00
Project Totals			\$175,000.00	9.82%	\$17,185.00	\$5,775.00	\$11,410.00

TOTAL = \$11,410.00

Town of Smithfield, Virginia
Annual Engineering Services Contract

PROJECT BILLING FOR PERIOD BEGINNING FEBRUARY 1, 2012 TO FEBRUARY 29, 2012

<i>GENERAL REVIEW SERVICES (HR04103-61RI)</i> Consent Order / SSO MOM Program Full Hydraulic Model Phase 2	Billing Period (2012)	Fee Basis	Fee	% Complete	Amount Earned	Prior Invoice Amount	Amount Due
Project Labor							
Plan Development	February	Lump Sum	\$115,000.00	5.54%	\$6,371.00	\$2,185.00	\$4,186.00
Project Totals			\$115,000.00	5.54%	\$6,371.00	\$2,185.00	\$4,186.00

TOTAL = \$4,186.00



Draper Aden Associates

Engineering • Surveying • Environmental Services

Progress Report

To: Ms. Sonja Eubank
Company: Town of Smithfield
From: Andy Snyder
Project Name: Annual Engineering Services Contract – February 2012 Invoices
Project Number: HR04103-27, HR04103-49R, HR04103-50R, HR04103-58R, HR04103-59RI, HR04103-60RI, HR04103-61RI
Date: March 15, 2012
cc: Bill Hopkins, Scott Schiller

Recent Activities:

1. HR04103-27 – Continued coordination with the Town of Smithfield and other Consent Order related parties, attended Capacity Team and Locality meetings, and provided general Consent Order related assistance.
2. HR04103-49R – Completed coordination of all SSES field tasks. This task is complete and no additional work will be performed.
3. HR04103-50R – Continued to generate condition assessment reports for each SSES basin. Includes creation of summary tables and maps to describe field investigation work performed and locations and types of defects.
4. HR04103-58R – Continued to review the data collected during the CCTV field work activities and perform QA/QC checks.
5. HR04103-59RI – Attended model user group meeting and completed Addendum No. 1 to the Town's Hydraulic Model Documentation Report. Report was submitted to VDEQ and the region.
6. HR04103-60RI – Continued work related to the development of the Town's Rehabilitation Plan, specifically pertaining to recent decisions on how the region should proceed and the incorporation of condition assessment information.
7. HR04103-61RI – Continued preparation of maps and information required for field crews to begin survey work required for development of the second phase of the Town's full hydraulic model.

Upcoming Tasks:

1. HR04103-27 – Attend meetings and coordinate with Town/other localities as necessary.
2. HR04103-49R – Task is complete, no additional work will be performed.
3. HR04103-50R – Continue to develop condition assessment report documentation as required for rehabilitation planning.
4. HR04103-58R – Complete review of CCTV data and incorporate the information into the condition assessment reports and Rehabilitation Plan.
5. HR04103-59RI – Attend model user group meetings as necessary and continue to assist the Town with regional hydraulic model activities.
6. HR04103-60RI – Continue to perform work related to development of the Rehabilitation

\\Hmp-files\projects\HR04\100\HR04103\HR04103-02\WORK\Billing File\2012 Invoice Files\February 2012 Invoices\February 2012 Progress Report 03-15-12.doc

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Plan and assist the Town with regional decisions regarding how to proceed.

7. HR04103-61RI – Complete development of maps required to perform field survey work and begin field survey work.

Scope Changes:

1. None

Budget Status/Percent Complete

1. HR04103-27 – 99.16%
2. HR04103-49R – 100.00%
3. HR04103-50R – 97.80%
4. HR04103-58R – 79.70%
5. HR04103-59RI – 91.90%
6. HR04103-60RI – 9.82%
7. HR04103-61RI – 5.54%

Schedule Status/Deliverable Status

1. HR04103-27 – On-going task for duration of Consent Order Project.
2. HR04103-49R – Task is complete.
3. HR04103-50R – On schedule based on VDEQ deadlines.
4. HR04103-58R – On schedule based on VDEQ deadlines
5. HR04103-59RI – On schedule based on VDEQ deadlines.
6. HR04103-60RI – On schedule based on VDEQ deadlines.
7. HR04103-61RI – On schedule.

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

1. None

Issues you should be aware of/ any other issues:

1. None

CLARK • NEXSEN

Architecture & Engineering

March 15, 2012

Town of Smithfield
Town Manager's Office
315 Main Street, P.O. Box 246
Smithfield, VA 23431

Pay Application 15 for the South Church Street Streetscape Project.

Explanation of Amount Certified

Application No: 15
Application Date: 3/8/2012
Period To: 2/29/2012

EN03-300-108, C502, UPC95571/93722

Contract Date: 11/04/2010

Invoice No: 7712

The amount certified was adjusted as shown below:

Contract Sum to Date..... \$2,593,555.50

Total Completed and Stored to Date..... \$1,586,970.77

Total Earned Less Retainage..... \$1,586,970.77

Current Payment Due..... \$196,046.90

VENDOR # EXCEL
ACCOUNT # 100-4800-8100
DEPT HEAD K.T.Z.
TOWN MANAGER PUS

APPLICATION AND CERTIFICATE FOR PAYMENT

SUBMITTED TO: THE TOWN OF SMITHFIELD
P O BOX 246
SMITHFIELD VA 23430

PROJECT: SOUTH CHURCH STREET
STREETSCAPE IMPROV.
PHASE V
SMITHFIELD, VA

APPLICATION NO.: 15
APPLICATION DATE: 3/8/2012
PERIOD TO: 2/29/2012

SUBMITTED FROM: Excel Paving Corporation
1132 Harmony Road
Norfolk, Virginia 23502

JOB #: 1189

EN03-300-108, C502, UPC95571/83722

ARCHITECT:

CONTRACT DATE: 11/4/2010

CONTRACT FOR:

INVOICE NO: 7712

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL		\$ -	\$ -
Approved this Month			
	Date Approved		
CO #3		\$ -	\$ -
CO #4		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
TOTALS		\$ -	\$ -
Net Change by Change Orders		\$ -	\$ -

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, attached.

ORIGINAL CONTRACT SUM \$ 2,593,555.50

Net Change by Change Orders To..... \$ -
(Line 1 ± 2)

Contract Sum To Date..... \$ 2,593,555.50

Total Completed and Stored To Date..... \$ 1,586,970.77
(Column G)

Retainage:

0% of Completed Work \$ -
(Columns D + E)

10% of Stored Material \$ -
(Column F)

Total Retainage..... \$ -

Total Earned Less Retainage..... \$ 1,586,970.77
(Line 4 less Line 5 Total)

Less Owner Direct Pymt by Purchase Ord.. \$ -

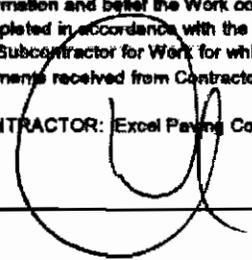
Less Previous Payments..... \$ 1,394,045.87
(Line 6 from prior Certificates)

Current Payment Due..... \$ 196,046.80

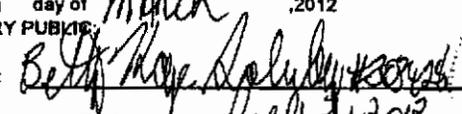
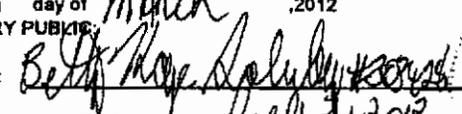
Balance to Finish including Retainage..... \$ 1,006,584.73
(Line 3 less Line 6)

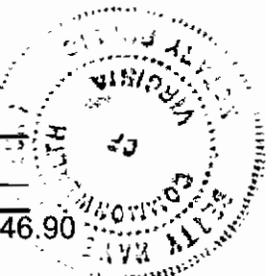
The undersigned Subcontractor certifies that to the best of the Subcontractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Subcontractor for Work for which previous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

CONTRACTOR: Excel Paving Corporation

By: 

Date: 3-13-12

State of Virginia
City of Norfolk
Subscribed and sworn to before me this
15 day of March, 2012
NOTARY PUBLIC: 
Signed: 
My Commission Expires: July 31, 2013



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$ \$196,046.90
(Attach explanation if amount certified differs from Amount applied for.)
ARCHITECT: Clark Nexsen

By:  Date: March 15, 2012

CONTRACTOR'S MONTHLY ESTIMATE FOR PAYMENT

(To Be Accompany By "Subcontractor's Application for Payment")

PROJECT SOUTH CHURCH STREET STREETScape IMPROV. PHASE V SMITHFIELD, VA	APPLICATION: 15 INVOICE NO.: 7712
EN03-300-108, C502, UPC95571/93722	ESTIMATE FOR PERIOD ENDING: 2/1/2012 thru 2/29/2012
SUBCONTRACTOR: EXCEL PAVING CORP.	SUBCONTRACTOR'S ADDRESS/CONTACT: 1132 HARMONY ROAD NORFOLK, VA 23502

ITEM NO.	FROM SCHEDULE OF PRICES		TOTAL QUANTITIES REQUESTED				UNIT PRICES				ARRA	ENHANCE	URBAN	TOWN
	LINE ITEM DESCRIPTION	SCHEDULED UNIT	SCHEDULED QUANTITY	PREVIOUSLY REPORTED	FOR MONTH	TOTAL TO DATE	SCHEDULED UNIT PRICE	TOTAL CONTRACT	TOTAL DUE THIS PERIOD	TOTAL DUE TO DATE	Funding Breakdown	Funding Breakdown	Funding Breakdown	Funding Breakdown
General Items														
1	Mobilization	LS	1.00	1.00	0.00	1.00	\$176,500.00	\$ 176,500.00	\$ -	\$ 176,500.00	\$ 58,245.00	\$ 118,255.00		
2	Construction Surveying	LS	1.00	0.75	0.00	0.75	\$ 12,000.00	\$ 12,000.00	\$ -	\$ 9,000.00		\$ 9,000.00		
3	SM-9.5 A Surface Course	TN	840.00	30.76	191.02	221.78	\$ 94.00	\$ 78,960.00	\$ 17,955.88	\$ 20,847.32		\$ 20,847.32		
4	IM-19.0 Intermediate Course	TN	1,000.00	21.28	148.91	170.19	\$ 96.00	\$ 96,000.00	\$ 14,295.36	\$ 16,338.24		\$ 16,338.24		
5	BM-25 Base Course	TN	1,000.00	581.63	0.00	581.63	\$ 96.00	\$ 96,000.00	\$ -	\$ 55,836.48		\$ 55,836.48		
6	Aggregate Material Size 21-A	TN	3,400.00	2,522.31	145.20	2667.51	\$ 27.00	\$ 91,800.00	\$ 3,920.40	\$ 72,022.77	\$ 6,403.86	\$ 65,618.91		
7	Combination 4" Curb and Gutter	LF	4,600.00	2,825.00	0.00	2825.00	\$ 29.00	\$ 133,400.00	\$ -	\$ 81,925.00		\$ 81,925.00		
8	4" Curb	LF	450.00	657.00	0.00	657.00	\$ 22.80	\$ 10,280.00	\$ -	\$ 14,979.60		\$ 14,979.60		
9	VDOT Std CG-2	LF	110.00	97.00	0.00	97.00	\$ 23.00	\$ 2,530.00	\$ -	\$ 2,231.00		\$ 2,231.00		
10	VDOT Std CG-6	LF	160.00	144.00	0.00	144.00	\$ 29.00	\$ 4,640.00	\$ -	\$ 4,176.00		\$ 4,176.00		
11	3' Valley Gutter	LF	500.00	680.50	0.00	680.50	\$ 27.50	\$ 13,750.00	\$ -	\$ 18,713.75		\$ 18,713.75		
12	Residential Drive	SY	350.00	306.10	0.00	306.10	\$ 99.50	\$ 34,825.00	\$ -	\$ 30,456.95		\$ 30,456.95		
13	Commercial Drive	SY	200.00	79.00	0.00	79.00	\$ 152.00	\$ 30,400.00	\$ -	\$ 12,008.00		\$ 12,008.00		
14	Stamped Asphalt Crosswalk	SY	500.00	0.00	0.00	0.00	\$ 66.00	\$ 33,000.00	\$ -	\$ -		\$ -		
15	Reset Existing Pavers	SY	250.00	0.00	0.00	0.00	\$ 117.50	\$ 29,375.00	\$ -	\$ -		\$ -		
16	Paver Sidewalk	SY	2,100.00	0.00	0.00	0.00	\$ 94.65	\$ 198,765.00	\$ -	\$ -		\$ -		
17	Unit Paver Accessible Ramp	SY	50.00	0.00	0.00	0.00	\$ 175.00	\$ 8,750.00	\$ -	\$ -		\$ -		
18	Replace Existing Brick Wall with like, kind, height, and length	VSF	1,600.00	444.00	0.00	444.00	\$ 30.00	\$ 48,000.00	\$ -	\$ 13,320.00		\$ 13,320.00		
19	Regular Excavation	CY	3,200.00	2,230.00	204.00	2434.00	\$ 35.00	\$ 112,000.00	\$ 7,140.00	\$ 85,190.00	\$ 11,340.00	\$ 73,850.00		
20	Select Fill	CY	1,000.00	302.00	0.00	302.00	\$ 16.00	\$ 16,000.00	\$ -	\$ 4,832.00		\$ 4,832.00		
21	4" Topsoil Class A	AC	1.00	0.14	0.00	0.14	\$ 17,850.00	\$ 17,850.00	\$ -	\$ 2,499.00		\$ 2,499.00		
22	12" Storm Drainage Pipe	LF	165.00	0.00	78.00	78.00	\$ 105.00	\$ 17,325.00	\$ 8,190.00	\$ 8,190.00		\$ 8,190.00		
23	15" Storm Drainage Pipe	LF	1,430.00	778.00	0.00	778.00	\$ 105.00	\$ 150,150.00	\$ -	\$ 81,690.00	\$ 13,440.00	\$ 68,250.00		
24	18" Storm Drainage	LF	270.00	222.00	0.00	222.00	\$ 108.00	\$ 29,160.00	\$ -	\$ 23,976.00	\$ 23,976.00	\$ -		
25	21" Storm Drain	LF	530.00	278.00	309.00	587.00	\$ 138.00	\$ 73,140.00	\$ 42,642.00	\$ 81,006.00		\$ 81,006.00		
26	24" Storm Drain	LF	655.00	630.00	0.00	630.00	\$ 139.00	\$ 91,045.00	\$ -	\$ 87,570.00		\$ 87,570.00		
27	DI-1	EA	6.00	2.00	0.00	2.00	\$ 3,735.00	\$ 18,675.00	\$ -	\$ 7,470.00		\$ 7,470.00		
28	MH-1	EA	9.00	6.00	1.00	7.00	\$ 3,718.00	\$ 33,462.00	\$ 3,718.00	\$ 28,026.00		\$ 28,026.00		
29	DI-3-B L=4'	EA	4.00	2.50	0.00	2.50	\$ 2,940.00	\$ 11,780.00	\$ -	\$ 7,350.00	\$ 2,940.00	\$ 4,410.00		
30	DI-3B L=6'	EA	7.00	3.00	0.00	3.00	\$ 2,952.00	\$ 20,664.00	\$ -	\$ 8,856.00		\$ 8,856.00		
31	DI-3-b L=8'	EA	2.00	1.00	0.00	1.00	\$ 3,208.00	\$ 6,412.00	\$ -	\$ 3,206.00		\$ 3,206.00		
32	DI-3C L=6'	EA	2.00	2.00	0.00	2.00	\$ 2,892.00	\$ 5,784.00	\$ -	\$ 5,784.00		\$ 5,784.00		
33	DI-3BB L=4'	EA	2.00	3.00	0.00	3.00	\$ 4,251.00	\$ 8,502.00	\$ -	\$ 12,753.00		\$ 12,753.00		
34	DI-3BB L=6'	EA	8.00	6.00	4.00	10.00	\$ 4,314.00	\$ 34,512.00	\$ 17,256.00	\$ 43,140.00		\$ 43,140.00		
35	DI-3CC L=6'	EA	1.00	0.00	1.00	1.00	\$ 5,217.00	\$ 5,217.00	\$ 5,217.00	\$ 5,217.00		\$ 5,217.00		
36	18" Flared End Section	EA	1.00	1.00	0.00	1.00	\$ 1,957.00	\$ 1,957.00	\$ -	\$ 1,957.00	\$ 1,957.00	\$ -		
37	Select Fill For Tranche	CY	1,700.00	987.00	200.00	1187.00	\$ 16.00	\$ 27,200.00	\$ 3,200.00	\$ 18,992.00	\$ 4,926.00	\$ 14,064.00		
38	Adjust Rim to Finished Grade	EA	7.00	0.00	2.00	2.00	\$ 800.00	\$ 5,600.00	\$ 1,600.00	\$ 1,600.00		\$ 1,600.00		
39	Timber Bulkhead Modification	LS	1.00	1.00	0.00	1.00	\$ 7,500.00	\$ 7,500.00	\$ -	\$ 7,500.00		\$ 7,500.00		
40	Temporary Filter Barrier	LF	1,100.00	1,556.00	0.00	1556.00	\$ 2.00	\$ 2,200.00	\$ -	\$ 3,112.00	\$ 720.00	\$ 2,392.00		
41	Tree Fence	LF	450.00	813.00	0.00	813.00	\$ 7.50	\$ 3,375.00	\$ -	\$ 6,087.50	\$ 1,072.50	\$ 5,025.00		
42	Inlet Protection	LF	29.00	4.00	25.00	29.00	\$ 100.00	\$ 2,900.00	\$ 2,500.00	\$ 2,900.00		\$ 2,900.00		
43	Construction Entrance	LS	1.00	1.00	0.00	1.00	\$ 2,900.00	\$ 2,900.00	\$ -	\$ 2,900.00		\$ 2,900.00		

CONTRACTOR'S MONTHLY ESTIMATE FOR PAYMENT

(To Be Accompany By "Subcontractor's Application for Payment")

PROJECT SOUTH CHURCH STREET STREETScape IMPROV. PHASE V SMITHFIELD, VA	APPLICATION: 15 INVOICE NO.: 7712
EN03-300-108, C502, UPC95571/93722	ESTIMATE FOR PERIOD ENDING: 2/1/2012 thru 2/29/2012
SUBCONTRACTOR: EXCEL PAVING CORP.	SUBCONTRACTOR'S ADDRESS/CONTACT: 1132 HARMONY ROAD NORFOLK, VA 23502

FROM SCHEDULE OF PRICES							TOTAL QUANTITIES REQUESTED				UNIT PRICES				ARRA	ENHANCE	URBAN	TOWN
ITEM NO.	LINE ITEM DESCRIPTION	SCHEDULED UNIT	SCHEDULED QUANTITY	PREVIOUSLY REPORTED	FOR MONTH	TOTAL TO DATE	SCHEDULED UNIT PRICE	TOTAL CONTRACT	TOTAL DUE THIS PERIOD	TOTAL DUE TO DATE	Funding Breakdown	Funding Breakdown	Funding Breakdown	Funding Breakdown				
44	Demolition	LS	1.00	0.85	0.34	1.19	\$106,639.00	\$ 106,639.00	\$ 36,257.26	\$ 126,900.41	\$ 15,960.64	\$ 110,939.77						
45	4" Solid Double Yellow Line	LF	2,380.00	0.00	0.00	0.00	\$ 0.80	\$ 1,888.00	\$ -	\$ -								
46	6" Solid White Lane Line	LF	270.00	0.00	0.00	0.00	\$ 0.50	\$ 135.00	\$ -	\$ -								
47	4" White Mini Skip Line	LF	310.00	0.00	0.00	0.00	\$ 0.50	\$ 155.00	\$ -	\$ -								
48	4" Solid White Parking Stripe	LF	300.00	0.00	0.00	0.00	\$ 0.50	\$ 150.00	\$ -	\$ -								
49	24" Solid White Stop Bar	LF	85.00	0.00	0.00	0.00	\$ 2.50	\$ 212.50	\$ -	\$ -								
50	Single Arrow	EA	3.00	0.00	0.00	0.00	\$ 47.00	\$ 141.00	\$ -	\$ -								
51	Double Arrow	EA	4.00	0.00	0.00	0.00	\$ 80.00	\$ 320.00	\$ -	\$ -								
52	Only	EA	1.00	0.00	0.00	0.00	\$ 100.00	\$ 100.00	\$ -	\$ -								
53	Handicap Parking Symbol	EA	1.00	0.00	0.00	0.00	\$ 60.00	\$ 60.00	\$ -	\$ -								
54	Handicap Parking Sign	EA	2.00	0.00	0.00	0.00	\$ 135.00	\$ 270.00	\$ -	\$ -								
55	Stop Sign	EA	1.00	0.00	0.00	0.00	\$ 160.00	\$ 160.00	\$ -	\$ -								
56	Attach Stop Sign to Existing Route Sign	EA	1.00	0.00	0.00	0.00	\$ 125.00	\$ 125.00	\$ -	\$ -								
57	Relocate Sign	EA	4.00	0.00	0.00	0.00	\$ 100.00	\$ 400.00	\$ -	\$ -								
58	Maintenance of Traffic	LS	1.00	0.80	0.10	0.90	\$ 75,000.00	\$ 75,000.00	\$ 7,500.00	\$ 67,500.00	\$ 17,250.00	\$ 50,250.00						
59	Ginkgo Bilboa	EA	3.00	0.00	0.00	0.00	\$ 590.00	\$ 1,650.00	\$ -	\$ -								
60	Crape Myrtle	EA	20.00	0.00	0.00	0.00	\$ 220.00	\$ 4,400.00	\$ -	\$ -								
61	Chaste Tree	EA	24.00	0.00	0.00	0.00	\$ 220.00	\$ 5,280.00	\$ -	\$ -								
62	Elm	EA	3.00	0.00	0.00	0.00	\$ 330.00	\$ 990.00	\$ -	\$ -								
63	Autumn Embers Azalea	EA	49.00	0.00	0.00	0.00	\$ 36.00	\$ 1,862.00	\$ -	\$ -								
64	Blushing Bride Hydrangea	EA	10.00	0.00	0.00	0.00	\$ 28.00	\$ 280.00	\$ -	\$ -								
65	Soft Touch Holly	EA	31.00	0.00	0.00	0.00	\$ 27.00	\$ 837.00	\$ -	\$ -								
66	Indian Hawthorne	EA	42.00	0.00	0.00	0.00	\$ 27.00	\$ 1,134.00	\$ -	\$ -								
67	Ground Cover/ Perennials	SY	720.00	0.00	0.00	0.00	\$ 55.00	\$ 39,600.00	\$ -	\$ -								
68	Sodding	SY	5,000.00	750.00	0.00	750.00	\$ 3.50	\$ 17,500.00	\$ -	\$ 2,625.00		\$ 2,625.00						
69	6" Waterline	LF	370.00	50.00	0.00	50.00	\$ 40.00	\$ 14,800.00	\$ -	\$ 2,000.00		\$ 2,000.00						
70	Fire Hydrant Assembly	EA	5.00	5.00	0.00	5.00	\$ 4,474.00	\$ 22,370.00	\$ -	\$ 22,370.00	\$ 4,470.00	\$ 17,900.00						
71	60" Sewer MH	EA	2.00	0.00	0.00	0.00	\$ 6,440.00	\$ 12,880.00	\$ -	\$ -								
72	3/4" Water Service	EA	8.00	0.00	0.00	0.00	\$ 1,874.00	\$ 14,992.00	\$ -	\$ -								
73	Horizontal Offset	EA	1.00	0.00	0.00	0.00	\$ 4,758.00	\$ 4,758.00	\$ -	\$ -								
74	Vertical Offset	EA	3.00	1.00	0.00	1.00	\$ 4,626.00	\$ 13,878.00	\$ -	\$ 4,626.00	\$ 2,626.00	\$ 2,000.00						
75	4" Valve and Box	EA	1.00	0.00	0.00	0.00	\$ 880.00	\$ 880.00	\$ -	\$ -								
76	6" Valve and Box	EA	6.00	5.00	0.00	5.00	\$ 932.00	\$ 5,592.00	\$ -	\$ 4,660.00		\$ 4,660.00						
77	8" Valve and Box	EA	1.00	0.00	0.00	0.00	\$ 1,454.00	\$ 1,454.00	\$ -	\$ -								
78	Kicker Joint	EA	2.00	1.00	1.00	2.00	\$ 903.00	\$ 1,806.00	\$ 903.00	\$ 1,806.00		\$ 1,806.00						
79	6x6 Tee	EA	3.00	1.00	0.00	1.00	\$ 530.00	\$ 1,590.00	\$ -	\$ 530.00		\$ 530.00						
80	8" Sewer	LF	100.00	0.00	0.00	0.00	\$ 220.00	\$ 22,000.00	\$ -	\$ -								
81	4" Schedule 80 Pvc with pullwire	LF	32,000.00	23,383.00	400.00	23783.00	\$ 8.25	\$ 200,000.00	\$ 2,500.00	\$ 148,643.75							\$148,643.75	
82	Light Pole Foundations	EA	45.00	0.00	0.00	0.00	\$ 682.00	\$ 30,690.00	\$ -	\$ -								
83	4" Schedule 80 pvc (Street Lighting)	LF	4,920.00	3,450.00	140.00	3590.00	\$ 16.80	\$ 82,656.00	\$ 2,352.00	\$ 60,312.00							\$ 60,312.00	
84	Splice Box	EA	45.00	4.00	36.00	40.00	\$ 525.00	\$ 23,625.00	\$ 18,900.00	\$ 21,000.00							\$ 21,000.00	
85	Utility Vault	EA	6.00	5.00	0.00	5.00	\$ 10,500.00	\$ 63,000.00	\$ -	\$ 52,500.00							\$ 52,500.00	
86	Addendum 8" water line	LF	30.00	30.00	0.00	30.00	\$ 65.00	\$ 1,950.00	\$ -	\$ 1,950.00		\$ 1,950.00					\$ 1,950.00	
87	Addendum 8x6 Tee	EA	1.00	1.00	0.00	1.00	\$ 903.00	\$ 903.00	\$ -	\$ 903.00		\$ 903.00					\$ 903.00	

CONTRACTOR'S MONTHLY ESTIMATE FOR PAYMENT

(To Be Accompany By "Subcontractor's Application for Payment")

PROJECT SOUTH CHURCH STREET STREETSCAPE IMPROV. PHASE V SMITHFIELD, VA	APPLICATION: 15 INVOICE NO.: 7712
EN03-300-108, C502, UPC95571/93722	ESTIMATE FOR PERIOD ENDING: 2/1/2012 thru 2/29/2012
SUBCONTRACTOR: EXCEL PAVING CORP.	SUBCONTRACTOR'S ADDRESS/CONTACT: 1132 HARMONY ROAD NORFOLK, VA 23502

FROM SCHEDULE OF PRICES				TOTAL QUANTITIES REQUESTED			UNIT PRICES				ARRA	ENHANCE	URBAN	TOWN
ITEM NO.	LINE ITEM DESCRIPTION	SCHEDULED UNIT	SCHEDULED QUANTITY	PREVIOUSLY REPORTED	FOR MONTH	TOTAL TO DATE	SCHEDULED	TOTAL	TOTAL DUE	TOTAL DUE	Funding	Funding	Funding	Funding
							UNIT PRICE	CONTRACT	THIS PERIOD	TO DATE	Breakdown	Breakdown	Breakdown	Breakdown
88	Addendum 8x6 Reducer	EA	1.00	1.00	0.00	1.00	\$ 476.00	\$ 476.00	\$ -	\$ 476.00		\$ 476.00		
89	Addendum DI-3A	EA	2.00	0.00	0.00	0.00	\$ 4,861.00	\$ 9,722.00	\$ -	\$ -				
TOTALS								\$2,593,555.50	\$196,046.90	\$1,586,970.77	\$ 165,329.00	\$1,139,186.02	\$ -	\$282,455.75
ADDITIONAL WORK														
		LS	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -				
		LS	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -				
		LS	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -				
		LS	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -				
TOTALS:								\$2,593,555.50	\$196,046.90	\$1,586,970.77	\$ 165,329.00	\$1,139,186.02	\$ -	\$282,455.75

Memo

TO: Town Council Public Works Committee
FROM: William T. Hopkins, III, Director of Planning, Engineering and Public Works
DATE: March 26, 2012
RE: Invoice from REW

The adopted budget for this FY included \$147,374.75 for Scada System Upgrades for all 13 consent order sewer stations. The first phase of work was completed and billed in October 2011. The attached invoice in amount of \$29,474.75 is for final work that was completed on the 13 stations. Work on remaining stations will be completed next FY.

Staff has been very pleased with REW's work and therefore we are recommending for this invoice to be paid. Alarm systems are working as intended.

REW Corporation
3708 Adams Street
Suite E
Portsmouth VA 23703
757-686-0800
License: 2701 033089A

Contract Invoice

Invoice#: 821-10-7-2

Date: 02/29/2012

Billed To: Town of Smithfield
P.O. Box 246
Smithfield VA 23430

Project: Scada Sys upgrade/Sewer Ph1
Smithfield VA 23431

Due Date: 03/29/2012

Terms: Net 30 Days

Order#

Description	Amount
Final Progress Billing	29,474.75
Completed installation and wiring of new radios, commission new radio system, adjust antennas, ground antennas at the following pump stations: James St., Pinewood, Lakeside, Golf Course, Cypress Creek, Moonfield, Moores Creek, Wellington, Minton Way, Crescent Drive, Waterford Oaks, Canterbury, and Main Street, and connected them to the new system at the Water Treatment Plant.	
Total Contract Amount:	\$147,374.75
Less Previous Billings:	117,900.00
Total Due:	\$ 29,474.75

Notes:

004-42070-7018
W.T.H.
Pals

A service charge of 18 % per annum will be charged on all amounts overdue on regular statement dates.

Thank you for your business and prompt payment!

Non-Taxable Amount:	29,474.75
Taxable Amount:	0.00
Sales Tax:	0.00
Amount Due	29,474.75



HUNTON & WILLIAMS LLP
 RIVERFRONT PLAZA, EAST TOWER
 951 EAST BYRD STREET
 RICHMOND, VA 23219-4074
 TEL 804-788-8200
 FAX 804-788-8218
 EIN: 54-0572269

INVOICE DETAIL

**Town of Smithfield
 Smithfield, Virginia**

FILE NUMBER: 30990.000007
 INVOICE NUMBER: 101030477
 DATE: 02/22/2012

CLIENT NAME: ISLE OF WIGHT COUNTY, VIRGINIA
 CLIENT NUMBER: 30990.000007
 BILLING ATTORNEY: JOHN D. O'NEILL, JR.

CURRENT INVOICE SUMMARY:

IN FULL for professional services as bond counsel to the Town of Smithfield, Virginia (the "Town"), in connection with the issuance and delivery of the Town's \$638,907.50 General Obligation Bond, Series 2011, and delivery thereof to Isle of Wight County, Virginia (the "County"), including discussions with representatives of the Town and the County regarding the structuring of a portion of existing debt service of the County allocable to property acquired by the Town and federal tax implications thereof, preparing resolutions, notices and various closing documents, certificates and opinions, including tax certificates and other documentation reflecting the Town's use of property financed by the County on a tax-exempt basis; all correspondence, telephone calls and conferences throughout. \$15,000.00

Wiring Instructions for Hunton & Williams

Bank SunTrust Bank, Richmond, VA
 Account Name Hunton & Williams Operating
 Account No. 001458094
 ABA Transit Routing No. 061000104
 Information with Wire: John D. O'Neill, Jr.; Client No. 30990.000007
 Instruct SunTrust: Given an immediate telephone advice to Michelle Baughan (804) 787-8037

VENDOR # _____
 ACCOUNT # _____
 DEPT HEAD _____ *ed*
 TOWN MANAGER _____ *PLS*



INVOICE

P.O. Box 9188
Hampton, VA 23670-9188
757-826-8210

Invoice Number: 09-0033015

Invoice Date: 02/17/12

Bill
To: Smithfield, Town of
Attn: Ellen Minga
PO Box 246
Smithfield, VA 23431

Ship
To: Smithfield, Town of
Attn: Ellen Minga
PO Box 246
Smithfield, VA 23431

Ship Via
Ship Date
Due Date 03/18/12
Terms 1%15, Net 30

Customer ID SMIT001
P.O. Number
P.O. Date 07/27/11
Our Order No. 79101
SalesPerson Wade Harris
Department NRA

Item/Description	Equip. Serial No.	Unit	Order Qty	Quantity	Unit Price	Total Price
<u>Jimmie Minton 357-3247 New Police Station Project</u>						
AAM25KKD9AA2N CDM1250 VHF 64CH	103TMN6975	each	1	1	630.00	630.00
AAM25KKD9AA2N CDM1250 VHF 64CH	103TMN6992	each	1	1	630.00	630.00
PROGSF Programming unit at sale		each	2	2	20.00	40.00
77557 Power Supply		each	2	2	182.85	365.70
436378 Tone Remote 16CH		each	3	3	577.00	1,731.00
459309 Tone Remote Termination Panel		each	2	2	577.00	1,154.00
19422 TR70- Phone Style Remote Cntrl		each	1	1	386.25	386.25
Transferred to page 2.....						4,936.95

PAGE 1

BASE RADIOS AND
PHONE STYLE REMOTES
AND POWER SUPPLIES

VENDOR # 100-43200-8100
ACCOUNT # _____
DEPT HEAD CAF
TOWN MANAGER PLS



INVOICE

Page: 2

P.O. Box 9188
 Hampton, VA 23670-9188
 757-826-8210

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Ship Via
 Ship Date
 Due Date 03/18/12
 Terms 1%15, Net 30

Customer ID SMIT001
 P.O. Number
 P.O. Date 07/27/11
 Our Order No. 79101
 SalesPerson Wade Harris
 Department NRA

Item/Description	Equip. Serial No.	Unit	Order Qty	Quantity	Unit Price	Total Price
Transferred from page 1.....						4,936.95
59520 Low Loss RG8, LMR400		each	150	150	1.48	222.00
15577 Polyphaser		each	3	3	59.95	179.85
14515 N Male Crimp Connector		each	6	6	6.44	38.64
44728 N Female Connector-Crimp		each	6	6	8.10	48.80
494625 Wall Mount Brkt. 18"		each	3	3	37.00	111.00
414017 Ground Rod - 5/8"x8'		each	1	1	23.00	23.00
442002 1 Shot Cadweld #2 Stranded		each	4	4	13.02	52.08
442002 1 Shot Cadweld #2 Stranded		each	2	2	13.02	26.04
Transferred to page 3.....						5,638.16

*PAGE 2
 RADIO CABLE AND
 CONNECTORS FOR
 ANTENNA ON BUILDING*



INVOICE

Page: 3

P.O. Box 9188
Hampton, VA 23670-9188
757-826-8210

Invoice Number: 09-0033015

Invoice Date: 02/17/12

Bill To: Smithfield, Town of
Attn: Ellen Minga
PO Box 246
Smithfield, VA 23431

Ship To: Smithfield, Town of
Attn: Ellen Minga
PO Box 246
Smithfield, VA 23431

*PAGE 3
GROUND WIRE,
MAST, AND RACK
FOR ROOMS IN SERVER
ROOM*

*MAST IS ATTACHED TO
OUTSIDE BUILDING
LADDER FOR 2 INSTALLERS*

Ship Via
Ship Date
Due Date 03/18/12
Terms 1%15, Net 30

Customer ID SMIT001
P.O. Number
P.O. Date 07/27/11
Our Order No. 79101
SalesPerson Wade Harris
Department NRA

Item/Description	Equip. Serial No.	Unit	Order Qty	Quantity	Unit Price	Total Price
Transferred from page 2.....						5,638.16
22061507 THHN-2-STR-GRN Wire		Foot	50	50	1.68	84.00
MISC HARDWARE Cable Jumper N-Type to Mini-U		each	3	3	23.50	70.50
MISC HARDWARE 4' Pipe		each	3	3	18.00	54.00
MISC HARDWARE Fasteners, Ties & Clamps		each	1	1	125.00	125.00
MISC HARDWARE Rack, Shelves & Cat 5 Cable		each	1	1	800.00	800.00
INSTALL 2 Installers x 2 Days		each	56	56	75.00	4,200.00
3 Installers for 1 Day						
FIELD Field Tech x 1 Day		Hourly	8	8	115.00	920.00
Transferred to page 4.....						11,891.66



INVOICE

P.O. Box 9188
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757-826-8210

Invoice Number: 09-0033015

Invoice Date: 02/17/12

Bill
To: Smithfield, Town of
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To: Smithfield, Town of
Attn: Ellen Minga
PO Box 246
Smithfield, VA 23431

Ship Via
Ship Date
Due Date 03/18/12
Terms 1%15, Net 30

Customer ID SMIT001
P.O. Number
P.O. Date 07/27/11
Our Order No. 79101
SalesPerson Wade Harris
Department NRA

Item/Description	Equip. Serial No.	Unit	Order Qty	Quantity	Unit Price	Total Price
Transferred from page 3.....						11,891.66
SHIP EST		each	1	1	95.00	95.00
Shipping & Handling estimate						
Pull Cables for camera, remotes door locks						
Run cables from server room to offices and camera locations						
run cables for remotes and power cables for the cameras						
Terminate Cat 5e at wall jacks						
Install wall mount						
install antenna brackets and mount rack in the server room						
42966 156-162 Unity Fiberglass		each	2	2	170.00	340.00
Transferred to page 5.....						12,326.66

PAGE 4
CABLE PULLING
(LABOR)
FOR CAMERAS
AND TO PREP DOORS
FOR ACCESS CONTROL
SYSTEM
2 FIBERGLASS ANTENNAS FOR RACKS





INVOICE

Page: 7

P.O. Box 9188
Hampton, VA 23670-9188
757-826-8210

Invoice Number: 09-0033015

Invoice Date: 02/17/12

Bill

To: Smithfield, Town of
Attn: Ellen Minga
PO Box 246
Smithfield, VA 23431

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To: Smithfield, Town of
Attn: Ellen Minga
PO Box 246
Smithfield, VA 23431

Ship Via
Ship Date
Due Date 03/18/12
Terms 1%15, Net 30

Customer ID SMIT001
P.O. Number
P.O. Date 07/27/11
Our Order No. 79101
SalesPerson Wade Harris
Department NRA

Item/Description	Equip. Serial No.	Unit	Order Qty	Quantity	Unit Price	Total Price
Transferred from page 6..... Checked wiring for remotes no problems noted						12,671.44
Configured remotes to allow volume to be reduced to zero						
Assited with installation of remotes Travell time back to shop						
465020 Rackmount Power Strip, Rear		each	1	1	71.80	71.80

*PAGE 7
POWER STRIP
MOUNTED ON RACK
ADJUST REMOTES
AT STATIONS(DESK)
FOR VOLUME AND GAIN
CONTROL*

Amount Subject to Sales Tax 0.00
Amount Exempt from Sales Tax 12,743.24

Subtotal: 12,743.24
Invoice Discount: 0.00
Sales Tax: 0.00

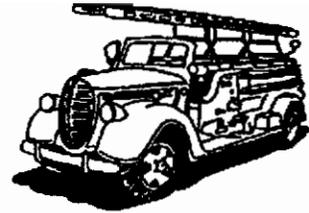
Total: 12,743.24

Smithfield Volunteer Fire Department, Inc.

P.O. Box 117

Smithfield, Va. 23431

Phone 757-357-3231



To: Ellen Minga, Treasurer
From: H. Jerry Hackney, Deputy Chief
Date: 06 March, 2012
Re: Fuel funds

Ellen,

I am requesting that the Town release the funds from the account Fuel Fund and Travel in the amount of \$12,989.75 and forward a check to the department. These funds will then be distributed, by our treasurer, to our members in good standing, based on their individual responses in the calendar year 2011.

If you have any questions or concerns, please feel free to contact me at 757.416.2840.

Respectfully,

A handwritten signature in cursive that reads "Jerry".

H. Jerry Hackney, Deputy Chief

VENDOR # _____
ACCOUNT # _____
DEPT HEAD ed
TOWN MANAGER PLS

CC: Jason Stallings, Fire Chief
Jason Edwards, President

Preservation Virginia (APVA)
PO Box 325
Smithfield, Va 23431

To the Finance Committee of Smithfield Town Council,

On behalf of the Isle of Wight Branch of the APVA/Preservation Virginia I would like to thank you for your past financial support of the 1750 Courthouse. The local branch has had a number of special events at the courthouse to not only attract tourists and local people to the courthouse, but to the Historic District of Smithfield as well.

Our premier event is given each October during Town & Country day when we hold court in the Old Courthouse and present a trial as it would have been conducted in the 18th century during the rule of George II. Doris Rae Gwaltney, Verne and Bob Edwards have researched actual court cases in Isle of Wight prior to 1776 and written the script (based on an actual case). We have been supported by interested citizens of the county to assume the roles of the various characters in the trial. We had capacity audiences for all four of our presentations in 2010.

In order to encourage visitation to our historic building, we have never charged an admission fee when we are open or for any of our special events.

In order to work with other organizations in the town, we make the courthouse available at no charge to the American Legion for their oratorical competition for students each January. We have also made it available each summer for the local dog show to be held on the grounds and the building itself for individual groups like the Master Gardeners. To assist the local merchants we have been open each second Friday of the month for SMARTS and offered the courthouse to an artist or musical group.

Our primary source of revenue is the rental of the Clerk's Office. We now have enough volunteer docents to be open to visitors every day, however, we do have paid docents on Friday, Saturday, and Sunday afternoon (when visitation is the highest). Each year the State has reduced their support because of diminished revenue. We were recently informed that after 2012 the HQ will no longer return 50% of membership dues to the branch as in the past and we will have to charge separate due. The local branch is now responsible for All of our expenses including maintenance of the building itself.

As you can see, your financial support is even more important. Your donation of \$5,000 will continue to assist the local branch in interpretation of the court house for visitors and provide quality programs for special events in the town.

Sincerely,

A handwritten signature in black ink that reads "Lanny C. Hinson". The signature is written in a cursive, flowing style.

Lanny C Hinson, DDS Director, Isle of Wight Branch

DATE MARCH 26, 2012
TO: SMITHFIELD TOWN COUNCIL- PUBLIC WORKS COMMITTEE
FROM WILLIAM T. HOPKINS, III
DIR. OF PLANNING, ENGINEERING, & PUBLIC WORKS
SUBJECT LANDSCAPING CONTRACT PROPOSAL

The landscaping contract for Windsor Castle Park will expire on June 21, 2012 and the landscaping contract for all other areas in town will expire March 31, 2012. The town issued a RPF to combine both contracts beginning June 22, 2012 and we received four proposals as follows:

Southern Shores Lawn and Landscape Rescue, VA	\$1809.84/month
Brown's Lawn and Tractor Smithfield, VA	\$1985/month
Shiloh Mulch and Landscape Suffolk, VA	\$2150/month
Clean Cut Image Lawn and Landscape Suffolk, Virginia	\$2215/month

The previous contract amounts were \$2240/ month. I met with Mr. Rudy, General Manager of Southern Shores to make sure he was aware of all areas that are to be maintained in this contract and I contacted all his references. All references were extremely positive and therefore I recommend the landscaping contract be awarded to Southern Shores Lawn and Landscape. The town will reserve the right to extend the contract four additional years.

DATE MARCH 23, 2012
TO SMITHFIELD TOWN COUNCIL- PUBLIC WORKS COMMITTEE
FROM WILLIAM T. HOPKINS, III
DIR. OF PLANNING, ENGINEERING, & PUBLIC WORKS
SUBJECT STREET MAINTENANCE CONTRACT

Each year the town engages the services of a street maintenance contractor. The town had a contract with The Blair Brothers for the 2011/2012 fiscal year and the town reserves the right to renew the contract for two additional years. The current contract will expire April 7, 2012.

The street maintenance contract includes the following type of work:

Sidewalk Repairs and traffic controls as required.

Clearing and grading roadway and outfall ditches which include seeding and erosion & sedimentation controls, i.e. silt fence, straw bales, etc. Traffic controls as required.

Road Repairs and patching which includes traffic controls.

Road Overlay with 1 ½ to 2 inches of SM2-9.5 A asphalt. Traffic controls as required.

Staff has been pleased with their work and therefore we are recommending that this contract be extended one additional year.

DATE MARCH 23, 2012

TO SMITHFIELD TOWN COUNCIL- PUBLIC WORKS COMMITTEE

FROM WILLIAM T. HOPKINS, III
DIRECTOR OF PLANNING, ENGINEERING, & PUBLIC WORKS

SUBJECT MOWING CONTRACT RENEWAL FOR WINDSOR CASTLE

The town has a contract with Brown's Lawn and Tractor Service for the 2011/2012 fiscal year and the town reserves the right to renew the contract three additional years. The current contract will expire June 24, 2012.

The maintenance operations includes: trash pickup, trimming, mowing, blowing off all hard surfaced areas and edging as needed. Grass will be mowed every 10 days at a cost of \$900 per mowing (same as last year). In event of drought and park does not need to be mowed, a crew will be on site that day to go over park and make sure trash is picked up and professional appearance of park is maintained.

Staff has been pleased with their work and therefore we are recommending that this contract be extended one more year.

**AGREEMENT BETWEEN
THE TOWN OF SMITHFIELD
AND
ISLE OF WIGHT COUNTY**

THIS AGREEMENT is made and entered into on the ____ day of _____, 2012 by and between the Town of Smithfield, Virginia (hereinafter the "Town") and Isle of Wight County, Virginia (hereinafter the "County"). The Town and County may hereinafter be referred to individually as a "Party" or jointly as the "Parties".

WITNESSETH:

WHEREAS, the Parties entered into a Memorandum of Understanding, dated April 3, 2007, (the "MOU") for the purposes of relocating the residents living in the Pinewood Heights Subdivision located within the Town limits; and

WHEREAS, the Town has requested that the County reallocate funding from the funds committed by the County for relocation purposes to acquisition purposes.

NOW, THEREFORE, in consideration of these premises and the mutual covenants and conditions herein contained, the Parties agree as follows:

1. The remaining funds originally set aside in the MOU for relocation purposes, in an amount of Twenty-One Thousand Nine Hundred Twenty-Nine Dollars and Thirty-Seven Cents (\$21,929.37), are hereby reallocated for acquisition purposes, all in accordance with the terms and conditions of the MOU.
2. The Parties agree that this Agreement shall be deemed to have been made in Virginia and that the validity and construction of this Agreement shall be governed by the laws of the Commonwealth of Virginia. The Parties further agree that any legal action or proceeding out of this Agreement shall be commenced and tried in the Circuit Court of Isle of Wight County to the express exclusion of any otherwise permissible forum.

IN WITNESS WHEREOF the Parties have each executed this Agreement to be effective on the date first written above.

Isle of Wight County
Board of Supervisors

Town of Smithfield
Town Council

By: _____
Alan E. Casteen, Chairman

By: _____
David M. Hare, Mayor

Attest:

By: _____
Carey Mills Storm, Clerk

By: _____
Lesley Greer, Clerk

Approved as to Form:

By: _____
Mark C. Popovich
County Attorney

By: _____
William H. Riddick
Town Attorney

**PINEWOOD HEIGHTS PHASE II
REDEVELOPMENT PROJECT
PROPERTY ACQUISITION PLAN**

April 3, 2012

Project Overview

The Town of Smithfield was awarded a 2010 Community Development Block Grant (CDBG) Planning Grant for the Phase II project area of the Pinewood Heights neighborhood (please see attached Project Area Map). Funds for the Planning Grant are also being contributed by the Town of Smithfield. Please refer to the attached map for the project location.

The purpose of the project is to improve the living conditions for all those living in the Pinewood Heights neighborhood through the provision of property acquisition and residential relocation activities as well as property clearance. The proposed Phase 2 project calls for the acquisition and demolition of sixteen (16) housing units including eight (8) duplexes, and the acquisition of two (2) vacant lots. It also requires the voluntary permanent relocation of said sixteen (16) households. However, as of January, 2011, communication with every Phase II owner has determined that all sixteen (16) housing units are occupied including nine (9) home owners and seven (7) tenant households.

When the Community Improvement Grant (CIG) application for Phase I was first submitted, the area qualified as a redevelopment area under Title 36 of the Code of Virginia. The determination was based on substandard housing conditions, infrastructure deficiencies, and serious environmental problems including noise, odors and dust associated with the neighborhood being surrounded by industrial uses including a meat packing plant and a heavy trucking operation. Since application submission, redevelopment legislation in Virginia has changed and the project has become completely voluntary. Eminent domain proceedings will not be implemented and all acquisitions by the Town will be accomplished via willing sellers.

As this is a voluntary acquisition and relocation program, there is no longer a need for the Town of Smithfield to seek assistance from the Williamsburg Redevelopment and Housing Authority in the implementation of its property acquisition program if the Town fails to reach an agreement with the current property owners. Smithfield entered into an agreement with Community Planning Partners, Inc. to provide services related to property acquisition and residential relocation. Acquisition and relocation activities began in the summer of 2007 with Phase I and are on-going. Not a single Pinewood Heights resident will be displaced from their home until they have been provided a decent, safe and sanitary relocation resource.

Acquisition

All activities mentioned in the Property Acquisition Plan will take into account both URA and DHCD requirements. The following procedures will be followed as part of the Town's Acquisition program:

- 1) Neighborhood residents and property owners will be advised of the property acquisition and relocation process during neighborhood meetings in February 2011 as well as immediately after a successful funding decision has been made regarding the Town's Phase II application. Each person attending the meeting will receive the appropriate HUD publications depending on their ownership status – HUD *“Relocation Assistance to Tenants Displaced from their Homes”*; HUD *“Relocation Assistance to Displaced Homeowners”*; HUD *“When A Public Agency Acquires Your Property”*.
- 2) A “Preliminary Acquisition Notice” will be sent to all property owners notifying them of the Town's intent to acquire each property. The notice will be mailed certified mail with return receipt to document the action. The *“When A Public Agency Acquires Your Property”* brochure will be enclosed.
- 3) An “Invitation to Accompany Appraiser” will be sent to all property owners at least seven (7) days prior to the Appraiser's visit notifying each household of the upcoming visit. The Appraiser will communicate his pending visit by certified mail or certifying signature from the resident that such an attempt was made.
- 4) Appraiser will make a cursory physical inspection of the subject sites as well as visual inspections of both the interior and exterior of all improvements. Appraiser will submit uniform residential appraisal report to Town Manager as well as Acquisition and Relocation Specialist
- 5) Acquisition and Relocation Specialist will send the Appraisal Report via e-mail to the Review Appraiser, in this case the Isle of Wight County Commission of the Revenue.
 - a. If the initial fair market value determination is greater than \$150,000, DHCD must be notified by the Grant Manager within five working days as it reserves the right to require the Commissioner to conduct a field review;
 - b. If the Review Appraiser disagrees with the determination, he will send a letter to the Appraiser requesting a re-examination of the property

(with a copy going directly to the Grant Manager and the DHCD Community Development Specialist).

- c. If the Review Appraiser agrees with the determination, he will send the “Review of Appraisal Report” letter to the Town Manager stating he evaluated the appraisal and agrees with the determination.
 - d. Only one desk review may be conducted per property without the prior approval of DHCD;
- 6) Town Manager sends the “Written Offer to Purchase” letter with the “Statement of the Basis for the Determination of Just Compensation” as an enclosure to the property owner.
 - 7) Negotiations between the property owner and the Acquisition and Relocation Specialist begin the day after the “Written Offer to Purchase” letter is executed by the Town Manager.
 - 8) If property owner declines Town’s offer, then a statement is signed signifying the owner’s refusal. If accepted, Acquisition and Relocation Specialist will mail the owner an “Acceptance of Town’s Offer to Purchase” which signifies the owner’s acceptance of the Town’s purchase offer. This letter is held in the file and a copy forwarded to the Town Attorney’s office.
 - 9) Title Searches are ordered on all properties to be purchased by the Town and is completed by the Town Attorney’s office.
 - 10) The Town Treasurer sends a check in the amount of the agreed upon purchase price to the Town Attorney’s office. The Town Attorney pays off all liens and payments on the property and closes on the property with the property owner. The deed is filed with Isle of Wight County and concludes the acquisition process.
 - 11) Along with the drawdown request for the associated acquisition costs, the Town must submit copies of the review appraisal and the US HUD Settlement Statement; and
 - 12) DHCD reserves the right to withdraw this waiver at any future date, to become responsible for the review appraisals, and to invoice the Town for the review appraiser’s fee as a CDBG eligible cost.

Town Council will authorize the Town Manager to negotiate, on a case by case basis and if needed, up to a set percentage of fair market value with all willing sellers in the project area.

Properties to be Acquired in Phase II

Please see the attached spreadsheet Real Property Ownership / Proposed Acquisition Program which identifies all properties to be acquired, including name of each property owner, property address, and legal address.

Prioritization of Properties

After much deliberation, the Phase II Management Team has decided to prioritize its acquisition and relocation efforts by starting at the intersection of Pinewood Drive and Carver Avenue and work its way westward towards the end of the Carver Avenue cul-de-sac. In essence, efforts will begin at 39 Carver and conclude at 111 Carver Avenue. At first, the Management Team attempted to prioritize the properties based on a point system, similar to that of a housing rehab project as set forth in the CDBG Grant Management Manual. However, it became extremely troublesome since the household characteristics of the neighborhood are extremely similar. It was then requested by all three Management Team Sparkplugs that the Town proceed with implementation from one end of the street to the other. The prime reason for this implementation method is to ensure that both sides of the duplex are acquired and relocated rather than having several structures where one half is vacant and the other is occupied. There were several instances in Phase I where this occurred and it became a safety and welfare issue. Even though the vacant half was boarded up, there were still numerous break-ins and calls to the Smithfield Police. The three Sparkplugs were adamant that the Town learn from Phase I and not allow this to happen again. All three were extremely concerned about the safety of the Phase II residents, most of whom are female and elderly. It is in the best interest of the Town and, most importantly, the residents to ensure these events do not happen again. The Phase II Management Team, however, retains the authority to differ from this method on a case-by-case basis and in only the most dire of situations.

Timeline

The timeline for the commencement and completion of the project will be found in the *Project Management Plan—Pinewood Heights Phase II, as amended from time to time*.

Complaint and Appeals Process

The required complaint and appeals process will be found, and will be available for review, at the Town Manager / Town Clerk's Office and may be reviewed during normal business hours which are Monday through Friday from 9:00am to 5:00pm.

The Town shall promptly review complaints and appeals. Written complaints and appeals shall be considered regardless of form. If the person needs assistance in filing one, the Town shall provide appropriate assistance.

Actions That May Be Appealed

Persons being displaced may file an appeal if they believe the Town has:

- Made a mistake in determining eligibility for payment;
- Made an error in figuring the amount of payment;
- Been unfair in refusing to waive the time limit for filing a claim or the purchase and occupancy requirements;
- Not provided a reasonable choice of comparable replacement housing;
- Not properly inspected the replacement housing; or
- Failed to comply with the provisions concerning the notice of right to continue in occupancy.

Levels of Appeal

There are three levels of appeal. First, an appeal is filed with the Town Manager or the local governing body of the Grantee. This appeal must be written. The second level of appeal is to DHCD. The third level is to the courts.

Time Limit

The time limit for a person to file an appeal is sixty (60) days after the person receives the written notification of the Town's determination.

Right to Legal Counsel

The person filing the Appeal has a right to legal counsel or other representation, but solely at the person's own expense.

Grantee Review and Determination

The Town official conducting the review of the appeal shall be either the Town Manager or his or her authorized designee. However, the official shall not have been directly involved in the action appealed.

The Town shall notify the person of its written determination including an explanation on which the decision was made. The Town shall advise the person of his or her right appeal to DHCD.

Recordkeeping

Acquisition documentation will be kept in separate files maintained by the Acquisition and Relocation Specialist. Once a file is completed, it will be transferred to the Town Manager / Town Clerk Office in Smithfield for record keeping.

Peter M. Stephenson, Town Manager

Date

PROJECT AREA BOUNDARY
 Pinewood Heights Phase II Redevelopment Project
 Town of Smithfield, Virginia

LEGEND
 - - - - - PHASE II AREA BOUNDARY



* Neighborhood is
 100% African-American



January, 2011
 COMMUNITY PLANNING PARTNERS, INC

PINEWOOD HEIGHTS PHASE II REDEVELOPMENT PROJECT**Real Property Ownership / Proposed Acquisition Program****Smithfield, Virginia**

Parcel #	Property Address	Property Owner	Legal/Mailing Address
21A-02-038	39 Carver Avenue	Salokin Properties, LLC	5840 Old Myrtle Road, Suffolk VA 23434
21A-02-039	40 Carver Avenue	Salokin Properties, LLC	5840 Old Myrtle Road, Suffolk VA 23434
21A-02-040	41 Carver Avenue	Urquhart, Helena B	PO Box 285 / 41 Carver Avenue, Smithfield VA 23430
21A-02-041	42 Carver Avenue	Taliaferro, Frances	3221 Fort Huger Road, Smithfield VA 23430
21A-02-042	43 Carver Avenue	Taliaferro, Frances	3221 Fort Huger Road, Smithfield VA 23430
21A-02-043	44 Carver Avenue	Elliott Douglas E & Kathy Ann	44 Carver Avenue, Smithfield VA 23430
21A-02-044	45 Carver Avenue	Coston Carrie T	45 Carver Avenue, Smithfield VA 23430
21A-02-045	46 Carver Avenue	Parker Margaret S	46 Carver Avenue, Smithfield VA 23430
21A-02-046	47 Carver Avenue	Bailey Shirley M	47 Carver Avenue, Smithfield VA 23430
21A-02-047	48 Carver Avenue	Phelps, Guy E	444 Clearfield Avenue, Chesapeake VA 23320
21A-02-050	51 Carver Avenue	Diggs, Cynthia O	51 Carver Avenue, Smithfield VA 23430
21A-02-051	52 Carver Avenue	Greene Margaret R & Tasha L	52 Carver Avenue, Smithfield VA 23430
21A-02-052	53 Carver Avenue	Mason, Mary J	53 Carver Avenue, Smithfield VA 23430
21A-02-053	54 Carver Avenue	Brown, Lillie	54 Carver Avenue, Smithfield VA 23430
21A-02-110	110 Carver Avenue	Robinson Henderson Sr & Evelyn	21102 Tan Road, Smithfield VA 23430
21A-02-111	111 Carver Avenue	Robinson Henderson Sr & Evelyn	21102 Tan Road, Smithfield VA 23430
21A-02-049	Carver Ave Parcel	Miller, Chris	101 Montrose Drive, Hampton VA 23666
21A-02-048	Carver Ave Parcel	Copeland Horton D Jr & Judith A	1874 Cherry Grove Road North, Suffolk VA 23432

**PINEWOOD HEIGHTS PHASE II
REDEVELOPMENT PROJECT
RESIDENTIAL RELOCATION ASSISTANCE PLAN**

April 3, 2012

Project Overview

The Town of Smithfield was awarded a 2010 Community Development Block Grant (CDBG) Planning Grant for the Phase II project area of the Pinewood Heights neighborhood (please see attached Project Area Map). Funds for the Planning Grant are also being contributed by the Town of Smithfield. Please refer to the attached map for the project location.

The purpose of the project is to improve the living conditions for all those living in the Pinewood Heights neighborhood through the provision of property acquisition and residential relocation activities as well as property clearance. The proposed Phase 2 project calls for the acquisition and demolition of sixteen (16) housing units including eight (8) duplexes, and the acquisition of two (2) vacant lots. It also requires the voluntary permanent relocation of said sixteen (16) households. However, as of January, 2011, communication with every Phase II owner has determined that all sixteen (16) housing units are occupied including nine (9) home owners and seven (7) tenant households.

When the Community Improvement Grant (CIG) application for Phase I was first submitted, the area qualified as a redevelopment area under Title 36 of the Code of Virginia. The determination was based on substandard housing conditions, infrastructure deficiencies, and serious environmental problems including noise, odors and dust associated with the neighborhood being surrounded by industrial uses including a meat packing plant and a heavy trucking operation. Since application submission, redevelopment legislation in Virginia has changed and the project has become completely voluntary. Eminent domain proceedings will not be implemented and all acquisitions by the Town will be accomplished via willing sellers.

As this is a voluntary acquisition and relocation program, there is no longer a need for the Town of Smithfield to seek assistance from the Williamsburg Redevelopment and Housing Authority in the implementation of its property acquisition program if the Town fails to reach an agreement with the current property owners. Smithfield entered into an agreement with Community Planning Partners, Inc. to provide services related to property acquisition and residential relocation. Acquisition and relocation activities began in the summer of 2007 with Phase I and are on-going. Not a single Pinewood Heights resident will be displaced from their home until they have been provided a decent, safe and sanitary relocation resource.

Relocation

Funding for residential relocation assistance includes CDBG funds, Town funds, and Section 8 Vouchers. Since residential relocation activities will be implemented in part with Federal funds, and in addition to the *Grant Management Manual*, full compliance will be required of the *Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970* (URA), as amended. The Town of Smithfield will have the ultimate administrative responsibility for all acquisition and relocation activities, with assistance from the Acquisition and Relocation Specialist.

Relocation benefits will include financial compensation as well as advisory services including direct counseling assistance, referrals, homeownership assistance/training, and other services as needed to minimize the impact of the move.

If an owner does not currently have a mortgage, then the relocation payment will be sufficient to acquire a comparable dwelling without incurring a mortgage. Rent differential is the difference between a household's current rent and the rent they would pay for a comparable replacement rental unit. The rent differential will be paid for a period of 42 months.

If a person violates the standard procedures required by the *Uniform Act*, such as entering into a lease agreement without the inspection and approval of the Building Official, they can lose their right to the relocation benefits, especially if the Building Official determines the replacement housing is substandard. The URA process will be reviewed with the household both in group format at neighborhood meetings as well as individually when the Acquisition and Relocation Specialist meets one-on-one with the household to obtain household information.

In such cases, the Acquisition and Relocation Specialist must inform the claimant why the claim is being denied, indicate any assistance available for bringing the current unit up to code, and the on-going opportunity to qualify for assistance by moving to a standard unit, providing the move is completed within twelve (12) months of the date of removal from the acquired dwelling or receipt of final payment (if owner-occupant), whichever is later; and that the claim is submitted within eighteen (18) months of the completion of the move.

In any instance in which payments are not made, the Town must be able to fully document its efforts to provide payments, the reasons payments were not made, and signed waivers of payment if possible.

Moving Expenses Payment Schedule

All relocation payments will be calculated using the equations provided in the *Uniform Act*. Both owners and renters will be compensated for reasonable moving expenses based upon actual documented cost incurred or in using the US DOT/FWA's URA Fixed Residential Moving Cost Schedule, as updated from time to time, for the Commonwealth of Virginia based on the number of rooms of furniture in the acquired unit.

Payments for actual documented costs will be made to the relocate within thirty (30) days following the submission of sufficient documentation to support the claim. Advance payments will be made where they would avoid or reduce a hardship. The relocate must certify that he or she understands that documentation must be provided showing that the advance payment was used for the purpose intended. The Town will have the recipient sign a certification, acknowledging receipt of relocation payments.

Along with the drawdown request for the relocation costs, the Town must submit copies of the associated Individual Household Calculations for Relocation Assistance.

Housing Quality Standards

Using the DHCD HQS inspection form, all relocation resources must be inspected and certified by the Isle of Wight County Director of Inspections that they meet minimum DHCD housing quality standards (HQS), free of architectural barriers, if serving a disabled person, and are functionally equivalent to the dwelling being vacated.

General Relocation Preferences

A question posed to the residents in the door-to-door survey that was conducted to ask the residents to identify where they would prefer to relocate and what type of replacement home they would prefer. This issue was discussed during subsequent neighborhood meetings and as additional opportunities presented themselves. The majority of residents were interested in staying in or close to Smithfield as they have connections to work, school, personal services, and shopping.

General Relocation Plan and Relocation Resources

Options for relocation resources will continue to be explored in the coming months. Increased contact will continue with local builders of affordable homes and local realtors to target available building sites as well as existing standard properties for sale that are comparable and can be considered as relocation resources.

After receiving in-depth, one-on-one counseling by the Acquisition and Relocation Specialist, each household will be assisted and referred to the most suitable

housing resources. The Acquisition and Relocation Specialist will meet with each household to be relocated, determine family composition, existing household financial situation, and further review the specific relocation needs and preferences of each household. According to DHCD requirements, three relocation resources must be listed if they are available. The Acquisition and Relocation Specialist will explain the steps and procedures per the *Uniform Act* to each household, provide all required notices by certified mail, review moving expenses, provide needed counseling services and referrals, and work with those households interested in homeownership.

Barbara Wiggins, Executive Director of Providential Credit Care Management, Inc. will have the lead responsibility in working with those families to determine their eligibility for homeownership and in assisting them as needed to become potential homebuyers. The first-time homeowner may use their URA benefits as a downpayment on a home. Ms. Wiggins will be looking at public and private mortgage lenders, VHDA, and others to assist in originating loans of a more difficult nature.

Three (3) of the rental properties in Phase II are currently renting under the Section 8 Housing Voucher program as administered by Isle of Wight County. The vouchers will transfer with the relocated tenant when a relocation unit is identified with a Section 8 landlord. Additional tenants may be identified to receive Section 8 rental assistance during the household interview for relocation. The Section 8 administrators maintain lists of landlords throughout the County as do local real estate offices. These two resources will be invaluable in identifying rental units.

A satisfactory credit and employment history will be important factors in assisting Pinewood Heights' households into starter homes, for-sale units, and standard rental properties. New housing options are likely to require some form of approved lender financing based on individual creditworthiness. The URA assistance, however, would provide a substantial downpayment, reducing risk to prospective lenders and helping the borrower more readily qualify for a mortgage.

Replacement Units

As LMI dwelling units are being demolished, there will a one-for-one replacement for them within the Town's jurisdiction to the extent feasible. The replacement units will be comparable in size and number to those demolished so that at least the same number of individuals can be housed in the replacement units. If a LMI household is relocated into a smaller dwelling unit it is because it is consistent with the housing needs of the household.

Detailed Household Relocation Plans

A detailed relocation plan for each household will be submitted along with the draw request for relocation funds. At a minimum, the plan will identify the client name(s), tenure/relocation benefits, relocation eligibility, client preferences & needs, and planned replacement unit.

Timeline

The timeline for the commencement and completion of the project will be found in the *Project Management Plan—Pinewood Heights Phase II, as amended from time to time*.

Complaint and Appeals Process

The required complaint and appeals process will be found, and will be available for review, at the Town Manager / Town Clerk's Office and may be reviewed during normal business hours which are Monday through Friday from 9:00am to 5:00pm.

The Town shall promptly review complaints and appeals. Written complaints and appeals shall be considered regardless of form. If the person needs assistance in filing one, the Town shall provide appropriate assistance.

Actions That May Be Appealed

Persons being displaced may file an appeal if they believe the Town has:

- Made a mistake in determining eligibility for payment;
- Made an error in figuring the amount of payment;
- Been unfair in refusing to waive the time limit for filing a claim or the purchase and occupancy requirements;
- Not provided a reasonable choice of comparable replacement housing;
- Not properly inspected the replacement housing; or
- Failed to comply with the provisions concerning the notice of right to continue in occupancy.

Levels of Appeal

There are three levels of appeal. First, an appeal is filed with the Town Manager or the local governing body of the Grantee. This appeal must be written. The second level of appeal is to DHCD. The third level is to the courts.

Time Limit

The time limit for a person to file an appeal is sixty (60) days after the person receives the written notification of the Town’s determination.

Right to Legal Counsel

The person filing the Appeal has a right to legal counsel or other representation, but solely at the person's own expense.

Grantee Review and Determination

The Town official conducting the review of the appeal shall be either the Town Manager or his or her authorized designee. However, the official shall not have been directly involved in the action appealed.

The Town shall notify the person of its written determination including an explanation on which the decision was made. The Town shall advise the person of his or her right appeal to DHCD.

Recordkeeping

Acquisition documentation will be kept in separate files maintained by the Acquisition and Relocation Specialist. Once a file is completed, it will be transferred to the Town Manager / Town Clerk Office in Smithfield for record keeping.

Regarding the sensitive and confidential nature of Section 8 tenants and their files, the Isle of Wight County Section 8 Coordinator will provide, as documentation, an executed letter on County letterhead which states the current address, tenant name, and Section 8 contribution. The Coordinator will also provide the front sheet of the inspection form which states that the relocation unit of each Section 8 tenant is a decent, safe, and sanitary dwelling

Peter M. Stephenson, Town Manager

Date

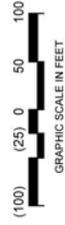
PROJECT AREA BOUNDARY
 Pinewood Heights Phase II Redevelopment Project
 Town of Smithfield, Virginia

LEGEND

--- PHASE II AREA BOUNDARY



* Neighborhood is
 100% African-American



January, 2011

COMMUNITY PLANNING PARTNERS, INC

**PINEWOOD HEIGHTS PHASE II
REDEVELOPMENT PROJECT
PROPERTY DISPOSITION PLAN**

April 3, 2012

Project Overview

The Town of Smithfield was awarded a 2010 Community Development Block Grant (CDBG) Planning Grant for the Phase II project area of the Pinewood Heights neighborhood (please see attached Project Area Map). Funds for the Planning Grant are also being contributed by the Town of Smithfield. Please refer to the attached map for the project location.

The purpose of the project is to improve the living conditions for all those living in the Pinewood Heights neighborhood through the provision of property acquisition and residential relocation activities as well as property clearance. The proposed Phase 2 project calls for the acquisition and demolition of sixteen (16) housing units including eight (8) duplexes, and the acquisition of two (2) vacant lots. It also requires the voluntary permanent relocation of said sixteen (16) households. However, as of January, 2011, communication with every Phase II owner has determined that all sixteen (16) housing units are occupied including nine (9) home owners and seven (7) tenant households.

When the Community Improvement Grant (CIG) application for Phase I was first submitted, the area qualified as a redevelopment area under Title 36 of the Code of Virginia. The determination was based on substandard housing conditions, infrastructure deficiencies, and serious environmental problems including noise, odors and dust associated with the neighborhood being surrounded by industrial uses including a meat packing plant and a heavy trucking operation. Since application submission, redevelopment legislation in Virginia has changed and the project has become completely voluntary. Eminent domain proceedings will not be implemented and all acquisitions by the Town will be accomplished via willing sellers.

As this is a voluntary acquisition and relocation program, there is no longer a need for the Town of Smithfield to seek assistance from the Williamsburg Redevelopment and Housing Authority in the implementation of its property acquisition program if the Town fails to reach an agreement with the current property owners. Smithfield entered into an agreement with Community Planning Partners, Inc. to provide services related to property acquisition and residential relocation. Acquisition and relocation activities began in the summer of 2007 with Phase I and are on-going. Not a single Pinewood Heights resident will be displaced from their home until they have been provided a decent, safe and sanitary relocation resource.

Disposition activities will be completed in accordance with the *Redevelopment Plan for the Pinewood Heights Redevelopment Area*, the *Program Income Plan*, and the *Grant Management Manual*.

Return on Investment

LAND DISPOSITION — INDUSTRIAL USE PROPERTY

A total of 2.58 acres (112,385 SF) of land is proposed for disposition.

This includes properties owned by individual property owners that the Town will purchase as part of Phase II of the Pinewood Heights Redevelopment Project. Based on discussions in March 2011 with the Isle of Wight County Commission of the Revenue, industrial property in this type of location could be expected to sell for \$2.50/SF at a minimum. Nearby industrial land is assessed at \$3.50/SF and up.

Disposition proceeds estimate = \$280,962.00

PROPERTY DEVELOPMENT

Development and use of such property by Smithfield Foods or a support trucking, packaging, or similar type of service industry would yield additional revenue through:

- Real Estate Taxes
- Machinery and Tools/Business Personal Property
- Business License Fees — BPOL

A business the size of C.R. England Transportation (located on 3.4 acres on adjoining Berry Hill Road) has a land value @ \$3.27/SF. Developed industrial land could have property values (land and building) of \$1,500,000 which would yield \$3,150 annually in Real Estate taxes.

The existing company operates with an estimated 50 tractor-trailers. Estimates of *Business Personal Property* based on 20 vehicles/average value \$75,000 would yield \$15,000 annually for a new business of that size and type. Also, additional revenues would be generated through Business License fees and disposable income from employees.

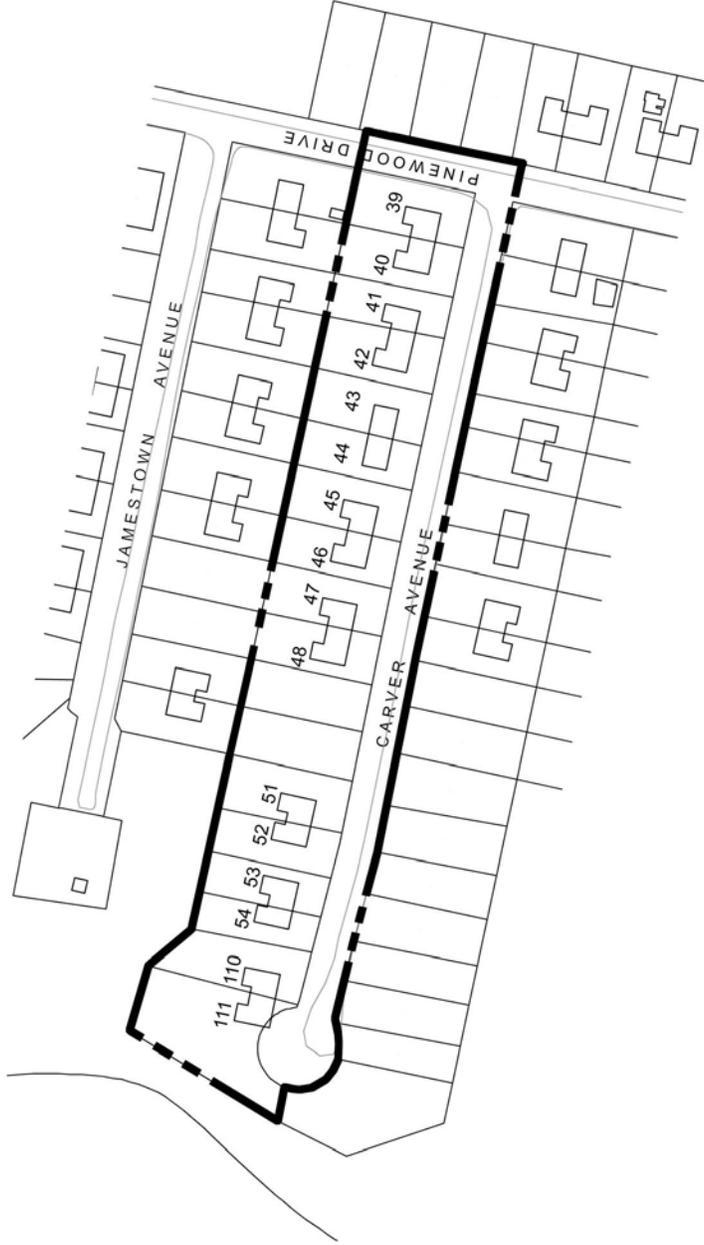
Given the Town's financial obligation of approximately \$1,214,706 and the disposition estimated proceed \$280,962 coupled with annual revenues of \$20,000 to \$30,000 through Real Estate and other taxes will substantially reduce the Town's cost.

Peter M. Stephenson, Town Manager

Date

PROJECT AREA BOUNDARY
Pinewood Heights Phase II Redevelopment Project
Town of Smithfield, Virginia

LEGEND
- - - - - PHASE II AREA BOUNDARY



* Neighborhood is
100% African-American



January, 2011
COMMUNITY PLANNING PARTNERS, INC

**PINEWOOD HEIGHTS PHASE II
REDEVELOPMENT PROJECT
REDEVELOPMENT PLAN**

April 3, 2012

Project Overview

The Town of Smithfield was awarded a 2010 Community Development Block Grant (CDBG) Planning Grant for the Phase II project area of the Pinewood Heights neighborhood (please see attached Project Area Map). Funds for the Planning Grant are also being contributed by the Town of Smithfield. Please refer to the attached map for the project location.

The purpose of the project is to improve the living conditions for all those living in the Pinewood Heights neighborhood through the provision of property acquisition and residential relocation activities as well as property clearance. The proposed Phase 2 project calls for the acquisition and demolition of sixteen (16) housing units including eight (8) duplexes, and the acquisition of two (2) vacant lots. It also requires the voluntary permanent relocation of said sixteen (16) households. However, as of January, 2011, communication with every Phase II owner has determined that all sixteen (16) housing units are occupied including nine (9) home owners and seven (7) tenant households.

When the Community Improvement Grant (CIG) application for Phase I was first submitted, the area qualified as a redevelopment area under Title 36 of the Code of Virginia. The determination was based on substandard housing conditions, infrastructure deficiencies, and serious environmental problems including noise, odors and dust associated with the neighborhood being surrounded by industrial uses including a meat packing plant and a heavy trucking operation. Since application submission, redevelopment legislation in Virginia has changed and the project has become completely voluntary. Eminent domain proceedings will not be implemented and all acquisitions by the Town will be accomplished via willing sellers.

As this is a voluntary acquisition and relocation program, there is no longer a need for the Town of Smithfield to seek assistance from the Williamsburg Redevelopment and Housing Authority in the implementation of its property acquisition program if the Town fails to reach an agreement with the current property owners. Smithfield entered into an agreement with Community Planning Partners, Inc. to provide services related to property acquisition and residential relocation. Acquisition and relocation activities began in the summer of 2007 with Phase I and are on-going. Not a single Pinewood Heights resident will be displaced from their home until they have been provided a decent, safe and sanitary relocation resource.

This document serves as an Appendix to the Pinewood Heights Phase I Redevelopment Plan which was adopted in May of 2007. Sections such as, but not

limited to, “Statement of Goals and Objectives,” “Summary of Proposed Activity,” and “General Land Use Plan,” are still applicable and will continue to be followed as part of Phase II of the Pinewood Heights Redevelopment Project, as needed.

Project Area Information

(1) A description of the proposed assisted activity as detailed in the CIG application.

The Town of Smithfield will implement Phase II of the Pinewood Heights Redevelopment Project. This Comprehensive Community Development project will include the acquisition of sixteen (16) housing units, including eight (8) duplex structures. Sixteen (16) units (100%) are occupied. The Town will also acquire two (2) vacant lots. Relocation workload will include nine (9) homeowners and seven (7) tenant households, four (4) of which are Section 8 voucher-holders. Acquisition and relocation will comply with Uniform Relocation Act (URA) requirements. Sixteen (16) housing units will be subsequently demolished. Property will be marketed for industrial uses pursuant to existing zoning. This project will benefit 43 persons, 39 (91%) of whom are low- and moderate-income.

(2) The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate-income dwelling units as a direct result of the assisted activity.

Sixteen (16) housing units are scheduled to be demolished, including eight (8) duplexes. The Phase II project area includes the entire northern half of Carver Avenue in the Pinewood Heights subdivision (please see attached project area map). The number of dwelling units, by size, include:

39 Carver (4 bedrooms)	40 Carver (4 bedrooms)	41 Carver (4 bedrooms)
42 Carver (4 bedrooms)	43 Carver (3 bedrooms)	44 Carver (3 bedrooms)
45 Carver (4 bedrooms)	46 Carver (4 bedrooms)	47 Carver (4 bedrooms)
48 Carver (4 bedrooms)	51 Carver (3 bedrooms)	52 Carver (3 bedrooms)
53 Carver (3 bedrooms)	54 Carver (3 bedrooms)	110 Carver (3 bedrooms)
111 Carver (3 bedrooms)		

Property will subsequently be marketed for industrial uses pursuant to existing zoning.

(3) A time schedule for the commencement and completion of the demolition or conversion.

From the moment the Town signs the Multi-Year 1 contract with the Virginia Department of Housing and Community Development, it will have thirty-six (36) months in which to complete all Multi-Year 1 and Multi-Year 2 acquisition, relocation, and demolition activities. Assuming an April 1, 2012, contract execution date, all activities will be

completed by April 1, 2015. A detailed Multi-Year 1 timeline can be found in the Project Management Plan.

(4) *The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units.*

First and foremost, all residents of Phase II will be provided with a decent, safe, and sanitary dwelling that is comparable to the existing Pinewood Heights household. That being said, all efforts will be made to ensure that the relocation resource is as close to the existing household size as the real estate market in Smithfield allows. At this time, it is impossible to pinpoint the exact location of all sixteen (16) relocation resources, especially when considering that some resident won't be relocated until one or two years from now.

However, the Acquisition and Relocation Specialist has already been in contact with local real estate agents, local developers, Isle of Wight County Section 8 Coordinators, and local non-profit organizations to locate relocation resources for the sixteen (16) households in Phase II. From those contacts and based upon the successful relocation of all owner-occupied, market-rate and Section 8 households in Phase I, it should not be a problem located resources for these households during the project's three-year timeframe.

(5) *The source of funding and a time schedule for the provision of replacement dwelling units.*

The sources of Phase II funding are as follows:

<u>Source</u>	<u>Amount</u>	<u>Percentage</u>	<u>Funding Source</u>
VCDBG	\$ 1,000,000.00	42.2%	CDBG
State	\$ 63,000.00	2.7%	Section 8
Federal (Grant)	\$ 89,800.00	3.8%	HOME
Federal (Loan)	\$ 0.00	0%	
Local	\$ 1,214,706.00	51.3%	Town
Private	\$ 0.00	0%	
TOTAL	\$ 2,367,506.00	100%	

From the moment the Town signs the Multi-Year 1 contract with the Virginia Department of Housing and Community Development, it will have thirty-six (36) months in which to complete all Multi-Year 1 and Multi-Year 2 acquisition, relocation, and demolition activities. Assuming an April 1, 2012, contract execution date, all activities will be completed by April 1, 2015.

(6) *The basis for concluding that each replacement dwelling unit will remain a low/moderate-income dwelling unit for at least 10 years from the date of initial occupancy.*

Fifteen (15) of the sixteen (16) Phase II households are classified as LMI. Most of the Phase II households are on either fixed or very limited incomes. Subsequently, these households will most likely remain LMI for the next ten years because of these fixed or limited incomes. Most importantly, the Town will ensure that no Phase II resident, whether renter or owner, will be discriminated against or be denied the opportunity to rent or own in Smithfield because of the level of income of that particular household.

(7) Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units is consistent with the housing needs of low- and moderate-income households in Smithfield.

As previously stated, all efforts will be made to ensure that the relocation resource is as close to the existing household size as the real estate market in Smithfield allows. However, smaller units will be made available to those households which merit the possibility of downgrading. For example, if an owner-occupied household of one (1) is living in a unit that consists of four (4) bedrooms, relocation resources with only two (2) or three (3) bedrooms will be made available.

Property Acquisition / Relocation / Demolition Process

More detailed information about the acquisition, relocation, and demolition processes can be found in the appropriate Phase II plan.

Peter M. Stephenson, Town Manager

Date

PROJECT AREA BOUNDARY
Pinewood Heights Phase II Redevelopment Project
Town of Smithfield, Virginia

LEGEND
- - - - - PHASE II AREA BOUNDARY



* Neighborhood is
100% African-American



January, 2011
COMMUNITY PLANNING PARTNERS, INC

Virginia Community Improvement Grant Program Income Plan

Grantee: Town of Smithfield

Date: 04/03/12

Project Name: Pinewood Heights Phase II Redevelopment Project Contract#: 11-10

OBJECTIVE: The expenditure of active and inactive program income generated from the Pinewood Heights area in a manner that will directly benefit low- to moderate-income residents of the Town of Smithfield.

1. ACTIVITIES: Describe the ACTIVITIES that will be carried out with program income funds e. g., housing rehabilitation, microenterprise business loans, construction of industrial building, approximately 5,000 sq. ft. of sewer lines, etc. All activities must be eligible expenditures as described in the Grant Management Manual.

Active program income: Active income is income received as a result of program activities prior to administrative closeout of the CDBG Grant Agreement. If the total exceeds \$25,000 in any of the successive 12-month period of the CDBG Grant Agreement, the funds shall be used to reduce drawdowns for eligible project expenses. If the amount does not reach \$25,000, it will be accumulated and used for eligible project costs in excess of the Project Budget with the permission of DHCD. Active income on-hand at the end of the project will be used to reduce drawdowns or returned to DHCD. Active income will be used for the same CDBG activities as approved in the CDBG Grant Agreement e.g.; acquisition, demolition, clearance, and relocation.

Inactive program income: Inactive income is all revenue received as a result of CIG activities after Administrative Closeout. Income shall be used to continue the same eligible CIG activities as long as LMI households in the project area have unmet needs. After all needs are met in the project area, inactive income will be used for the following purposes:

1. Program income realized from the Pinewood Heights Neighborhood Phase II Redevelopment Project is expected to occur during MY1 and MY2 through potential Section 8 payments and market-rate rental payments. Any active program income generated from these rental payments will be applied to the acquisition costs associated with MY1 and MY2 properties. Town Council has approved the process whereas the Town will add 10% of the fair market value to the offer made to property owners. Program income will be used as part of this 10% above and beyond fair market value.
2. Another avenue for use of program income is for the moving costs associated with resident relocation, which averages \$1,850 per household.

3. Additionally, any inactive program income will be used to continue and supplement the activities of the third and fourth phases, depending on the timing of receiving the program income. The project activities will be in accordance with VDHCD guidelines effective at the time of project implementation.
4. Inactive program income may be used for actual administrative costs. *At the time the program income is expended*, 10 percent of the expended program income may be allocated for administrative purposes.

2. **TIMEFRAME**

CIG # 11-10 (MY-1) is expected to end on or around September 15, 2013. The subsequent contract for MY-2 is expected to end on March 15, 2015. Active program income will be used on acquisition, relocation, demolition and/or clearance activities. Inactive program income will be used on the same activities until there is no more need in the Phase II project area. Afterwards, it will be used in the Phase III and Phase IV project areas for the same activities.

3. **PROJECT AREA**

The Pinewood Heights neighborhood is located off of Berry Hill Road within the heart of the industrial use areas along Route 10 in the northwest sector of the Town of Smithfield. Ingress and egress is confined to Pinewood Drive, a two-lane (20 ft. wide) state maintained road also providing access to industrial properties immediately southeast of the subdivision and the internal industrial lots of Smithfield Foods. The residential area is bordered on the east by Smithfield Foods meatpacking operations, related industries immediately north of Berry Hill Road, trucking operations associated with the meatpacking plants adjoining the northern edge, property owned by Moody Sanitation Enterprises immediately south, and marsh and wetlands of the Pagan River to the west. The residential area is almost completely surrounded by heavy industrial uses.

The project area for Phase II is limited to the southern section of the Pinewood Heights neighborhood and is defined by the north side of Carver Avenue. Please refer to the attached map as a visual aid to the Phase II project area description.

4. **FUNDS TO BE AVAILABLE**

- (1) # of Years until Project Complete: 36 months, broken up into two stages of 18 months for MY-1 contract followed by 18 months in the MY-2 agreement. The Town intends to dispose of acquired property after each phase is completed to help offset the costs of implementing each subsequent phase of the Pinewood Heights Redevelopment Project.

5. **DECISION MAKING**

The Smithfield Town Manager shall present proposals to the Town Council for use of any program income realized from the Pinewood Heights Phase II Redevelopment Project. The Town Council must authorize the use of these funds. The Town's Treasurer will monitor the expenditure of program income funds to assure compliance with the Program Income Plan. A list of the current Town Council members is attached.

6. **ADMINISTRATION**

Town Council action will authorize future project activities utilizing program income funds. The Town Manager will charge the Town Treasurer with the responsibility for managing the expenditure of the funds and for the implementation of the project(s) in full compliance with governing regulations.

The funds will be deposited in interest-bearing escrow account and identified as revenue or expenditure. Funds will be accounted for separately on the Town's balance sheet. Program income exceeding \$25,000 in one year will be reported to DHCD's Financial Analyst regarding receipt and expenditure.

Records will be kept on a twelve-month contract year basis. Records will show the amounts due and received monthly by client's name, separated by active/inactive and by contract number, and the income expended annually. Copies of source documentation will be placed in the appropriate client file.

The Town will implement the activities in accordance with the Project Management Plan and the Grant Management Manual. The VA Procurement Act will be followed. The Town Manager will ensure compliance.

I hereby certify that this is the plan of the Town of Smithfield, Virginia, for use of income derived from the implementation of the Pinewood Heights Phase II Redevelopment Project of the CDBG program and related contracts with VDHCD. I further certify that Town Council fully intends to carry out this plan, to oversee its implementation and assures that no other use of these funds will be allowed. I certify that the Town of Smithfield will budget program income funds in a separate, distinct account and will maintain records documenting the use of those under the Home Investment Partnerships Act, as amended, and Title I of the Housing and Community Development Act of 1974, as amended. I understand that the Virginia Department of Housing and Community Development may review the expenditure of program income funds.

Peter M. Stephenson, Town Manager

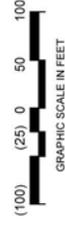
Date

PROJECT AREA BOUNDARY
 Pinewood Heights Phase II Redevelopment Project
 Town of Smithfield, Virginia

LEGEND
 - - - - - PHASE II AREA BOUNDARY



* Neighborhood is
 100% African-American



January, 2011
 COMMUNITY PLANNING PARTNERS, INC

MEMBERS OF TOWN COUNCIL TOWN OF SMITHFIELD, VA

- 1) Ms. Denise N. Tynes, term expires 6/30/2012
- 2) Mr. Andrew C. Gregory, term expires 6/30/2014
- 3) Mr. T. Carter Williams, Vice-Mayor, term expires 6/30/2014
- 4) Mr. David M. Hare, Mayor, term expires 6/30/2012
- 5) Mr. John L. Graham, term expires 6/30/2012
- 6) Ms. Connie Chapman term expires 6/30/2014
- 7) Mr. Milton Cook, term expires 6/30/2014

March 6, 2012

Mr. Stephen Edwards
P.O. Box 36
Smithfield, VA 23431

RE: Pinewood Heights Phase II Redevelopment Project, Appraisal Services

Dear Mr. Edwards:

We take this opportunity to thank you for providing professional appraisal services as part of Phase I of the Town of Smithfield's Community Development Block Grant-funded Pinewood Heights Redevelopment Project. We are pleased to inform you that your fee estimate of \$250, which was included in the Town's application for Community Development Block Grant funds, for each appraisal up to eighteen (18) properties is acceptable by the Town. The Scope of Services for this project is below:

SCOPE OF APPRAISAL SERVICES

Appraisal reports must be consistent with the Uniform Standards of Professional Appraisal Practice (USPAP), the Supplemental Standards Rule, and the Jurisdictional Exception Rule of USPAP where applicable.

Fair Market Value

The determination of fair market value should include an analysis of the highest and best use for which the property is clearly adapted at the time of the appraisal. The appraisal shall disregard any decrease or increase in fair market value of the real property caused by the project for which the property is to be acquired or by likelihood that the property would be acquired for the project. The fair market value is the basis of the just compensation offered to the owner.

Invite Property Owner to Accompany Appraiser

Prior to any appraisals being conducted, the appraiser *must* advise the property owner, in writing, as to the time the appraiser will visit the property and invite the property owner to accompany the appraiser during a site visit. The Town's acquisition file must be documented to show that the *Invitation to Accompany* was issued. A sample invitation is available and must be mailed certified mail with return receipt or hand delivered obtaining a signature of receipt from the property owner.

Deliverables: Appraisal Reports

The appraiser will deliver a written appraisal report for each of the separate properties listed below. Appraisal work is estimated to begin in May/June of 2012.

The appraisal *must* contain sufficient documentation, including valuation data and the appraiser's analysis of that data, to support the opinion of value. At a minimum, a detailed appraisal shall contain the following items:

- The purpose of the appraisal, a statement of the estate being appraised, and a statement of the assumptions and limiting conditions affecting the appraisal;
- A description of the physical characteristics of the property, a statement of known encumbrances, if any, title information, zoning, an analysis of highest and best use, and at least a five (5) year sales history of the property;
- All relevant and reliable approaches to determine value consistent with commonly accepted professional appraisal practices;
- Multiple approaches shall be analyzed and reconciled so as to support the opinion of value;
- A description of comparable sales, including all relevant physical, legal and economic factors, and verification by a party involved in a transaction;
- A final statement of the real value of the property; and
- The effective date of valuation, date of appraisal, signature and certification of the appraiser.

The appraiser must also be available for court testimony as required in any and all proceedings that require condemnation filings.

Again, thank you for your interest in the Town of Smithfield and its endeavors to create improved living conditions for all its residents. If you have any questions, please feel free to contact me at 757-365-4200 or via email at pstephenson@smithfieldva.gov.

Sincerely,

Peter M. Stephenson, AICP, ICMA-CM
Town Manager

cc: File

** By signing this document, you accept the scope of services as detailed above and acknowledge all work within said scope will be completed at the rate of \$250 per property as quoted in your initial estimate. Please provide the original signed copy to the Town of Smithfield at: 911 South Church Street, Smithfield, Virginia 23430.

Accepted this _____ day of _____, 2012.

Stephen T. Edwards

**CONTRACT FOR MANAGEMENT ASSISTANCE SERVICES
PINWOOD HEIGHTS PHASE II REDEVELOPMENT PROJECT**

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

AND

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

THIS AGREEMENT entered into this ____ day of _____, 2012, by and between the Town of Smithfield hereinafter referred to as the "Town" and Community Planning Partners, Inc., Planning Consultants, a corporation of Richmond, Virginia, hereinafter referred to as the "Consultant."

WHEREAS, FY 2011 Community Development Block Grant (CDBG) funds have been awarded under the Small Cities Program to the Town of Smithfield from the Virginia Department of Housing and Community Development (VDHCD) under Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the Town of Smithfield will enter into a Contract Agreement with the Virginia Department of Housing and Community Development for Multi-Year 1 funding to implement residential acquisition, relocation, and demolition, within a twenty-four (24) month period, and a subsequent Multi-Year 2 contract to implement all remaining project activities for the Pinewood Heights Phase II Comprehensive Community Development (CCD) project; and

WHEREAS, the Town has procured the services of the Consultant to provide certain management assistance services in connection with the Pinewood Heights Phase II CCD project .

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

I. SCOPE OF SERVICES

The Consultant will perform the services provided in this contract for the Pinewood Heights Phase II Redevelopment Project and will perform the work under the authorization and direction of the Town Manager or his designee. The Consultant will have primary responsibility for identified work tasks and serve in a support capacity to the Town on others, as deemed appropriate and necessary by the Town. The scope of work generally includes project management assistance services for implementation of the project and is structured to allow for project completion within the forty-two (42) month contract term allowed by VDHCD,

A. Project Management Assistance

1. Develop a Project Management Plan that will identify the work tasks and assign responsibilities for each task with related target dates for completion.
2. Develop an Acquisition Plan and Relocation Plan for both owners and renters in the neighborhood.
3. Develop a Program Income Plan to determine use of both active and inactive program income with VDHCD approval and monitor expenditures of non-grant funds leading to the recapture of Town monies to complete the project.
4. Develop a Property Disposition Plan to coordinate the sale of acquired property.
5. Assist the Town in the preparation of such reports and records for the Town's official signature leading to fulfillment of performance requirements (monthly, quarterly, semi-annual, and annual) and response to VDHCD monitoring visits including, but not limited to the following:
 - a. Community development program and annual budgets, including required amendments and revisions in accordance with VDHCD guidelines.

- b. Maintain a current Project Management Plan with implementation schedule and provide monthly information in response to VDHCD representative inquiries.
 - c. Assist with modifications or changes to the Pinewood Heights Phase II Redevelopment Project (program amendments).
- 6. Devise appropriate record-keeping forms to monitor and document program beneficiaries and progress for each activity with emphasis on low- and moderate-income (LMI) households served by respective activities.
- 7. Attend and participate, at the Town's discretion, in meetings related to the CDBG program, including:
 - a. Project Management Team meetings that involve public officials, private stakeholders, and designated neighborhood representatives.
 - b. Special meetings with staff and officials of the Town, Federal, and State agencies, appraisers, consultants, and others as necessary to assist in the implementation of the Pinewood Heights Phase II Redevelopment Project.
 - c. Public and/or neighborhood meetings, as necessary, to adequately inform residents of project activities during the implementation of the project.
 - d. VDHCD workshops, seminars, and public hearings, at the Town's request, related specifically to the project and/or to general project management and administration of the CDBG Program.
- 8. Assist the Town in complying with Federal, State, and local regulations governing the project, such as citizen participation, Section 3 requirements (Local Business and Employment Plan), Equal Opportunity, Fair Housing, procurement, and other related regulations and overall coordination of the Pinewood Heights Phase II Redevelopment Project by serving as a liaison between the Town and VDHCD.
- 9. Assist in financial management and monitoring of accounting records in accordance with VDHCD requirements and local accounting practices including the proper and proportional expenditure of non-CBG funds related to the project and in the timely submission of drawdown requests to secure CDBG funds.
- 10. Participate in project reviews by VDHCD staff and prompt preparation of required responses to Compliance Review letters.
- 11. Monitor all requirements of the Grant Agreement for the Pinewood Heights Phase II Redevelopment Project, including special conditions, to ensure activities are completed in conformance with the CDBG Management Manual.
- 12. Assist the Town in final performance review and closeout of activities, including completion of the Final Financial Report, Program Income Report, Leverage Report, Final Construction Report, and Final Evaluation Report in accordance with CDBG closeout requirements and participation in closeout monitoring visits conducted on-site by VDHCD.

B. Acquisition, Relocation, and Demolition Activities

The Consultant will provide technical assistance to the Town in the implementation of all acquisition, relocation, and demolition activities in the Pinewood Heights Phase II Redevelopment Project Area. Assistance by the Consultant would consist of the following work items to implement these activities:

1. Acquisition Activities. The Town is responsible for the acquisition of all real property within the Phase II Area needed to carry out project activities, in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. The Consultant will:

- a. Identify the properties to be acquired and provide the parcel tax map references to the Town Attorney in order that he can complete title searches to properly identify all parcel owners.
 - b. Issue *Preliminary Acquisition Notices* to each property owner in the Phase II Project Area and invite the owners to participate in their respective appraisals, the “When a Public Agency Acquires Your Property” brochure will be included with all letters mailed via certified mail with return receipt or documented hand delivery.
 - c. Assist the Town to schedule and direct appraiser to establish just compensation. Secure a review appraisal by a qualified staff appraiser or an independent review appraiser or VDHCD depending on the value established by the original appraisal. Direct appraiser in preparing materials to formally invite property owners via certified or registered mail, return receipt requested to accompany the appraiser.
 - d. Prepare a written *Statement of the Basis for the Determination of Just Compensation* and a *Written Offer to Purchase* for dissemination by the Town to send to property owner by certified or registered mail and return receipt or documented hand delivery.
 - e. Assist the authorized Town representative in negotiating the sale.
 - f. Assist the Town Attorney in his preparation of contract of sale and *Statement of Settlement Costs*, as required.
2. Relocation Activities. Residential relocation activities, if needed, would be carried out in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, the Housing and Community Development Act of 1974, as amended, and the Town’s Residential Relocation Assistance Plan. The Consultant would serve in such support capacity as needed by the Town, including:
- a. Complete an individual interview with each household targeted for relocation to determine current household composition, relocation needs, current housing expenses, etc.
 - b. Establish a relocation file for each displaced household and assist in the timely dissemination of relocation notices including *Notice of Relocation Eligibility*, *Relocation Assistance to Displaced Homeowners*, *Relocation Assistance to Displaced Tenants*, and *90-Day / 30-Day Notices to Vacate*.
 - c. Assist the Town in identifying one (1) to three (3) comparable replacement units and coordinate with the County’s Building Official to determine that such units are safe, sanitary, and decent prior to referrals and that they are functionally equivalent to the acquired unit.
 - d. Determine amount of relocation benefit each displaced household is eligible for based on their income status, housing cost of displaced unit, and cost of replacement unit.
 - e. Coordinate moves and payment of permanent relocation expenses by the Town in accordance with the *Residential Moving Expense and Dislocation Allowance Payment Schedule* or documented actual moving cost.
3. Demolition Activities
- a. Assist the Town with development of bid and contract documents necessary to carry out demolition activities specified in the grant agreement.
 - b. Assist the Town with the procurement of a demolition contractor.
 - c. Coordinate and monitor completion of all demolition activities with the Town.

II. MATERIAL TO BE FURNISHED BY THE TOWN

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

III. TIME OF PERFORMANCE

The services of the Consultant are to commence upon execution of this contract agreement by the Town and notification to proceed. Such services shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purpose of this contract. In any event, all required services under this contract agreement shall be completed by the end of the forty-two (42) month contract schedule or upon a thirty (30) day written notice from the Town to terminate this agreement.

IV. COMPENSATION AND METHOD OF PAYMENT

The Town shall pay the Consultant in accordance with the method of payments outlined below for services rendered. Payments should be made monthly subject to receipt of a requisition for payment from the Consultant.

Requisition for payment shall be adequately supported by statements or reports, indicating the nature of the work that has been completed for the project. Work completed shall at times be subject to inspection by the Town and all requisitions and supporting documents must be acceptable to the Town before making payment.

The total cost for all management and technical assistance services provided for under this contract for the Pinewood Heights Phase II Redevelopment Project shall not exceed **\$95,000**, inclusive of compensation and expenses. If all management services are completed and the project is closed out within the designated VDHCD Grant Agreement contract period, the Consultant would receive any bonus compensation offered by VDHCD for early completion of the project, not to exceed ten percent (10%) of the management fee. The total compensation and reimbursement to be paid hereunder for all of the services required may be exceeded after review of all payments made or anticipated to be made at the time an overrun becomes apparent, and upon mutual written agreement thereof. The Consultant will notify the Town at the time an overrun becomes apparent and receive written approval prior to exceeding the total estimated cost.

- A. Compensation for consultant services shall be as follows:

<u>Personnel</u>	<u>Hourly Rate</u>
Principal I	\$120.00
Principal II	\$110.00
Associate I	\$ 95.00
Associate II	\$ 85.00
Associate III	\$ 75.00
Technician I	\$ 65.00
Technician II	\$ 50.00

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

Community Planning Partners, Inc. hourly billing rates are subject to change per approval by the Town; but this will not impact the "not to exceed" amount for services in accordance with the provisions of this contract to be completed by the Consultant.

- B. The Consultant may provide additional services as requested by the Town Manager for additional fees and said request shall be negotiated at the time of the request for such work. Additional fees and work tasks must be mutually agreeable to both parties.

V. AMENDMENTS

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

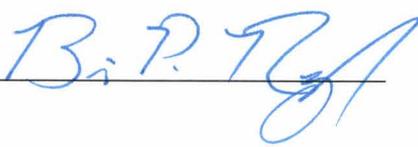
VI. THIS AGREEMENT is subject to and incorporates the provisions attached hereto as Terms and Conditions and Attachment to All Non-Construction Contracts — Federal and State Requirements.

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

BY: 

Craig A. Wilson, AICP
Chief Executive Officer

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

WITNESS: 

WITNESS: _____

ATTACHMENT TO NON-CONSTRUCTION CONTRACT
PART II - TERMS AND CONDITIONS

SUBPART A: GENERAL CONDITIONS

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

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

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

connection with the carrying out of the services to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

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

SUBPART B: EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

b. Subcontracts

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

SUBPART C: CIVIL RIGHTS ACT OF 1964

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

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

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

SUBPART E: SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

(Applicable to all contracts/subcontracts)

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

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

SUBPART F: RECORDS RETENTION

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

SUBPART G: PROVISIONS REQUIRED BY LAW DEEM INSERTED

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

SUBPART H: IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

SUBPART I: ACCESS TO RECORDS

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

**STAFF REPORT TO THE
TOWN COUNCIL**

ZONING ORDINANCE / TOWN CODE AMENDMENTS

Street Vendors, Itinerant Merchants and Seasonal Businesses

April 3, 2012

Town staff is experiencing a greater number of entrepreneurs interested in street vending and / or seasonal businesses and is looking for guidance from the current Town Council on how to regulate these businesses. There are three elements of these businesses of which consideration at this time would be valuable. The first is the current Town Code as it relates to vendor and itinerant merchant business licenses and their fees. The second item is the Zoning Ordinance and how it relates to the site specific concerns of temporary or seasonal uses. The third item is the Entrance Corridor and Historic Overlay District Ordinances and how seasonal or temporary businesses would work within those requirements.

Town Code

Currently, the code defines an itinerant merchant as someone who conducts business for a period of less than one year at a particular location. The existing business license fee for an itinerant merchant is \$50.00 per day or \$500.00 per year. (Exceptions include a waiving of the fee for agricultural products, seafood and petroleum products; and a \$50.00 annual fee for Christmas tree lots.)

Apparently, there has been some confusion about this fee in the past and in an effort to provide an equitable application of the fees to all entrepreneurs and to act in a manner acceptable to the current Town Council, guidance on a fee structure would be beneficial to staff; either by supporting the current fee structure or recommending an amendment to the code. It seems that the council who adopted the existing fee structure was attempting to limit the feasibility of itinerant merchants in support of permanent businesses who invest a lot into their facilities in town. Allowing for minimal fees would have the effect of incentivizing seasonal businesses, which would be a change in this trend.

Zoning Ordinance

While there is a section on itinerant merchants in the Town Code, there is not a portion of the zoning ordinance that deals with the site considerations of seasonal businesses. When it comes to stormwater management, erosion and sediment control measures, utilities, signage, temporary accessory structures, parking, traffic controls, etc. there is no guidance, but those for permanent businesses, which are typically not feasible for a temporary endeavor.

As far as street vendors or itinerant merchants, many times they choose to set up in the parking lot of an existing business, which already meets those criteria and therefore have been allowed in the past. Some seasonal businesses on a larger scale, or who would like to set up on an undeveloped site for which there is no guidance, could include seasonal

garden centers, Christmas tree lots, farmer's markets, flea markets, food vendors or other retail vendors.

Again, it seems that the council who adopted the zoning ordinance in 1998 chose to limit seasonal businesses by omitting any reference or accommodation thereof and it would be beneficial to staff to have the current council either support the current ordinance requirements or to recommend an amendment to the ordinance to allow these uses.

Entrance Corridor and Historic Overlay Districts

The considerations here are very similar to those mentioned in the zoning ordinance section above; however, they deal with the design review and approval of signage, building materials, colors and styles of businesses in the Entrance Corridor and Historic Districts. Seemingly omitted are any provisions for the exteriors, signs and overall appearance of temporary or seasonal businesses other than to follow those that are for permanent businesses. Another item to consider in these areas, which encompass all of the major thoroughfares for retail commerce within the town, is accessory structure vending machines, such as an ice vending machine which is currently gaining popularity.

Overview

Regulating seasonal businesses is understandably a balancing act between incentivizing a greater number and diversity of businesses with low overhead and protecting the permanent businesses who invest greatly in their facilities in town.

If you have any questions about this item, please contact William Saunders at 365-4266.





