

SMITHFIELD TOWN COUNCIL AGENDA
February 4th, 2014 at 7:30 p.m.
Held at Smithfield Center, 220 N. Church Street



A. INFORMATIONAL SECTION:

1. Manager's Report
 - a. January Activity Report

B. UPCOMING MEETINGS AND ACTIVITIES:

- | | | |
|-------------|---|---|
| February 4 | - | 7:30 p.m. – Town Council Meeting |
| February 11 | - | 7:30 p.m. – Smithfield Planning Commission Meeting |
| February 17 | - | Town Administrative Offices Closed in Observance of President's Day |
| February 18 | - | 6:30 p.m. – Board of Zoning Appeals |
| February 18 | - | 7:30 p.m. - Board of Historic and Architectural Review |
| February 24 | - | 4:00 p.m. – Town Council Committee Meetings (Consecutive)
Police Committee
Water and Sewer Committee
Finance Committee |
| February 25 | - | 4:00 p.m. – Town Council Committee Meetings (Consecutive)
Parks and Recreation Committee
Public Works Committee
Public Buildings and Welfare Committee |

NOTE: All of the above public meetings will be held at the Smithfield Center, unless otherwise noted.

C. Public Comments:

The public is invited to speak to Council on any matters, except scheduled public hearing(s). There will be a separate sign up sheet for public hearings. For public comments please use the appropriate sign-up sheet. Comments are limited to five (5) minutes per person. Any required response(s) from the Town will be provided in writing following the meeting.

- A. Briefing by Mr. Al Casteen, Isle of Wight County Board of Supervisors, Smithfield District
- B. Proclamation - Black History Month **TAB # 1**

D. Council Comments

NOTICE OF INTENT TO COMPLY WITH THE AMERICANS WITH DISABILITIES ACT. Reasonable efforts will be made to provide assistance or special arrangements to qualified individuals with disabilities in order to participate in or attend Town Council Meetings. ADA compliant hearing devices are available for use upon request. Please call (757) 356-9939 at least 24 hours prior to the meeting date so that proper arrangements may be made.

E. Summary of Consent Agenda items

- a. Police Committee Chair, Denise N. Tynes
- b. Water and Sewer Committee Chair, Vice Mayor Gregory
- c. Finance Committee Chair, Randy Pack
- d. Parks and Recreation Committee Chair, Ms. Connie Chapman
- e. Public Works Committee Chair, Michael G. Smith
- f. Public Buildings and Welfare Committee Chair, Dr. Milton Cook

CONSENT AGENDA ITEMS

C1. Resolution to Enforce Parking Ordinance in Smithfield Plaza and Smithfield Square Shopping Center at their Request

Police Committee Chair, Denise N. Tynes

TAB # 2

C2. Resolution to Reappoint Community Help In Progress Steering Committee for another Term Ending February 28th, 2015.

Police Committee Chair, Denise N. Tynes

TAB # 3

C3. Motion to Approve Amendments to the Emergency Communication Center Bylaws

Police Committee Chair, Denise N. Tynes

C4. Invoices Over \$10,000 Requiring Council's Consideration:

Finance Committee Chair, Randy Pack

a.	Luter Family YMCA	\$ 50,000.00	
b.	Isle of Wight – Tourism	\$104,988.00	
c.	Isle of Wight – E911 Dispatch	\$ 50,762.50	
d.	US Bancorp	\$ 84,150.83	
e.	Caldwell Tanks	\$ 25,468.32	
f.	Draper Aden Associates	\$ 37,984.00	
g.	SVFD (budgeted Contribution)	\$ 10,000.00	
	Additional Invoice		
h.	US Bank (Reverse Osmosis Plant)	\$50,337.50	TAB # 4

C5. Motion to Approve Cypress Creek Subdivision Agreement

Public Works Committee Chair, Michael Smith

TAB # 5

ACTION SECTION

1. Ordinance to Amend Language on Water and Sewer Connections

Water and Sewer Committee Chair, Vice Mayor Gregory

TAB # 6

2. **Motion to Authorize the Town Manager to Enter into an Memorandum of Agreement (MOA) with HRSD.**
Water and Sewer Committee Chair, Vice Mayor Gregory
3. **Motion to Adopt a Mission Statement for Town Parks**
Parks and Recreation Committee Chair, Connie Chapman **TAB # 7**
4. **Motion to Approve the Town Council Meeting Minutes of January 7th, 2014**
William H. Riddick, III, Town Attorney
5. **Expiration of Negotiation Period for 2011 Windsor Castle RFP**
6. **New Business:**
7. **Old Business:**
8. **Closed Session:**
9. **Adjournment**

January 31, 2014

TO: SMITHFIELD TOWN COUNCIL

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

SUBJECT: MONTHLY ACTIVITY REPORT – JANUARY 2014

TOWN MANAGER'S OFFICE:

- a. Attended the following meetings and functions: Chamber of Commerce Pre-Legislative breakfast, First Colony Engraving ribbon cutting, Farewell gathering for Connie Rhodes, Pinewood Heights Management Team, volunteered for Kiwanis at BOB Fest, Southeast Virginia Kiwanis regional midwinter conference, Parks and Recreation Committee special work session, Session meeting at church, VML Insurance programs Investment Committee conference call, and IOW Volunteer Rescue Squad annual banquet.
- b. Coordinated preparation and response of town staff for Winter Storms – Janus and Leon. Addressed emergency office closures and communications

TOWN CLERK'S OFFICE:

- a. Transcribed and proofed the monthly minutes from Town Council
- b. Assisted Michael Dodson of Community Planning Partners with preparing records for compliance review of Pinewood Heights Project files.
- c. Attended Special Parks and Recreation Committee Work Session in regards to Windsor Castle Park on January 14th.
- d. Attended Pinewood Heights Management Team meeting on January 14th.
- e. Completed bulk mailing to all residents and businesses for the Treasurer's Office in regards to changes to utility connection policies
- f. Prepared January Town Council Committee Agenda and February Town Council Agenda
- g. Attended Town Council Committee meetings on January 27th and 28th and prepared summary reports of the committee

TREASURER'S OFFICE:

- a. Prepared December 2013 financial statements and bank reconciliations.
- b. Prepared delinquent real estate file and sent to BMS Direct for processing/mailing of delinquent notices. We are still working on all of the abatements for personal property so those notices will be mailed in February.
- c. Attended a meeting with members of the Public Works Department and Andy Snyder and Scott Schiller of Draper Aden on January 23 to discuss consent order update and budget needs for the next fiscal year.
- d. Attended VML VACO Investment Pool board meeting on January 25 in Richmond to go over the status of the pool, changes to the trust agreement, and an update from Public Trust on the investment strategy for the pool.
- e. Completed MD&A for the 2013 audit report. Hopefully, the final CAFR will be available in the next few weeks.
- f. Prepared and mailed 1099's for the Town's qualifying service vendors.

PUBLIC WORKS:

- Staff performs the following duties on a monthly basis:
Miss Utility marking, read meters for billing and to transfer property owners, cut offs and cut-ons, check pump stations daily, install and repair street signs, replace and repair broken water meters, take a minimum of 8 water samples and have them tested, flush water lines, repair radio or touch pads after each reading if needed, maintenance on town owned buildings.
1. **Sewer Line Repairs and Maintenance:**
 - a. Continued work on manhole inspections and air release valves - both 51% complete.
 - b. 205 East St. - sewer back up - used sewer machine to unclog the line and used the c-snake - found water to be in the line from town clean out to the manhole.
 - c. 101 Riverview - sewer backup - used sewer machine to unclog the line. We also used the c-snake - found 2 spots where tree roots seem to be blocking the line. We will install a town clean out and clean the line again.
 2. **Sewer Pump Station Repairs and Maintenance:**
 - a. Weekly and daily checks on all 27 pump stations.
 - b. Performed the following scheduled maintenance at all pump station
 - Cleaning of wet -wells
 - Alarms testing
 - Sump pump cleaning
 - Check Valve cleaning and repair
 - Generator checks / Godwin pump checks

Control Panel / Flow monitor checks

Fence and Grounds

Inspected Structure

Inspect and clean pumps

Level system check

Test limit switches

Bar screen cleaning

Rain gauge

- c. Replaced broken cutters on pump #2 at Minton Way pump station.
- d. Changed the oil in pump #1 at Crescent pump station.
- e. Changed out a thermostat on Lakeside generator.

3. Water Line Repairs and Maintenance

- a. Repaired water leaks at the following addresses :
 - A. 205 East St.
 - B. 935 Quail St.
 - C. Installed water tap at 305-A Smithfield Blvd.
 - D. Installed water tap at 305-B Smithfield Blvd.

4. Well Repairs and Maintenance

- a. All wells except 8A and 10 A (at RO Plant) are off now that RO plant is running. Upgrades to well houses have been completed to keep wells in operating condition in case of an emergency. Emergency wells are flushed once a month.
- b. Quarterly DEQ samples were pulled from all emergency wells.

5. Water Treatment Plant

- a. Daily lab analysis, sampling and reports for VDH, HRSD, DEQ and ITT.
- b. RO Plant automatic gate installation completed by Mid-Atlantic Entry Systems.
- c. Quarterly nitrification samples were pulled for HRSD and VDH.
- d. Well pumps 8A and 10, clear well high service pumps, and concentrate pumps were greased per preventative maintenance schedule.

6. Safety

- a. Monthly truck inspections.
- b. Monthly playground inspections.
- c. All Public Works employees attended Chainsaw Safety training.

7. Windsor Castle Park

- a. Cleaned off and repaired walking trails twice per week or as needed. Trash cans, recycle bins, information stands and doggie bags are emptied, cleaned or refilled as needed on Mondays and Fridays.
- b. A general inspection of the park is conducted monthly to ensure that all park amenities are in good condition and are not in need of maintenance or repair. This inspection includes walking of the trails to inspect all pedestrian bridges, overlooks, and to identify possible problems with the trails. In addition inspections are made to the kayak launch and fishing pier to identify possible maintenance issues.

8. Miscellaneous

- a. Grounds crews picked- up trash along Great Springs Rd., Battery Park Rd., Rte 10 Bypass, John Rolfe Dr. Main St. /258 and Waterworks Rd and other areas.
- b. Minor repairs at Town Hall and Town Buildings.
- c. Grounds crew prepared for Christmas parade and Evening Farmers Market
- d. Grounds crew reworked the benches on Main St. and set them back out, only a few left that needs work.

PLANNING AND ZONING:

1. Planning Commission – January 14, 2014

- No meeting held.

2. Rezoning Applications under review

- A. None

3. Special Use Permit Applications under review

- B. None

4. Subdivision and Site Plans under review

- A. Dollar General, W. Main St. (Smithfield Lumber Co. property)
- B. Livengood Project, Carver Avenue

5. Subdivision and Commercial Sites Under Construction and Inspection
 - A. Church Square, Phase I (95% complete)
 - B. Smithfield Manor Townhomes (Formerly Halstead Landing) (75% complete)
 - C. Lakeview Cove Condos (75% complete)
 - D. True Value (99% complete)

6. Board of Zoning Appeals – January 21, 2014
 - No meeting held. (Cancelled due to inclement weather.)

7. Board of Historic & Architectural Review – January 21, 2014
 - No meeting held. (Cancelled due to inclement weather.)

ENGINEERING:

- A. Church Square, Phase I, contractor has installed E & S controls as required by the Town and the approved site plans. Homes are under construction at this time.

- C. Lakeview Cove, contractor Wolf Constr. has installed all E & S controls as per the approved site plans and required by the Town. Condominiums are under construction at this time.

- D. Blair Bro.'s Contr. cleaned out entrance storm drain pipe and regraded roadside ditch for proper flow on Willow Wood Avenue. Contractor also regraded and repaired dirt road section of Cedar Street installing some crushed concrete mix as a stabilization in a damaged section of the road. Contractor performed minor repair to storm water outfall ditch located on Smithfield Blvd.

January 31, 2014

TO: SMITHFIELD TOWN COUNCIL

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

SUBJECT: INFORMATIONAL REPORT FOR THE POLICE COMMITTEE MEETING
HELD ON MONDAY, JANUARY 27TH, 2014

The Police Committee met Monday, January 27th, 2014 at 4:00 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending were: Mr. Andrew Gregory and Ms. Connie Chapman. Other Council members present were Mr. Randy Pack, Mr. Michael G. Smith, Dr. Milton Cook, and T. Carter Williams, Mayor. Staff members present were Mr. Peter M. Stephenson, Town Manager; Mr. William T. Hopkins, III, Director of Planning Engineering and Public Works; Ms. Lesley G. King, Town Clerk; Ms. Ellen Minga, Town Treasurer; Mr. Alonzo Howell, Deputy Chief; and Mr. William H. Riddick, III, Town Attorney. Also in attendance were Mr. Andy Snyder and Mr. Scott Schiller of Draper Aden Associates. The media was represented by Ms. Abby Proch of The Smithfield Times.

Committee Member, Connie Chapman called the meeting to order.

A. MATTERS DISCUSSED BY COMMITTEE WHICH WILL BE ON THE COUNCIL'S AGENDA.

1. Request to Enforce Parking Ordinance in Smithfield Plaza and Smithfield Square Shopping Centers – Deputy Chief Howell stated that the town and the Smithfield Police Department have received letters from the management companies of both the Smithfield Plaza and Smithfield Square Shopping Centers. The letters are asking the town and the Smithfield Police Department to enforce the no parking zones in these shopping centers. At this time there are signs there but the signs need to be enhanced. Deputy Chief Howell showed committee an example of what the sign would look like. It would say “No Parking Fire Lane” and the penalty of \$250 with towing enforced would also be on the sign. The management companies have agreed to erect these signs at no cost to the town. Once these signs have been posted the Police Department will begin to educate the public before any type of enforcement action is taken. The Town Manager asked if the Town Code requires action on this item. The Town Attorney stated that a resolution should be done to put it into the record that the management companies have made this request to having parking enforced in these areas. Mayor Williams asked if it was ironic that they both asked the town at the same time. Deputy Chief Howell stated that they had

a request from one and the Police Department contacted the other shopping center to see if they wanted to follow suit because the Police Department has received letters in the past asking for enforcement of the no parking zones. Mayor Williams expressed his concerns on the number of parking violations there are in handicap spots. Deputy Chief Howell stated that the Police Department can definitely enforce the handicap parking; however the baby carriage parking at Smithfield Plaza is a courtesy and they cannot take any enforcement action on those spots even though it is posted. Mr. Pack stated that he does not have a problem with this request but wanted to know if any business could request parking enforcement in town. Deputy Chief Howell stated that was correct. He continued to explain that the Town Code mentions having to meet the criteria of having a certain amount of spaces, the fire lane must be clearly marked, and proper signage must be erected. If all the criteria's are met through the town code then he would say that a request can be made for enforcement. If you do not meet the criteria then a request should not be made. Committee recommends sending this request to Town Council for consideration.

2. Reappointment of Community Help in Progress Steering Committee – Ms. Chapman reported that a memo was included in the packet requesting that all current members on the Community Help in Progress Steering Committee be reappointed for another year. The following members are Mrs. Denise Tynes, Mr. Dawson Moody, Rev. Perry Moss, Chief Steven Bowman, Ms. Francine Holloman, Ms. Julie Brown Woodland, and Ms. Betty Entsminger. Their new terms will expire on February 28th, 2015. Committee recommends approval of reappointments.

3. Emergency Communications Center Bylaws Amendment – The Town Manager reported that any amendment to the Emergency Communication Center Bylaws requires approval all the governing bodies. The Town Manager stated what the minor amendments are as follows: The first being on the second page, Article II, Section 1 under Membership, Mr. Rusty Chases' title changed from Director of Emergency Management to Chief of Emergency Services. The second amendment under the same section was the representative of the Volunteer Fire and Rescue Association had to be the president of the association. Mr. Carroll requested that it be amended to a duly appointed representative of the volunteer Fire and Rescue Association. The last amendment is under Article I, Section 1 under Frequency, the former language stated that meetings would be held at 9:00 a.m. and that should read 10:00 a.m. The Town Manager stated that the county and the Town of Windsor would have to approve these changes as well. Committee recommended approval of these three minor amendments.

B. MATTERS DISCUSSED BY COMMITTEE WHICH WILL NOT BE ON THE COUNCIL'S AGENDA.

1. Operational Updates – Deputy Chief Howell reported that as far as operational updates the Police Department is happy that last week's snow event is behind them. There were minimal accidents. The department geared up for twelve hour shifts. He also reported that they are preparing for the upcoming snow storm with the same schedule. The hope is that it will be uneventful as well. The department continues to run smoothly. Deputy Chief Howell reported that the Police Department was able to make an arrest in the unsolved homicide from December 19th, 2012. Shymeek Stanfield was arrested on the charge of murdering Travis Newby. Mr. Stanfield is currently being held in the Western Tidewater Jail with no bond. At this time there are four charges against him. He is waiting to go to court for arraignment. The investigation is still ongoing for others involved. Committee congratulated the Police Department for this arrest. Deputy Chief Howell also stated that back in August the Police Department held their National Night Out event. This event has been held for many years; however this year the Smithfield Police Department was registered as a participant in the event. The Smithfield Police Department was awarded a plaque for their efforts in participating in the National Night Out. This award will be placed in the police departments lobby area to show citizens that when the police and the community partner together good things can happen. This award will also go along with the Certified Crime Prevention Community certification that the department continues to work towards. Ms. Chapman asked if the town could get a press release on the national Night Out award. Deputy Chief Howell stated that he will see that a press release is made. Deputy Chief Howell stated that at this time the latest weather forecast for Isle of Wight County is expected to get four to five inches of snow beginning sometime Tuesday evening until Wednesday evening.

2. Additional Item Discussed: Parking in Barn Yard of Windsor Castle Park - Dr. Cook stated his concerns on the parking situation at Windsor Castle Park near the fishing pier. Cars are being driven and parked down the hill near the pier and it is really messing up the lawn in that area. He would like to see the town start to enforce parking in that area. Mr. Pack stated that the way it is right now you are not allowed to drive past the crest of the hill. He stated that he had spoken to staff about a week ago in regards to shutting off the entire barn yard area so that no parking is allowed in that area. Mayor Williams stated that the vehicles tracks in that area are pretty big. Mr. Pack stated that staff has spent some time and money filling in the tracks before events. Mr. Hopkins stated that the tracks were filled in with dirt so that if could be seeded if the town chooses to block off that area from people driving on it and parking. Dr. Cook stated that he is in favor of closing off the entire barn yard area. The Town Manager stated that staff will work with committee however they decide they want to regulate parking and driving in that area. Mayor Williams stated that it is approximately 150 yards from the paved parking lot at the kayak launch to the fishing pier. He stated that most of the fisherman that he has seen using the fishing pier have a cart or wagon to pull all the things they take

down to the pier. Mr. Pack also mentioned that additional parking could be located at the top of the hill in the field behind the barns. Mayor Williams asked if he meant behind what used to be the old office. Mr. Pack stated that was correct. The Town Attorney stated that people will continue to ignore the signs. Dr. Cook suggested putting up a farm gate to keep people from driving on the barn yard lawn. Ms. Chapman stated that it is not just the fishermen that are driving in that area. There are a lot of people for photographs, weddings, senior portraits. She agrees that the town needs some kind of solution to keep people from driving in that area. Mr. Pack stated that if the town puts up a gate to keep people from driving in that area there will be a lot of people that will then park on the side of the road so he recommends putting a gravel parking lot in the field behind the barns and old office building. He stated that the town wants people to use the park and have access to it but vehicles in that area is really tearing up the lawn. Ms. Chapman recommended sending this item to the Parks and Recreation Committee for further discussion after town staff has time to discuss.

The meeting adjourned at 4:16 p.m.

January 31, 2014

TO: SMITHFIELD TOWN COUNCIL

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

SUBJECT: INFORMATIONAL REPORT FOR THE WATER & SEWER COMMITTEE
MEETING HELD ON MONDAY, JANUARY 27TH, 2014

The Water & Sewer Committee held a meeting on Monday, January 27th, 2014 at 4:16 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending were: Mr. Andrew Gregory, Chair; and Mr. Michael G. Smith. Other Council members present were Ms. Connie Chapman, Mr. Randy Pack, Dr. Milton Cook, and Mr. T. Carter Williams, Mayor. Staff members present were Mr. Peter M. Stephenson, Town Manager; Mr. William T. Hopkins, III, Director of Planning Engineering and Public Works; Ms. Lesley G. King, Town Clerk; Ms. Ellen Minga, Town Treasurer; and Mr. William H. Riddick, III, Town Attorney. Also in attendance were Mr. Andy Snyder and Mrs. Scott Schiller of Draper Aden Associates. The media was represented by Ms. Abby Proch of The Smithfield Times.

Committee Chair Andrew Gregory called the meeting to order.

A. MATTERS DISCUSSED BY COMMITTEE WHICH WILL BE ON THE COUNCIL'S AGENDA

1. Amend Ordinance on Utility Connections - The Town Attorney stated that an ordinance on utility connections was adopted at the January 7th Town Council meeting. He explained that it was in regards to the provision that requires a deposit for all new water connections. The Town Treasurer has looked at this and felt that it needed to include language that said delinquent customers that are on the cut off list are subject to a deposit as well to be reconnected. This amendment can be found in Chapter 82, Section 82-33 Service Charges, Item (i) and reads as follows: Any customer whose water service becomes subject to disconnection for failure to pay their account as it comes due shall pay a deposit prior to reconnection. All existing customers are grandfathered without a deposit but if customers do not pay their bill they become subject to deposit fees. The Town Treasurer stated that a notice was put in the Smithfield Times; however it was placed in the public notice or legal section where it was not as likely to be seen so she would be advertising it again in a much bigger ad. Notices have been sent out to all residents and businesses on the town's mailing list. The Town Treasurer stated that all customers that are on the cut off list for January will be given notice that this is going in effect and they have until their next billing in March to get their account current. She

explained that she would be doing the same thing to customers that are billed in February. They would be given until their next billing in April to bring their account current. The Town Treasurer stated that it will be a lot for some customers to pay a deposit and bring their account current. Committee recommends this ordinance amendment be placed on the Action Section of the agenda for consideration.

2. Memorandum of Agreement with Hampton Roads Sanitation District (Consent Order) – The Town Manager stated that included in the packet was a very concise summary from Draper Aden Associates on where the town stands on our Special Order by Consent (SOBC). Mr. Snyder reported that it has been six and a half years since the town started down this path. Mr. Snyder stated that there have been numerous approaches to eliminate sanitary sewer overflows and abatement of excessive sewer system infiltration and inflow. The last approach that occurred to try and get everyone under one umbrella was the regionalization study. This regionalization study was based on all localities transferring over their assets to the Hampton Roads Sanitation District (HRSD). Many localities had issues with this and the regionalization initiative was rejected. From this point the creation of what is now called the hybrid approach was developed. With the hybrid approach all localities will maintain their assets. It really gets into how the region is going to approach sanitary sewer overflows (SSO). The Memorandum of Agreement that has been offered to all the localities basically says that HRSD will take over the responsibilities of the SSO's. It will amend the Special Order by Consent which all localities are under with the exception of Norfolk. Norfolk is under two consent orders of their own. HRSD will be solely responsible for the development, implementation and funding of the Regional Wet Weather Management Plan (RWWMP). This is basically a plan by which they come up with the capital improvements necessary to address the functional problems in the area wide sewer system. What HRSD gets out of this is the opportunity to go into different localities where they think the biggest problems are and go ahead and make the improvements necessary to reduce the inflow of sanitary sewer overflows. When you start looking at the infrastructure that is really the problem this is a pretty significant move forward. This is the fundamental basis for their technical approach for the regionalization. HRSD is proposing to get rid of the regionalization proposal and they will go in and handle the technical issues. The development of a new Regional Wet Weather Management Plan which all localities will have input to will identify those areas that need to be addressed. Once construction is completed then HRSD would turn those assets back over to the locality. At this time based on some of the preliminary work that was done for the regionalization study nothing has been planned for the Town of Smithfield. Mr. Snyder stated that does not mean that is not going to happen. His guess is based on all the work that they have done on the town's system they do not think that there is anything that is a candidate that HRSD wants to go after in the Smithfield area. HRSD would take on this responsibility by amending their consent decree and the town's Special Order by Consent. This agreement has been submitted to the Environmental Protection Agency (EPA) through their counsel with the Department of Justice (DOJ). Mr. Snyder stated he feels they got

an extremely positive response that says this is a worthwhile thing to do. Mr. Snyder stated that by letting HRSD take over this through the modification of their consent decree this takes localities out of the legal target. It becomes their responsibility not the town's responsibility. Mr. Snyder stated that as firm representing the town he feels this is huge. The Town Manager stated that from a legal liability standpoint the localities are still going to be part of the SOBC. Mr. Snyder explained that HRSD counsel has recommended that the localities agree to a modification to the terms of the SOBC in lieu of complete dismissal. Maintaining the SOBC in a modified form will confer protection against frivolous lawsuits related to the Clean Water Act. Mr. Snyder stated that this approach is fundamentally sound from a technical standpoint and takes a lot of weight off the town's back. Mr. Snyder stated that like everything else it is not perfect. There is an obligation that focuses on two elements that the town was going to have to focus on anyways even if the SOBC stays in place as it is now. Localities will be responsible for maintaining and operating their sewer systems in compliance with approved Management, Operations, and Maintenance (MOM) program of the system and maintaining and updating the Flow Monitoring Program. Mr. Snyder stated that Draper Aden Associates makes a recommendation that the town should enter into the Memorandum of Agreement (MOA). Mr. Snyder stated that one thing that the town may want to be aware of moving forward into the process there is going to be huge capital expenditure to tackle the problems regionally. HRSD will eventually increase their rates to cover these expenditures. The structure that they have now is that everyone pays the same rate. Monies that are collected for this Regional Wet Weather Management Plan are going to be spent in different localities. In all likelihood it will not be spent in the Smithfield locality. Mr. Snyder stated that he does not think that is a significant issue because under the existing SOBC our guess is whatever money they spend on this modification the localities would have been spending anyways. If this MOA is adopted the town would be modifying its SOBC The rehabilitation plans with the assessment that the town's cost might go up to four million dollars is basically off the table. The rehabilitation is now being taken care of by HRSD. Mr. Snyder stated that the town would still have an obligation under the MOM Plan where significant defects and other things that have to be fixed. The time table for this work has not been set. Mr. Snyder stated that a plan that is developed strictly towards looking at complying with the MOA is very important. The town should have a document that says the town has a plan. This plan should be submitted to DEQ and HRSD to get their concurrence on it. Mr. Hopkins stated that staff along with the Town Attorney, Mr. Snyder and Mr. Schiller have met to discuss the MOA and feel very comfortable with it. Mayor Williams asked if every locality has to be on board. The Town Manager stated that was correct. Mayor Williams asked why HRSD is willing to do all of this. Mr. Snyder stated that fundamentally they are doing it because after they went through the regionalization study program this is the best way technically to address what they consider the worst areas for overflows. As it is now how they are going to do the performance of the new Regional Wet Weather Management Plan is not clear. It all involves getting to a performance standard in terms of monitoring a specific volume of flow. Anything that is done in the town's system is a

much more practical approach because of some of the analysis work that has already been done in the town's system. The town will be able to fix things that were found but the town would not be held to a performance standard when fixing it. Mr. Snyder gave some examples of performance standards. The Town Manager stated that the town is still looking at spending money but instead of four million maybe a million or a million and a half. Vice Mayor Gregory asked if HRSD already had the ability to tier their rates based on how much they have to spend in certain localities. Mr. Snyder stated that HRSD's rate structure with this MOA is the same as they have now where everyone pays the same rate. Mr. Snyder explained that HRSD is going to eventually increase their rates. When that happens or how much it will increase we do not know; however the numbers that have been passed around have been relatively substantial. The town saves money where if the town has a four million dollar rehabilitation plan we would need to increase user rates in the future to cover these cost. Ms. Minga stated that she did not include any type of increase to the sewer compliance fee when she did the rate analysis last year because the town was not clear where the consent order was going. Vice Mayor Gregory asked what the sewer compliance fee brings in on an annual basis. Ms. Minga stated that it brings in approximately \$400,000.00. Mr. Snyder stated that the problem is the town does not know what the Regional Wet Weather Management Plan is going to be. This will take several years before that comes into focus. Mr. Snyder stated that from a monetary standpoint this gives you the best option of what the town can control in terms of your rates. He stated that he is optimistic that the town can manage something through the existing sewer compliance fee with the idea of possibly reducing that. Mr. Snyder stated that there are a number of things that have been put on hold waiting to see what happened with the regionalization study. Mr. Snyder stated that they intend to put some proposals together for the town's consideration to get some of these things moving forward. There are some things that they have stopped that they will not proceed on. The Town Manager stated that the City of Poquoson was the first locality to adopt the MOA. Most localities will be adopting the MOA at their meeting the first part of February. February 28th is the cut off for localities to adopt the MOA. Mr. Snyder stated that there are two things that have to happen for the MOA to work. One is that all localities must adopt the MOA. If there is one locality that does not wish to participate then it goes away and the town is right back to where we started. The second thing is the EPA has to agree to it because they would have to agree to opening up the consent decree that HRSD already has. The Town Attorney stated that this MOA takes the liability off the town and reduces the local expenditures from four million dollars to one million or a million and a half or less, gives the town the ability to potentially reduce the sewer compliance fee and the target off the town's back. Dr. Cook asked if there was any down side to adopting this MOA. The Town Attorney did not know of any. He stated that the down side was how much money the town was going to potentially spend to fix all these things that the town could not quantify. The town would keep approving projects hoping to some kind of incremental reduction in infiltration. With this MOA that goes away and the town will identify a problem, fix it and keep good records that you have done this. This puts the town in compliance. Mr. Snyder stated that the only down side he sees is that the town

does not know anything about is the Regional Wet Weather Management Plan. The Town Attorney stated that if the town does not adopt the MOA the town still does not know anything about the Regional Wet Weather Management Plan and what it will take to develop it. Mr. Snyder stated that HRSD is required under the MOA to consider all localities input for the development of the Regional Wet Weather Management Plan. Vice Mayor Gregory asked if a wet weather management asset has to be built in a neighborhood who is responsible for acquiring right-of-ways and easements to construct it. Mr. Snyder stated that anything that is planned or proposed by the Regional Wet Weather Management Plan is all on the table of HRSD. Mr. Schiller stated that HRSD would also have to follow all the local codes and guidelines for approvals. Vice Mayor Gregory asked if it would get to a point where Draper Aden Associates will work more for HRSD than individual localities. Mr. Snyder stated that is not the case. As part of this process if the town wishes to move forward with doing a MOA compliance program we will be working with the town to do that. Mr. Snyder stated that one of the issues that have not been addressed yet is private inflow and infiltration problems. They are always concerned when they get into areas that have significant age. They are not sure that they can trust the lateral lines. HRSD has agreed that will not be part of this MOA but would be part of something that is developed under the Regional Wet Weather Management Plan. Draper Aden Associates approach in a compliance program is to monitor the effectiveness of anything that we do. If we get in an area that we think that we have done all that we can do and still have a significant problem we will declare it a private inflow and infiltration problem. Committee thanked Mr. Snyder and Mr. Schiller for coming. The Town Attorney stated that Town Council needs to adopt a resolution given the Town Manager the authority to enter into the MOA on behalf of the Town Council when the final version is approved by the localities. Committee recommended this item be placed on Town Council's agenda for consideration under the action section.

The meeting adjourned at 4:56 p.m.

January 31, 2014

TO: SMITHFIELD TOWN COUNCIL

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

SUBJECT: INFORMATIONAL REPORT FOR THE FINANCE COMMITTEE MEETING
HELD ON MONDAY, JANUARY 27TH, 2014

The Finance Committee held a meeting on Monday, January 27th, 2014 at 4:56 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending were: Mr. Randy Pack, Chair; Mr. Andrew Gregory, Vice Mayor; and Dr. Milton Cook. Other Council members present were: Mr. Michael G. Smith, Ms. Connie Chapman, and Mr. T. Carter Williams, Mayor. Staff members present were: Mr. Peter M. Stephenson, Town Manager; Mr. William T. Hopkins, III, Director of Planning Engineering and Public Works; Ms. Lesley G. King, Town Clerk; Ms. Ellen D. Minga, Town Treasurer; and Mr. William H. Riddick, III, Town Attorney. The media was represented by Ms. Abby Proch of The Smithfield Times.

Committee Chair, Mr. Randy Pack called the meeting to order.

A. MATTERS DISCUSSED BY COMMITTEE WHICH WILL BE ON THE COUNCIL'S AGENDA

1. Invoices Over \$10,000 Requiring Council's Authorization:

a. Luter Family YMCA \$ 50,000.00

Mr. Pack stated that he had spoken to Dr. Cook this morning about some concerns with this invoice. He asked if Ms. Chapman as a representative of the YMCA could address their concerns. Mr. Pack explained that when the town agreed to give the YMCA \$50,000 every year it was for capital improvements and not to fund general membership and maintenance. He stated that originally there was an outdoor pool in the master plan along with an additional parking lot. Mr. Pack stated that rumor has it that an outdoor pool is not going to be done now. He asked if Ms. Chapman could explain what their contribution is funding. Ms. Chapman gave a little background. She stated that there have been two capital improvement expansions. In 2004 the first capital improvement expansion at the YMCA included the indoor pool and gym. The second capital improvement expansion was in 2011. For the second capital expansion the town pledged \$500,000 over the next ten years which is \$50,000 each year. At that time an overall

concept plan was presented which showed an outdoor pool in the future. The outdoor pool was not included in the second capital expansion project. The second capital expansion known as phase II included doubling the size of the fitness center, doubling the size of the child watch center, adding additional parking for staff, adding wellness and fitness equipment, Active Tracks (software to track workouts), and contract with a business that helps identify energy savings equipment. The outdoor swimming pool was on the original concept plan as something that they wanted in the future however it was not what the money was raised for in phase II. Dr. Cook stated that the town is paying the YMCA for phase II that has built with the anticipation of the town's pledge. Ms. Chapman stated that was correct. She also mentioned that they are doing more research on whether an outdoor pool is needed with so many of the newer developments having a pool in them. Newport News YMCA put in splash pad last year and now the Smithfield YMCA is revisiting the idea of an outdoor pool verses a splash pad. Committee recommended approval of budgeted invoice.

b. Isle of Wight – Tourism \$104,988.00

This invoice is for half of tourism's budget from the town. Committee recommended payment of invoice.

c. Isle of Wight – E911 \$ 50,762.50

This invoice is for half of E911 Dispatch's budget from the town. Committee recommended payment of invoice.

d. USbancorp \$ 84,150.83

This invoice is for the reverse osmosis plant and South Church Street waterline replacement, Committee recommended payment of invoice.

e. Caldwell Tanks \$ 25,468.32

This is the town's quarterly invoice for maintenance on the town's water tanks. Committee recommended approval of invoice.

f. Draper Aden Associates \$ 37,984.00

This invoice is for progress billing on the town's sanitary sewer consent order. Committee recommended payment of invoice.

g. SVFD (budgeted contribution) \$ 10,000.00

This invoice is the town's budgeted contribution to the Smithfield Volunteer Fire Department for their rescue truck. The Town Manager stated that the County and Smithfield Foods also make a contribution towards this truck. Committee recommended payment of invoice.

B. MATTERS DISCUSSED BY COMMITTEE WHICH WILL NOT BE ON THE COUNCIL'S AGENDA.

1. December Financial Statement and Graphs – Ms. Minga reported on Real Estate and Personal Property tax collections. At this time \$60,0000 in real estate taxes remaining to be collected which is about \$30,000 less than what was collected this same time last year. She stated that real estate has been slow since day one. Staff is working on delinquent notices now so we are hopeful that will help once they have been sent out.

Staff is also updating the list of people that have at least three years of delinquent taxes so that can be sent to the Town Attorney for him to address. Ms. Minga reported that personal property taxes are in pretty good shape. They have 97% collected. Ms. Minga stated the town is holding its own on water and sewer consumption. The town has received our second quarterly amount from the state for the Highway Fund. Pinewood Heights looks like it is still moving really slowly but we are getting ready to accelerate that with four upcoming closings.

2. December Cash Balances – Ms. Minga stated that cash is looking pretty strong right now. Ms. Minga stated that she would like to set up a date to meet with Mr. Pack and Vice Mayor Gregory to go over some investment options for the town. This item will come back to committee possibly next month. Water = \$277,171.98; Water Debt Service = \$1,229,636.23; Water Capital Escrow Availability Fees = \$303,168.31; Water Treatment Plant Escrow = \$76,886.09; Water Development Escrow = \$119,318.24; **Subtotal Water = \$2,006,180.85.** Sewer = \$(105,780.59); Sewer Development Escrow = \$337,602.13; Sewer Capital Escrow Availability Fees = \$802,152.91; Sewer Compliance = \$412,637.48; **Subtotal Sewer = \$1,446,611.93.** Highway = **\$279,610.57.** General Fund = \$4,158,888.40 Payroll = \$66,641.90; Money Market General Fund Town Bank = \$2,179.33; Business Super NOW-General Fund = \$33,024.26; Money Market General Fund Farmers Bank = \$288,565.03; General Fund Capital Escrow = \$213,983.74; Certificate of Deposit = \$525,775.17; Certificate of Deposit Police Dept = \$36,560.48; Special Project Account (Pinewood) = \$150,845.66; Pinewood Heights Escrow = \$21,529.48; SNAP Program = \$2,975.75; **Subtotal General Fund = \$5,500,969.20.** Beautification = \$7,830.78; Money Market Beautification = \$47,715.77; **Subtotal Beautification = \$55,546.55; TOTAL ALL FUNDS = \$9,288,919.10.**

The meeting adjourned at 5:12 p.m.

January 31, 2014

TO: SMITHFIELD TOWN COUNCIL

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

SUBJECT: INFORMATIONAL REPORT FOR THE PARKS AND RECREATION
COMMITTEE MEETING HELD ON TUESDAY, JANUARY 28TH, 2014

The Parks and Recreation Committee held a meeting on Tuesday, January 28th, 2014 at 4:00 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending were: Ms. Connie Chapman, Chair; Mrs. Denise Tynes, and Mr. Randy Pack. Other Council members present were: Mr. Michael G. Smith, Dr. Milton Cook, and Mr. T. Carter Williams, Mayor. Staff members present were Mr. Peter M. Stephenson, Town Manager; Mr. William T. Hopkins, III, Director of Planning Engineering and Public Works; Ms. Lesley G. King, Town Clerk; and Ms. Amy Musick, Smithfield Center Director. Also in attendance were Ms. Ms. Gina Ippolito of Smithfield on the Move and Ms. Florine Moore. The media was represented by Ms. Abby Proch of The Smithfield Times.

Committee Member, Denise Tynes called the meeting to order.

A. MATTERS DISCUSSED BY COMMITTEE WHICH WILL BE ON THE COUNCIL'S AGENDA.

1. Mission Statement for Town Parks – Mr. Pack stated that the basic concept behind having a mission statement could be applied to all of the town's parks. Mr. Pack read the mission statement as follows: "It is the mission of the Town of Smithfield to preserve and protect the natural beauty and ambience of the Town's parks and green spaces while balancing passive and active opportunities and keeping the parks accessible to residents and visitors alike." Mr. Pack asked for any comments on the mission statement. Dr. Cook expressed his concerns on having a single mission statement for all town parks. He feels that it paints everything with a broad brush. Part of the goal here was to define what Windsor Castle Park is and what Town Council's mission is for that park. Dr. Cook stated that having a broader mission statement defeats the purpose of coming up with a vision for the park. Different parks do different things. Some are very active where others are more passive. Dr. Cook also expressed concern over having a mission statement for every location in town. He does not know if Windsor Castle needs a formal mission statement of what our vision is. If a mission statement is required to convey a vision to the public then maybe it is needed. Mr. Pack stated that when the Parks and Recreation Committee worked on coming up with a mission statement it kind of evolved into including all town parks; however it was started out of the discussion for

Windsor Castle Park. He stated that he can go either way on whether to include all town parks or just Windsor Castle Park. Mr. Pack stated that he feels that the town needs a mission statement for Windsor Castle Park. One of the problems the town has had since he has been on Town Council is that the town does not have a clear direction of where we are going when it comes to Boy Scout projects, Girl Scout projects, or any other civic group, and most recently the addition of proposed amenities. The purpose of having a mission statement is to look back and say this is the direction that the Town Council wants to go with the park does this activity fit that mission statement. Mr. Pack stated that while this is pretty broad Town Council needs something to look at that balances both active and passive opportunities in the park. Committee did not want to get in to much detail in the mission statement on what is active and what is passive. An example was given that walking in the park is a passive activity and running in the park could be defined as active. The town wants to see both of these activities in the park. Discussion was held on what is considered active and what is considered a passive use at the park. Dr. Cook stated that he could argue that soccer fields fall within this mission statement. Mr. Pack stated that was correct but that is where balancing active and passive opportunities comes into play. It is not balanced if you have a soccer field next to a scenic walking path. Mr. Pack stated it was a challenge to come up with a mission statement for Windsor Castle Park because there are so many different aspects to the park. The bottomline is that the town wants to keep it pretty much how it is. After public input and council's work session it has been determined that there is not a whole lot of changes needed at the park. Mrs. Tynes stated that all of Town Council received letters today from the original donor of the park in regards to his wishes for the park. She suggested for future references that this letter be attached to the town's records. Mr. Pack stated that he disagrees with that a little bit. He stated that Mr. Luter gave this park to the town for the town to do what we wanted with it. He thinks that his comments should be taken in consideration but there were no stipulations on what we can and cannot do with it. The purpose of this mission statement is to keep the park balanced between passive and active opportunities. Mr. Pack stated that all citizen comments and concerns carry the same weight with their opinions of the park. Mrs. Tynes stated that she does not want the letter to be attached to the mission statement; however it should be in the town's records noting the original donor's vision for Windsor Castle Park. Mayor Williams stated that he has to disagree with Mr. Pack. He stated that this donor put up six million dollars for this park and he feels that he has a little more weight on what he sees needs to be done in the park. He mentioned that the donor's vision should be included in the town records for future Town Council's to see what the vision of the park was. Mr. Pack stated that part of Mr. Luter's comments that were read at the Parks and Recreation Committee work session was included in this mission statement. Mr. Pack stated that Town Council needs to say this is what our vision is for the park and why. Ms. Chapman came in and committee explained where they were in the topic of discussion. Dr. Cook stated that his point is it is hard to wrap the vision of all the parks under one statement. Mr. Pack stated that he has no problems with making this mission specific to Windsor Castle Park. Ms. Chapman apologized for being late. She stated that she had been

thinking about the mission statement and had planned on suggesting that the mission statement be made specific to Windsor Castle Park. Ms. Musick mentioned that a general Mission Statement for all parks can be used and once that is in place Town Council can develop overall vision and goals for Windsor Castle Park. Mr. Smith stated that he would like to keep the mission statement for all the parks because you can define the vision of each park under that mission statement. Mr. Smith asked Ms. Musick to give the definition of active and passive. Ms. Musick explained that all the proposed amenities for the park are considered passive because they are not an organized event and are not manned by town staff. The kayak launch at Windsor Castle Park is passive and active because you can take your own kayak or you can rent kayaks from town staff. The town Attorney stated that it does not matter if it is active or passive. What matters is whether it is the kind of activity you want at the park. Mr. Pack suggested adopting the mission statement as it is and then have another work session to establish the vision and goals for Windsor Castle Park specific. This mission statement does not tackle the problem of what we want Windsor Castle Park to be. Mayor Williams asked what happen to the survey. Ms. Chapman stated that they were waiting for the Smithfield on the Move survey that is currently online to wrap up. Ms. Chapman mentioned that as Vice Mayor Gregory pointed out in the last work session it is Town Council's responsibility to determine what the town's goals are for the park. She stated that we have a lot of feedback already and the new survey will be added to that information. Ms. Chapman asked if we need to wait until this next survey is complete before we can work on setting goals for the park. Mayor Williams stated that you have to wait until you get all the input from citizens. Town Attorney suggested breaking things up into separate issues because setting goals for the park can be very overwhelming. Discussion was held on why the new survey had been delayed. Staff was waiting for the current survey for Smithfield on Move to be completed to avoid confusion between the two surveys. Mayor Williams stated that at this time we have a mission statement and the next step is what does the town want to be put in the park so the Windsor Castle Foundation Board can start their fundraising efforts. Dr. Cook disagreed with waiting to start the survey in April after the Smithfield on the Move survey is completed. Committee agreed to roll out the new survey mid-February until mid-March. Then combine all data with previous input to come up with goals for the park. Ms. Chapman asked that signage be erected at the entrance of the parks to encourage people to take the survey. Ms. Musick stated that she has poster boards ready to be printed once the town is ready to put the survey online. Notice of the survey will also be in the Smithfield Times, town's website and Facebook. Paper copies of the survey will be at the visitor's center and the Smithfield Center. Committee agreed to forward the general mission statement for all parks to Town Council for consideration under the action section.

B. MATTERS DISCUSSED BY COMMITTEE WHICH WILL NOT BE ON THE COUNCIL'S AGENDA.

1. Public Comments - Ms. Florine Moore of 309 South Church Street was present to make comment on Windsor Castle Park. She asked that the town honor Mr. Luter's wishes by keeping the park the way it is. In regards to adding restrooms she thinks that is entirely up to the town, but it is a money issue with her. She stated that if a little bit needs to be added around the picnic area that is fine but would ask that the town leave the rest of the park as it is. Committee thanked Ms. Moore for her comments.

Ms. Gina Ippolito was present to thank the town for all their support last weekend with the Bob Festival. Everyone did a first class job and it turned out to be a very nice event.

2. Parks and Recreation Committee Report – Ms. Musick reported that as just mentioned the Bob Festival took place and was a very successful event. The Martin Luther King Banquet took place on Monday, January 20th. Ms. Musick stated that upcoming public events include the History Mobile at the Isle of Wight Museum and the re-enactors camping out at Windsor Castle Park Friday, January 31st.

3. Additional Item Discussed: Rental of Smithfield Center - Ms. Musick stated that she received a request today from Little Zion Church. They have held their annual conference here at the Smithfield Center the last couple of years. In years past they have asked the town to move town meetings so that they may rent the entire building for their conference. By the time their conference takes place it has decreased in size and they end up not using the entire building. The request again this year is to move the town's BHAR and BZA meeting so that they may rent the entire building. Ms. Musick expressed her concerns and asked that private events work their schedule around town meetings. Mrs. Tynes asked that when the space is reserved do they request the entire building. Ms. Musick stated that they do but end up only using a portion. Ms. Musick stated that because they are a weekday event payment is received after the event takes place. Dr. Cook asked when they reserved the building are they told that the entire building is available. Ms. Musick stated that when it was reserved they were told that town meetings were scheduled here on that day; however the town received a request to ask these meetings be moved so that they may rent the entire building. Mr. Pack stated if meetings are moved and they pay for the entire building whether they use it or not he does not see a problem. Ms. Musick stated that it sets a bad precedent for other events. Committee agreed that consistency is the best policy to be fair to everyone. Dr. Cook asked in looking forward to this summer how many weekends at Windsor Castle are booked with weddings. Ms. Musick stated that they have twelve weddings and receptions at Windsor Castle and three wedding ceremonies at Windsor Castle with the receptions at the Smithfield Center. Dr. Cook asked what the time frame was on these weddings. Ms. Musick replied that the weddings are in April, May and June and then they start back up in September. Dr. Cook asked what the rental rate for these bookings. Ms. Musick stated

the standard rate is \$850 from Friday to Monday. The resident rate is \$750 from Friday to Monday.

4. Additional Item Discussed: Parking in the Windsor Castle Barn Yard Area – The Town Manager explained to Mrs. Tynes that there was discussion at yesterday's Police Committee in regards to parking in the barn yard area at Windsor Castle Park. Currently signs are in place but people have a tendency to creep past the signs to park and it is messing up the grass in that area. Staff will meet with onsite with any of the committee to discuss options for parking and bring back to next month's committee meeting. Dr. Cook suggested that we need to define which committee Windsor Castle Park items should be listed on. He feels that there will be some overlap on which committee items of discussion should be listed on. There was some discussion on whether the area around the Manor house and outbuildings should be on the Public Buildings and Welfare Committee rather than the Parks and Recreation Committee.

The meeting adjourned at 4:56 p.m.

January 31, 2014

TO: SMITHFIELD TOWN COUNCIL

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

SUBJECT: INFORMATIONAL REPORT FOR THE PUBLIC WORKS COMMITTEE
MEETING HELD ON TUESDAY, JANUARY 28TH, 2014

The Public Works Committee held a meeting on Tuesday, January 28th, 2014 at 4:56 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending were: Mr. Michael G. Smith, Chair; Mrs. Denise Tynes, and Dr. Milton Cook. Other Council members present were: Mr. Randy Pack, Ms. Connie Chapman and Mr. T. Carter Williams, Mayor. Staff members present were: Mr. Peter M. Stephenson, Town Manager; Mr. William T. Hopkins, III, Director of Planning, Engineering, and Public Works; Ms. Lesley G. King, Town Clerk; and Mr. William H. Riddick, III, Town Attorney. Also in attendance was Ms. Florine Moore. The media was represented by Ms. Abby Proch of The Smithfield Times.

Committee Chair, Mr. Michael G. Smith called the meeting to order.

A. MATTERS DISCUSSED BY COMMITTEE WHICH WILL BE ON THE COUNCIL'S AGENDA.

1. Accept Cypress Creek Subdivision Agreement – The Town Attorney stated that we have so many Town Council members that have not ever seen a subdivision agreement. The town has had no development since most of the current Town Council came on board. The town used to do a lot of these agreements. It is a contractual agreement between the town and the developer that sets forth all the things the town expects to be done. The basis of the agreement requires them to put up a bond to insure that the work gets done. The agreement also states that the town has the authority to own and control all the utilities and tap fees. Availability fees have changed so those have been updated. The Town Attorney stated that this agreement has served the town very well in the past. Again it states what the town's obligations are and what the developer's obligations are. The Town Attorney gave an example of why this agreement is needed. In the past the town would approve plans for the developer and the town would never receive a copy of the as-built plans. With this agreement they are required to give the town a copy of the as-built plans before the bond is released. Dr. Cook asked if every time Cypress Creek wants to expand they have to come to the town and do another subdivision agreement. The Town Attorney stated that was correct. There is a new agreement for every phase of a development. The Town Attorney stated that the town

never puts a lot owner in a situation where they own a lot and are in jeopardy of not having water, sewer, roads or streetlights. They cannot buy that lot until the town has money in hand for that project. Mayor Williams expressed concerns over the pipes that have had to be repaired in the Cypress Creek subdivision within the last year. Mr. Hopkins stated that when those pipes were installed the town did not have anyone inspecting the work as it was done. Since that time inspections are required on all water and sewer improvements and the developer pays a 2% inspection fee for the town to engage an engineer to do onsite inspections of the improvements. The Town Attorney stated that the plat is coming up next month for approval by the Smithfield Planning Commission. If Town Council is agreeable to the subdivision agreement it can be approved at the February 4th Town Council meeting subject to plat approval. Committee recommends approval of subdivision agreement subject to plat approval.

The meeting adjourned at 5:09 p.m.

January 31, 2014

TO: SMITHFIELD TOWN COUNCIL

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

SUBJECT: INFORMATIONAL REPORT FOR THE PUBLIC BUILDINGS & WELFARE
COMMITTEE MEETING HELD ON TUESDAY, JANUARY 28TH, 2014.

The Public Buildings and Welfare Committee held a meeting on Tuesday, January 28th, 2014 at 5:09 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending were: Dr. Milton Cook, Chair; Ms. Connie Chapman, and Mr. Michael G. Smith. Other Council members present were: Mr. Randy Pack, Mrs. Denise N. Tynes, and Mr. T. Carter Williams, Mayor. Staff members present were Mr. Peter M. Stephenson, Town Manager; Mr. William T. Hopkins, II, Director of Planning, Engineering and Public Works; Ms. Lesley G. King, Town Clerk; and Mr. William H. Riddick, III, Town Attorney. The media was represented by Ms. Abby Proch of The Smithfield Times.

Committee Chairman, Dr. Milton Cook called the meeting to order.

A. MATTERS DISCUSSED BY COMMITTEE WHICH WILL NOT BE ON THE COUNCIL'S AGENDA.

1. Pinewood Heights Phase II Update – The Town Manager reported that Mr. Michael Dodson of Community Planning Partners had provided the normal update on the project and it was included in the packet. He stated that he had received a letter today from the Department of Housing and Community Development (DHCD) in regards to the Interim Compliance review of the project to date. The town's representative, Ms. Elizabeth Boehringer, was here on January 8th and 9th to audit all the town's records for the project. The Town Manager stated the conclusion portion of the letter from DHCD read as follows: the Town of Smithfield and its numerous partners are to be commended for its commitment to improving the lives of the residents of the Pinewood Heights project area despite the project's long tumultuous start. Delays have occurred in the implementation of Phase 2 due to difficulties in identifying relocation units in the town limits. However, the pace of the project has picked up and progress can be seen. No findings or concerns were identified during the compliance review. This compliance review is considered closed and no response is required. We appreciate the assistance that Ellen Minga and Michael Dodson provided DHCD staff during their review. The

Town Manager stated that as Ms. Minga had mentioned yesterday they will be moving on acquiring some properties very soon. Dr. Cook asked if we have houses already for these individuals to move into. The Town Manager stated to his understanding they do. Mrs. Tynes stated that Mayor Williams and she were at the meeting the first part of January and the citizens in that portion of the project are very happy with their improved living conditions. Dr. Cook asked if the matching funds from the state are expected to continue to be there at this level as we move forward. The Town Manager stated at this point in time, yes it is. He explained that in moving ahead the congress has to approve how much goes to the state and it is a competitive matching grant. As long as the town continues to show good faith and money is available they will continue to fund the project. If some reason this project through congress goes away there is no guarantee of funds. Mrs. Tynes commended Mrs. Barbara Wiggins for her assistance with the project. She has gone above and beyond to help some of the residents find suitable homes. Dr. Cook stated that he asked about the money cause he was trying to figure out how many houses were left in the entire project and whether funding would remain until the end of the project. If the money went away then the town would be faced with the decision on whether to continue with only town funds or stop the project. The Town Manager stated that he will have information at next month's committee in regards to starting the process on the planning grant for Phase III. Dr. Cook asked where the town was in regards to consolidating some of the acquired lots so that they can be sold? The Town Manager stated that he would bring that back to committee as well. Mayor Williams asked if staff could provide an overall picture of what has been done and what still needs to be done in the entire project.

2. Expiration of Negotiation Period for 2011 Windsor Castle RFP – Dr. Cook asked if the town needs to take action on this item or does it just expire. The Town Manager stated that the RFP proposal received would need to be further extended or officially rejected at the next Town Council meeting. Once rejected a new RFP must be advertised in the future for use of that property. Committee agreed to discuss this item in closed session at the February 4th Town Council meeting.

Meeting Adjourned at 5:20 p.m.

**SMITHFIELD POLICE DEPARTMENT
MANAGER'S REPORT
JANUARY 2014**

Committees and Projects:

01/03 TRIAD Steering Committee mtg – Hoffler's house – Kurt Beach
01/07 Crime Line – meeting with Law Enforcement – Chief Bowman, Deputy Chief Howell
01/07 Town Council mtg – Center – Chief Bowman
01/08 Hampton Roads Chiefs' of Police mtg – Newport News PD – Chief Bowman, Deputy Chief Howell
01/08 Department Head mtg – Center – Chief Bowman, Deputy Chief Howell
01/14 TRIAD mtg – Isle of Wight Courthouse – Chief Bowman, Sgt. Miller, Kurt Beach
01/21 Crime Line mtg – Center – Chief Bowman, Deputy Chief Howell, Sgt. Meier, Annette Crocker
01/24 Smithfield Community Crime Prevention meeting – PD – Kurt Beach
01/27 Police Committee mtg – Center – Deputy Chief Howell
01/27 Sexual Assault Response Team meeting – IofW Courthouse – Sgt. Meier, Officer Wright
01/30 Promotional Process – Franklin PD – Lt. Rogers

Training

In-House Training:

01/24 Boat Training – Sgt. Meier, Sgt. Miller, Officer Anderson, Officer D. Adams, Officer Hill, Officer Phillips, Officer Powell (3 hrs.)
01/29 Radar Training (daytime) – PD – Officer Bancroft (8 hrs.)

Community Relations

12/25 Give bicycle away – Pinewood Heights – Sgt. Jones
01/01 School Zone – Sgt. Miller, Officer Cook, Officer Seamster, Officer Seamster
01/02 Setting up residential security survey – Moonefield – Officer Seamster
01/08 Homework Station – Jersey Park Apts. – Officer Bancroft
01/15 Homework Station – Jersey Park Apts. – Officer Fordham
01/18 Pop Warner Banquet – Bridges – Sgt. Jones
01/25 Ride Along – Officer Fordham

Investigations:

Case#: 2014-00007
Location: 820 S Church St
Offense: Embezzlement
Disposition: Pending

Investigators were contacted by the Virginia Education Association in reference to Embezzlement. The president of the Isle of Wight Education Association had misspent \$43,248.00. She claimed that the money was spent on homeless individuals and given to other persons in need. She also said that some of the money was given to students for scholarships. She has been relieved as president and charges are pending.

Case#: 2012-01233 (Update)
Location: 913 S Church St
Offense: Homicide
Disposition: Cleared by Arrest

On 01/15/14 Shymeek Stanfield was arrested for the Homicide of Travis Newby back in December of 2012. Stanfield was arrested by the U.S. Marshals in Hampton. The investigation is still ongoing for his accomplices. Warrants on Stanfield were obtained based on DNA left at the crime scene.

Case#: 2014-00048
Location: 749 Wrenn Rd
Offense: Reckless handling of a firearm
Disposition: Cleared by Arrest

On 1/12/14 Officers responded to 749 Wrenn Rd for shots fired. When Officers arrived on scene they found an expended shell casing for a .380. Officers watched the video footage from the complex and determined that the shots were fired from an individual in 749 Wrenn Rd Apt # B. They spoke to the resident and a Kendra Clarke admitted to firing the gun. She stated she and an unknown black male had gotten into an argument. She felt that he was going to fight her so she fired a shot into the ground to scare him. The male fled before Officers arrived on scene. Clarke was intoxicated and blew a .157 on a PBT. She was charged with reckless handling of a firearm.

Smithfield Center - Monthly Report - January 2014

Booking Date	Building Code	Room Code	Event Name	Group City	How did you hear about us	Pricing Plan	Discount Percent	Venue Totals	Town Services
1/3/2014	Center	MH	Chamber Legislative Breakfast	Smithfield	Town Event	g.) Sponsored	100.00%		
1/3/2014	Center	Suites	Eacho and Parrish Rehearsal	Newport News	Word of Mouth	f.) Nonresident-Saturday	0.00%	\$1,650.00	
1/4/2014	Center	MHSu	Eacho and Parrish Wedding and Reception	Newport News	Word of Mouth	f.) Nonresident-Saturday	0.00%		
1/7/2014	Center	A&B	Town Council	Smithfield		h.) Town	100.00%		
1/7/2014	Center	C&D	Crimeline Meeting	Smithfield	Town Event	h.) Town	100.00%		
1/7/2014	Center	C&D	WCFB Meeting		Town Event	h.) Town	100.00%		
1/8/2014	Center	C&D	Staff Meeting	Smithfield	Town Event	h.) Town	100.00%		
1/9/2014	Center	MH	Deep Cleaning	Smithfield	Town Event	h.) Town	100.00%		
1/13/2014	Center	B	Management Retreat	Surry	Returning Client	a.) Resident -Weekday	0.00%	\$300.00	
1/14/2014	Center	C&D	WC Work Session	Smithfield	Town Event	h.) Town	100.00%		
1/14/2014	Center	C&D	Pinewood Heights Meeting	Smithfield	Town Event	h.) Town	100.00%		
1/16/2014	Center	Suites	Smithfield Women's Club	Smithfield	Recurring Client	Half Off (50% off)	0.00%	\$156.00	
1/17/2014	WCP	Riverfront	BOB Festival Setup		Returning Client	c.) Resident-Saturday	0.00%		
1/18/2014	WCP	Riverfront	BOB Festival		Returning Client	c.) Resident-Saturday	0.00%	\$375.00	\$1,168.50
1/19/2014	Center	MH	Retirement Banquet	Smithfield	Returning Client	b.) Resident-Friday/Sunday	0.00%	\$876.32	
1/20/2014	Center	MHSu	MLK Program		Town Event	g.) Sponsored	100.00%		
1/21/2014	Center	A&B	Schoolhouse Meeting		Town Event	h.) Town	100.00%		
1/21/2014	Center	A&B	Crimeline	Smithfield	Town Event	h.) Town	100.00%		
1/23/2014	Center	C&D	Smithfield Foods Environmental	Smithfield	Returning Client	a.) Resident -Weekday	0.00%	\$200.00	
1/23/2014	Center	MH	Smithfield Meeting	Smithfield	Recurring Client	a.) Resident -Weekday	0.00%	\$400.00	
1/24/2014	Center	MHSu	Kiwanis Mid Winter Conference Setup		Word of Mouth	Non Profit	50.00%		
1/25/2014	Center	MHSu	Kiwanis Mid Winter Conference		Word of Mouth	Non Profit	0.00%	\$650.00	
1/27/2014	Center	A&B	Committee Meetings	Smithfield		h.) Town	100.00%		
1/30/2014	Center	MH	IOW Rescue Setup	Smithfield	Town Event	g.) Sponsored	100.00%		
1/31/2014	Center	MH	IOW Rescue Squad Banquet	Smithfield	Town Event	g.) Sponsored	100.00%		
			Monthly Total					\$4,607.32	\$1,168.50
			Total Deposits for January 2014					\$6,551.32	

January 2014

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
			New Year's Day -Closed Shelby Off		6:00 AM - 11:00 AM MH 8:00 AM Chamber Legislative Breakfast 5:30 PM - 6:30 PM Suites 5:30 PM Eacho and Parrish Rehearsal	10:00 AM - 10:00 PM MHSu 4:00 PM Eacho and Parrish Wedding and Reception
5	6	7	8	9	10	11
		11:00 AM - 12:00 PM C&D 11:00 AM Crimeline Meeting 5:00 PM - 7:00 PM C&D 5:30 PM WCFB Meeting 7:00 PM - 10:00 PM A&B 7:30 PM Town Council	2:00 PM - 4:00 PM C&D 2:00 PM Staff Meeting	Amy Off 9:00 AM - 5:00 PM MH 9:00 AM Deep Cleaning	Amy Off	Amy Off
12	13	14	15	16	17	18
Amy Off	Amy Off 7:00 AM - 7:00 PM C&D 8:00 AM Management Retreat 8:00 AM - 6:00 PM B 2:00 PM Management Retreat	12:00 PM - 4:00 PM C&D 1:00 PM WC Work Session 4:00 PM - 5:00 PM C&D 4:00 PM Pinewood Heights Meeting		9:00 AM - 3:00 PM Suites 12:00 PM Smithfield Women's Club	Lee-Jackson Day-Sat Rate 7:00 AM - 8:00 PM Riverfront 8:00 AM BOB Festival Setup	Sat Rate 7:00 AM - 8:00 PM Riverfront 8:00 AM BOB Festival
19	20	21	22	23	24	25
1:00 PM - 9:00 PM MH 3:00 PM Retirement Banquet	MLK Day-Closed 2:00 PM - 10:00 PM MHSu 6:00 PM MLK Program	8:30 AM - 10:30 AM A&B 9:00 AM Schoolhouse Meeting 11:30 AM - 1:15 PM A&B 12:00 PM Crimeline	1:30 PM - 4:00 PM A&B 2:00 PM Staff Meeting	8:00 AM - 5:00 PM C&D 8:00 AM Smithfield Foods Environmental 1:00 PM - 9:00 PM MH 2:00 PM Smithfield Meeting	1:00 PM - 6:00 PM MHSu 1:00 PM Kiwanis Mid Winter Conference Setup	7:00 AM - 5:00 PM MHSu 8:00 AM Kiwanis Mid Winter Conference
26	27	28	29	30	31	
	3:30 PM - 6:00 PM A&B 4:00 PM Committee Meetings	3:30 PM - 6:00 PM A&B 4:00 PM Committee Meetings		2:00 PM - 5:00 PM MH 2:00 PM IOW Rescue Setup	8:00 AM - 12:00 AM Main Street 8:00 AM History Mobile 10:00 AM - 12:00 AM MH 6:00 PM IOW Rescue Squad Banquet	



Thursday, January 23, 2014

Mr. Peter Stephenson
Town Manager
Town of Smithfield
911 S. Church Street
Smithfield, VA 23430

Dear Mr. Stephenson:

This is to inform you that Charter is making some exciting changes for our customers in your area. We're going "all-digital" and we're adding **more than 70 new high definition (HD) channels to our lineup.**

On or after February 25, 2014, Charter will begin removing the analog format of every channel from our lineup and delivering only high-quality digital signals to each television outlet in the home.

Over time, television technology has transitioned from low-tech analog to the high-quality digital format. As we move to all-digital, we will be significantly increasing our High Definition (HD) lineup with 200+ HD channels. We are also enhancing our Video On Demand (VOD) offering by providing more than 10,000 VOD titles. There is no additional fee for the new HD channels for customers already subscribing to Charter HD services.

In your area, more than 90 percent of Charter's customers are already using digital equipment from Charter to view their favorite channels. For customers without a Charter issued set top box or a CableCard device connected to their televisions, this change will require each TV to be installed with Charter Digital equipment to continue viewing their favorite programming.

To ensure a smooth transition for non-digital households, Charter is providing free digital equipment to customers for a specified period of time. These offers will vary based on a customer's current level of service. Applicable standard equipment rate card pricing will apply upon expiration of those offers.

Concurrent with the move to all digital, we will be encrypting our basic tier of service. For customers without digital equipment, free equipment offers are being made

available for 1 or 2 years based on their eligibility and the tier of service to which they currently subscribe. Encryption of the basic tier will ultimately result in a more secure network and free up necessary bandwidth for increased Internet speeds and other advanced services.

In the coming weeks, Charter will actively communicate how to make the move to all digital. Customers are being notified of these changes by first class mail via the attached customer notice. Additional customer notification efforts will include phone calls, telemarketing efforts and an informational website www.charter.com/digitalnow.

Please contact me with any questions or comments you may have at (864) 286-5090 or jim.corrin@charter.com. If any of your residents require assistance please direct them to our customer care group at 1-888-GET CHARTER (1-888-438-2427).

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Corrin".

Jim Corrin
Director of Government Relations



Charter TV is going 100% digital!

Have your set-top boxes shipped directly to your home.

Dear Charter Customer,

Charter is committed to provide you with the very best products, at the very best value. We have invested over two billion dollars in our fiber rich network to enable us to bring you the highest level of performance and innovation. To deliver even more value to you, we are implementing Charter TV® in a 100% All-Digital format.

Once this conversion is complete you will have the opportunity to enjoy over 200 channels of high definition TV. This is more than any other provider can deliver. We will also be significantly raising our internet data speeds. Combined with our reliable, full featured voice service, Charter will have upgraded your area to our highest level of service, Charter Spectrum.

In order to take advantage of all this, **you will be required to have a Charter-issued set-top box on each TV in your home by February 25, 2014. To help with this transition, we will supply you with 1 additional digital set-top box or 1 HD set-top box or 1 CableCARD at no cost for 12 months.***

By adding a Charter set-top box to every TV in your home, will have access to Charter On Demand, where you can choose from a library of over 10,000 movies and shows, 1,800 in HD, to watch instantly on your schedule. Charter TV® in HD features breathtaking clarity with up to 6x sharper resolution than standard TV. And with Charter DVR® you can pause and rewind live TV, even create your own instant replays.

What should I do?

To get your set-top box and self-installation kit, call 1-877-959-1617. We'll ship directly to your home at no additional cost, so you can install it on your schedule. You don't even have to leave the house. Or if you'd prefer, you can also pick one up from a nearby Charter Store. You'll find all the equipment your TVs need to be 100% digital ready, plus simple step-by-step instructions...no technician necessary.

What about my TV channels?

Some of your current channels will be moving to a new location and some of your channels will be removed. These changes will allow us to offer you a more expansive channel offering and exciting new products and services that we are sure you will enjoy. For your convenience, please find your new channel lineup on the following pages. It outlines the changes and will serve as a handy reference guide so you can easily find all of your new channels.

What will it cost to upgrade?

We will supply you with **1 additional digital set-top box or 1 HD set-top box or 1 CableCARD at no cost for 12 months.***

Questions?

Visit charter.com/digitalnow or call 1-877-959-1617 for more detailed instructions and answers to frequently asked questions.

Call 1-877-959-1617 to order your set-top box and self-installation kit. We'll ship directly to your home at no additional cost.

Sincerely,

Peter Cirelli
Vice President of Marketing

P.S. The sooner you order your digital set-top box, the sooner you can enjoy all the benefits digital TV has to offer!

IMPORTANT NOTICE

To get your set-top box and self-installation kit, call 1-877-959-1617. We'll ship directly to your home at no additional cost, so you can install it on your schedule. You don't even have to leave the house. Or if you'd prefer, you can also pick one up from a nearby Charter Store.

Charter Store

216 Moore Ave., Suffolk, VA 24343
Monday thru Friday 9:00am - 6:00pm
Saturday 9:00am - 1:00pm

Expanded Store Hours: February 17 - March 1

Monday thru Friday 8:00am - 7:00pm
Saturday 9:00am - 5:00pm

Charter Store

107 N. Main St., Franklin, VA 23851
Monday thru Friday 9:00am - 5:30pm

Expanded Store Hours: February 17 - March 1

Monday thru Friday 9:00am - 6:00pm
Saturday 9:00am - 5:00pm

Coming soon!
Stay tuned for more information.

Charter
Spectrum ▶
TV | INTERNET | VOICE



New channel lineup. Effective February 25, 2014.

Programming Service	Current Channel Number & Tier	New Channel Number & Tier	Programming Service	Current Channel Number & Tier	New Channel Number & Tier
SSA/MAX East	518 Digital Premium	554 Digital Premium	ESPN2	33 Expanded Basic	33, 328 Expanded Basic All Digital
StarMax HD - East	New	539 HD Premium	ESPN2 HD	809 Expanded Basic HD	809 Expanded Basic HD
70%	930 Digital Music	930 Digital Music	ESPNews	300 Sports View/Dig Tier 2	300 Sports View/Dig Tier 2
80%	928 Digital Music	928 Digital Music	ESPNews HD	New	817 Sports View/Dig Tier 2 HD
90%	928 Digital Music	928 Digital Music	ESPN	302 Digital View/Dig Tier 1, Sports View/Dig Tier 2	302 Digital View/Dig Tier 1, Sports View/Dig Tier 2
ASA	48 Expanded Basic	Expanded Basic All Digital	ESPN HD	New	810 Digital View/Dig Tier 1, Sports View/Dig Tier 2 HD
ASD HD	773 Expanded Basic HD	773 Expanded Basic HD	ESPN3	25 Expanded Basic	25 Expanded Basic All Digital
A&C Family	Expanded Basic	740 Expanded Basic HD	ESPN3 HD	New	745 Expanded Basic HD
A&C Family HD	New	740 Expanded Basic HD	ESPN3 HD	New	100 Digital View/Dig Tier 1
ActionMAX East	517 Digital Premium	552 Digital Premium	ESPN3 HD	New	106 Dig Tier 1
ActionMAX HD - West	New	535 HD Premium	ESPN3 HD	New	866 Dig Tier 1 HD
Adult Alternative	518 Digital Music	536 HD Premium	ESPN3 HD	New	602 Digital View/Charter TV Select
Adult On Demand	999 Video On Demand	959 Video On Demand	ESPN3 HD	New	52 Expanded Basic All Digital
Alternative	917 Digital Music	917 Digital Music	ESPN3 HD	New	759 Expanded Basic HD
A&C HD	60 Expanded Basic	60 Expanded Basic All Digital	ESPN3 HD	New	112, 132 Digital View/Dig Tier 1
A&C HD	952 Expanded Basic HD	952 Expanded Basic HD	ESPN3 HD	New	793 Digital View/Dig Tier 1 HD
Animal Planet	54 Expanded Basic	54 Expanded Basic All Digital	ESPN3 HD	New	804 Sports View/Dig Tier 2
Animal Planet HD	729 Expanded Basic HD	729 Expanded Basic HD	ESPN3 HD	New	805 Sports View/Dig Tier 2
Arise On Demand	889 Video On Demand	889 Video On Demand	ESPN3 HD	New	306 Sports View/Dig Tier 2
AWT	New	754 Dig Tier 2	ESPN3 HD	New	216 Latino View
AWT HD	769 HD Ultra View/Dig Tier 2 HD	769 HD Ultra View/Dig Tier 2 HD	ESPN3 HD	New	772 Latino View
AXS TV	857 Digital View/Dig Tier 1 HD, HD Ultra View/Dig Tier 2 HD	857 Digital View/Dig Tier 1 HD, HD Ultra View/Dig Tier 2 HD	ESPN3 HD	New	45 Expanded Basic
B&C America	193 Digital View Plus/Dig Tier 1	193 Digital View Plus/Dig Tier 1	ESPN3 HD	New	45 Expanded Basic HD
B&C America HD	New	785 Digital View Plus/Dig Tier 1 HD	ESPN3 HD	New	89 Expanded Basic All Digital
B&C World News	New	138 Dig Tier 2	ESPN3 HD	New	826 Expanded Basic HD
B&C World News HD	New	792 Dig Tier 2 HD	ESPN3 HD	New	826 Digital View/Dig Tier 1, Sports View/Dig Tier 2
BE	72 Expanded Basic	72 Expanded Basic All Digital	ESPN3 HD	New	828 Digital View/Dig Tier 1 HD, Sports View/Dig Tier 2 HD
BE HD	New	877 Expanded Basic HD	ESPN3 HD	New	30 Digital View Plus/Dig Tier 1
BIG	123 Digital View Plus/Dig Tier 1	125, 123 Digital View Plus/Dig Tier 1	ESPN3 HD	New	174 Digital View Plus/Dig Tier 1 HD
BIG HD	New	776 Digital View Plus/Dig Tier 1 HD	ESPN3 HD	New	278 Digital View/Dig Tier 1
Bloomberg	143 Digital View/Charter TV Select	18, 133 Digital View/Charter TV Select	ESPN3 HD	New	794 Digital View/Dig Tier 1 HD
Bloomberg HD	New	786 Digital View/Charter TV Select HD	ESPN3 HD	New	31 Expanded Basic All Digital
Buzz	945 Digital Music	945 Digital Music	ESPN3 HD	New	784 Expanded Basic HD
Buzzing	118 Digital View Plus/Dig Tier 2	90, 118 Digital View Plus/Dig Tier 2	ESPN3 HD	New	171 Digital View Plus/Dig Tier 1
Bravo	64 Expanded Basic	64 Expanded Basic All Digital	ESPN3 HD	New	850 Digital View Plus/Dig Tier 1 HD
Bravo HD	747 Expanded Basic HD	747 Expanded Basic HD	ESPN3 HD	New	122 Sports View/Dig Tier 2
BSN	307 Sports View/Dig Tier 2	307 Sports View/Dig Tier 2	ESPN3 HD	New	840 Sports View/Dig Tier 2 HD
BSN HD	807 Sports View/Dig Tier 2 HD	807 Sports View/Dig Tier 2 HD	ESPN3 HD	New	184 Digital View/Dig Tier 1
Cable Network	233 Latino View	233 Latino View	ESPN3 HD	New	678 Digital View/Dig Tier 1 HD
Cartoon Network	58 Expanded Basic	58 Expanded Basic All Digital	ESPN3 HD	New	968 Digital Adult Pay-Per-View
Cartoon Network HD	New	799 Expanded Basic HD	ESPN3 HD	New	217 Latino View
CBS Sports Network	303 Sports View/Dig Tier 1	303 Sports View/Dig Tier 1	ESPN3 HD	New	37, 206 Expanded Basic All Digital
CBS Sports Network HD	813 Sports View/Dig Tier 1 HD	813 Sports View/Dig Tier 1 HD	ESPN3 HD	New	873 Expanded Basic HD
Cameo	780 Digital View/Dig Tier 1	780 Digital View/Dig Tier 1	ESPN3 HD	New	913 Digital Music
Charter On Demand	1, 999 Video On Demand	1, 999 Video On Demand	ESPN3 HD	New	85, 344 Expanded Basic All Digital
Charter Sports Southeast	New	331 Expanded Basic All Digital	ESPN3 HD	New	942 Expanded Basic HD
Charter Sports Southeast HD	New	814 Expanded Basic HD	ESPN3 HD	New	75, 344 Digital View Plus/Dig Tier 1
Cine Mexican	226 Latino View	226 Latino View	ESPN3 HD	New	756 Digital View Plus/Dig Tier 1 HD
CineMax - East	915 Digital Premium	915 Digital Premium	ESPN3 HD	New	62 Expanded Basic All Digital
CineMax - West	New	530 Digital Premium	ESPN3 HD	New	783 Expanded Basic HD
CineMax HD - East	896 HD Premium	531 HD Premium	ESPN3 HD	New	213, 167 Digital View/Charter TV Select
CineMax HD - West	New	532 HD Premium	ESPN3 HD	New	851 Digital View/Charter TV Select HD
CineMax HD On Demand	880 Video On Demand	880 Video On Demand	ESPN3 HD	New	92, 518 Digital Premium
CineMax On Demand	498 Video On Demand	548 Video On Demand	ESPN3 HD	New	519 Digital Premium
Classic Country	935 Digital Music	935 Digital Music	ESPN3 HD	New	528 Digital Premium
Classic Rock	920 Digital Music	920 Digital Music	ESPN3 HD	New	509 HD Premium
CLDO	165 Dig Tier 2	165 Dig Tier 2	ESPN3 HD	New	590 HD Premium
CMT	71 Expanded Basic	71 Expanded Basic All Digital	ESPN3 HD	New	522 Digital Premium
CMT HD	876 Expanded Basic HD	876 Expanded Basic HD	ESPN3 HD	New	507 HD Premium
CMT Plus Country	183 Digital View/Dig Tier 1	183 Digital View/Dig Tier 1	ESPN3 HD	New	508 HD Premium
CNBC	41 Expanded Basic	41 Expanded Basic All Digital	ESPN3 HD	New	501 HD Premium
CNBC HD	81 Expanded Basic HD	81 Expanded Basic HD	ESPN3 HD	New	922 HD Premium
CNN	43 Expanded Basic	43 Expanded Basic All Digital	ESPN3 HD	New	500 Video On Demand
CNN in Spanish	208 Latino View	208 Latino View	ESPN3 HD	New	526 Digital Premium
CNN HD	New	788 Expanded Basic HD	ESPN3 HD	New	593 HD Premium
CNN International	192 Digital View/Dig Tier 1	192 Digital View/Dig Tier 1	ESPN3 HD	New	514 HD Premium
Comcast Sportsnet Baltimore	16 Expanded Basic	34 Expanded Basic All Digital	ESPN3 HD	New	517 Video On Demand
Comcast Sportsnet Baltimore HD	New	811 Expanded Basic HD	ESPN3 HD	New	531 Digital Premium
Comedy Central	67 Expanded Basic	67 Expanded Basic All Digital	ESPN3 HD	New	508 HD Premium
Comedy Central HD	New	87 Expanded Basic HD	ESPN3 HD	New	506 HD Premium
Comcast Sportsnet Charlotte	936 Digital Music	936 Digital Music	ESPN3 HD	New	506 HD Premium
Cooking Channel	150 Digital View Plus/Dig Tier 1	150 Digital View Plus/Dig Tier 1	ESPN3 HD	New	544 Digital Premium
Cooking Channel HD	New	753 Digital View Plus/Dig Tier 1 HD	ESPN3 HD	New	588 HD Premium
Country Hits	934 Digital Music	934 Digital Music	ESPN3 HD	New	812 HD Premium
C-SPAN	18 Basic	18 Basic All Digital	ESPN3 HD	New	500 Digital Premium
C-SPAN HD	131 Basic Digital	131 Basic All Digital	ESPN3 HD	New	503 HD Premium
C-SPAN2	101 Digital Music	101 Digital Music	ESPN3 HD	New	504 HD Premium
C-SPAN2 HD	905 Digital Music	905 Digital Music	ESPN3 HD	New	998 HD Pay-Per-View
Destination America	152 Digital View/Dig Tier 1	152 Digital View/Dig Tier 1	ESPN3 HD	New	858 HD Ultra View/Dig Tier 2 HD
Destination America HD	New	765 Digital View/Dig Tier 1 HD	ESPN3 HD	New	53 Expanded Basic All Digital
Discovery	49 Expanded Basic	49 Expanded Basic All Digital	ESPN3 HD	New	762 Expanded Basic HD
Discovery en Español	206 Latino View	206 Latino View	ESPN3 HD	New	907 Digital Music
Discovery Familia	211 Latino View	211 Latino View	ESPN3 HD	New	909 Digital Music
Discovery Fit & Health	319 Sports View/Dig Tier 1	319 Sports View/Dig Tier 1	ESPN3 HD	New	46 Expanded Basic
Discovery HD	779 Expanded Basic HD	779 Expanded Basic HD	ESPN3 HD	New	207 Latino View
Discovery Channel	56 Expanded Basic	56 Expanded Basic All Digital	ESPN3 HD	New	766 Expanded Basic HD
Duney Channel HD	New	756 Expanded Basic HD	ESPN3 HD	New	903 Digital Music
Duney Jr.	New	89, 111 Charter TV Select	ESPN3 HD	New	44 Expanded Basic All Digital
Duney Jr. HD	New	781 Charter TV Select HD	ESPN3 HD	New	791 Expanded Basic HD
Disney XD	17 Expanded Basic Digital	88, 117 Expanded Basic All Digital	ESPN3 HD	New	8 Basic All Digital
Disney XD HD	New	757 Expanded Basic HD	ESPN3 HD	New	710 Basic HD
DIY Network	751 Digital View/Dig Tier 1	751 Digital View/Dig Tier 1	ESPN3 HD	New	95, 170 Digital View Plus/Dig Tier 1
DIY Network HD	New	755 Digital View/Dig Tier 1 HD	ESPN3 HD	New	854 Digital View Plus/Dig Tier 1 HD
E!	24 Expanded Basic	24 Expanded Basic All Digital	ESPN3 HD	New	961-963 Digital Pay-Per-View
E! HD	New	744 Expanded Basic HD	ESPN3 HD	New	957 Digital Pay-Per-View
Easy Listening	947 Digital Music	947 Digital Music	ESPN3 HD	New	950 Digital Pay-Per-View
Encore - East	420 Digital Premium	420 Digital Premium	ESPN3 HD	New	661 Charter TV Select
Encore - West	421 Digital Premium	421 Digital Premium	ESPN3 HD	New	656 Charter TV Select HD
Encore Action - East	New	646 Digital Premium	ESPN3 HD	New	321 Basic All Digital
Encore Action HD - East	New	633 HD Premium	ESPN3 HD	New	866 Basic HD
Encore Black - East	435 Digital Premium	435 Digital Premium	ESPN3 HD	New	76, 126 Expanded Basic All Digital
Encore Black HD - East	New	639 HD Premium	ESPN3 HD	New	769 Expanded Basic HD
Encore Classic - East	422 Digital Premium	422 Digital Premium	ESPN3 HD	New	944 Digital Music
Encore Classic HD - East	New	647 HD Premium	ESPN3 HD	New	710 Digital View/Dig Tier 1
Encore Español - East	New	635 HD Premium	ESPN3 HD	New	142 Digital View/Dig Tier 1
Encore Family - East	New	652 Digital Premium	ESPN3 HD	New	737 Digital View/Dig Tier 1 HD
Encore HD - East	New	651 Digital Premium	ESPN3 HD	New	965 Digital Adult Pay-Per-View
Encore HD - West	New	632 HD Premium	ESPN3 HD	New	908 Digital Music
Encore Surprise - East	424 Digital Premium	424 Digital Premium	ESPN3 HD	New	212 Latino View
Encore Surprise HD - East	New	639 HD Premium	ESPN3 HD	New	234 Latino View
Encore Westerns - East	423 Digital Premium	423 Digital Premium	ESPN3 HD	New	26 Expanded Basic
EVN - East	699 Digital Premium	699 Digital Premium	ESPN3 HD	New	749 Expanded Basic HD
EVN - West	New	672 Digital Premium	ESPN3 HD	New	946 Digital Music
EPIC HD - East	New	671 HD Premium	ESPN3 HD	New	158 Digital View/Dig Tier 1
EPIC HD - West	New	672 HD Premium	ESPN3 HD	New	965 Digital View/Dig Tier 1 HD
EPIC HD On Demand	New	670 Video On Demand	ESPN3 HD	New	189 Basic All Digital
EPIC On Demand	489 Video On Demand	625 Video On Demand	ESPN3 HD	New	190 Basic All Digital
ESPN	34 Expanded Basic	34, 327 Expanded Basic All Digital	ESPN3 HD	New	191 Basic All Digital
ESPN Classic	301 Sports View/Dig Tier 2	301 Sports View/Dig Tier 2	ESPN3 HD	New	174 Digital View Plus/Dig Tier 1
ESPN Deportes	215 Latino View	215 Latino View	ESPN3 HD	New	309 Digital View/Dig Tier 1
ESPN Goal Line/Buzzer Beater	New	325 Sports View/Dig Tier 2	ESPN3 HD	New	975 Digital View/Dig Tier 1 HD
ESPN Goal Line/Buzzer Beater HD	New	815 Sports View/Dig Tier 2 HD	ESPN3 HD	New	323 Sports View/Dig Tier 2
ESPN HD	806 Expanded Basic HD	806 Expanded Basic HD	ESPN3 HD	New	438 Sports View/Dig Tier 2 HD

PROCLAMATION BLACK HISTORY MONTH

WHEREAS, Black History Month was initiated by Carter G. Woodson, a noted scholar, historian and son of former slaves in February 1926; and,

WHEREAS, during the nation's Bicentennial in 1976, this was expanded and became established as Black History Month; and,

WHEREAS, the accomplishments and heritage of African-Americans contribute in large measure to the cultural and ethnic diversity which is a hallmark of American Society and of the Town of Smithfield, as well; and,

WHEREAS, the month of February 2014 has been officially designated as Black History Month throughout the United States; and,

NOW THEREFORE, I, T. Carter Williams, Mayor of the Town of Smithfield, hereby proclaim the month of February 2014 to be Black History Month in the Town of Smithfield, and I commend to each citizen the diversity and richness of African-American culture as something to be appreciated and celebrated by all people.

Given under my hand this 4th day of February 2014.

T. Carter Williams, Mayor
Town of Smithfield

RESOLUTION TO AUTHORIZE ENFORCEMENT OF PARKING RULES AND REGULATIONS IN PARKING LOTS FOR SMITHFIELD SQUARE AND SMITHFIELD PLAZA SHOPPING CENTERS. PERMIT

WHEREAS, pursuant to Section 78-143 of the Town Code, the owners of the Smithfield Square and Smithfield Plaza Shopping Centers located within the Town of Smithfield have petitioned the Town Council for the application and enforcement of the Town's parking rules and regulations in their respective parking lots; and,

WHEREAS, the Town Council's police committee has reviewed these requests and deem them appropriate and in the best interests of the residents of and visitors to the Town of Smithfield Foods.

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Smithfield that pursuant to the written petitions of the owners of the Smithfield Square and Smithfield Plaza Shopping Centers located within the Town of Smithfield, the Town's police department is hereby authorized to apply and enforce the Town's rules and regulations applicable to parking in the respective parking lots for these shopping centers.

Adopted this 4th day of February, 2014.

TOWN COUNCIL OF THE
TOWN OF SMITHFIELD

By _____
T. Carter Williams, Mayor

ATTEST:

Lesley G. King, Clerk

RESOLUTION TO APPOINT CHIP STEERING COMMITTEE MEMBERS

WHEREAS, the Town Council of the Town of Smithfield is of the opinion that the Community Help In Progress program has had a positive impact on the community and should be continued; and,

WHEREAS, the Town Council created a CHIP steering committee charged with duty of advising the Town's police department in the implementation and continuation of the CHIP program that has been so successful to date; and,

WHEREAS, the council desires that the program should continue and that the CHIP steering committee should be appointed to continue the good works of the program; and,

NOW, THEREFORE BE IT RESOLVED, that the Town Council hereby appoints the following persons to serve on the CHIP steering committee for a term ending February 28, 2015:

Denise N. Tynes
S. Dawson Moody
Chief Steven G. Bowman
Francine Holloman
Julie Brown-Woodland
Rev. Perry Moss, Jr.
Betty Entsminger

Adopted this 4th day of February, 2014.

TOWN OF SMITHFIELD,
a Virginia municipal corporation

T. Carter Williams, Mayor

Attest:

Clerk



Town of Smithfield, Virginia
Attn: Ms. Ellen Mlinga
PO Box 246
Smithfield, Virginia 23431

Phone (757) 365-4200 Fax (757) 365-4286

RE: Virginia Association Of Counties Finance Program Series 2005A

FOR DEBT SERVICE PAYMENT DUE: 1/20/2014

INTEREST: \$50,337.50

PRINCIPAL:

TOTAL PAYMENT DUE: \$50,337.50

PAYMENT INSTRUCTIONS

*Water Debt Svc Fund
- PD # 1016
1/23/14*

WIRE INSTRUCTIONS: 1/20/2014
U.S. Bank N.A. (091000022)
U.S. Bank Trust N.A. A/C 180121167365
REF: 790154000
ATTN: Kirill Emelianov
651-466-6214

CHECK INSTRUCTIONS: 1/20/2014
US Bank
CM-9705
PO BOX 70870
St. Paul, MN 55170-9705
Reference: Kirill Emelianov

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

SUBDIVISION AGREEMENT
CYPRESS CREEK, PHASE 7A

THIS SUBDIVISION AGREEMENT, made this ____ day of _____ 2014 by and between CYPRESS CREEK DEVELOPMENT COMPANY, L.L.C., a Virginia limited liability company, of the first part, herein referred to as "Developer"; and TOWN OF SMITHFIELD, a Virginia municipal corporation situate in Isle of Wight County, of the second part, herein referred to as "Town".

WHEREAS, the Developer has proposed the development of approximately 450 single-family lots (the "Homes"), a golf course with a 4200 square foot clubhouse and cart storage and maintenance facilities (the "Golf Course Amenities"), which have been under construction and a homeowner's association clubhouse and swimming pool, (the "Homeowner's Amenities") on a certain tract or parcel of land situate in the Town of Smithfield known as Cypress Creek (the "Development") and desires to have a plat for Phase 7A of the Development containing 9 single-family lots entitled "Cypress Creek, Phase 7A " approved by the Town and admitted to record in the Clerk's Office of the Circuit Court of Isle of Wight County, Virginia (the "Subdivision Plat"); and

WHEREAS, installation of sewer, water, streets lights, entrance signage, and street improvements required by the Subdivision Ordinance of the Town by Developer has not been commenced or completed and Developer desires to enter into this Agreement and to furnish the financial assurances required by the Subdivision Ordinance of Town so that the subdivision plat may be approved for recordation, upon Town's assurances that Town will accept such improvements and thereafter operate and maintain same; and

WHEREAS, Developer is required to pay the costs of designing and installing certain sewer lines within the Development.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the approval of the Subdivision Plat and the covenants and agreements herein contained, it is agreed as follows:

ARTICLE I

1. Town hereby authorizes the necessary Town officials to approve the Subdivision Plat of Cypress Creek, Phase 7A for recordation subject to compliance with the design and review standards of the Subdivision Ordinance of the Town.

2. Within twelve (12) months from the date of approval of the Subdivision Plat for Cypress Creek, Phase 7A, Developer agrees to have completed the construction and installation of the sewer, water, and street improvements in the property shown on the plat of Cypress Creek, Phase 7A, as required by the Subdivision Ordinance of the Town.

3. The sewer system improvements, including certain off-site improvements to the sewer system of the Town as required by the Subdivision Ordinance of the Town ("Sewer Improvements"), water system improvements ("Water Improvements"), and street lights and street improvements ("Street Improvements"), are collectively referred to herein as ("the Improvements"). The design, construction and installation of the improvements shall be in compliance with all requirements of the Town, the State Health Department, the State Water Control Board, and the Virginia Department of Transportation and shall be subject to final approval by Town at all steps of design and construction. No construction of the improvements shall commence until the plans and specifications have been approved by the Town and the financial assurances provided as required by Article II of this Agreement. No changes in the plans and specifications shall be made without further approval by Town. All such plans, as finally approved by Town, shall become part of this Subdivision Agreement, Developer shall dedicate and convey the Improvements to the Town upon as hereinafter, and Town shall accept the same. No buildings shall be connected to the sewer or water improvements prior to acceptance of the Improvements by Town, except that in hardship cases temporary use may be made with the approval of Town and where Developer accepts full responsibility and bears the cost of such operation.

4. Town reserves the right and shall fix, and retain all appropriate sewer and water tap fees for properties connected to the sewer and/or water lines constructed and installed by Developer. The initial sewer connection fee for each residential or equivalent connection in Phase 7A of the Cypress Creek Subdivision shall be \$1,580.00 with an availability charge of \$4,120.00 per residential or equivalent connection. The initial water connection fee for each residential or equivalent connection in Phase 7A of the Cypress Creek Subdivision shall be

\$660.00 with and availability charge of \$2,720.00 per residential or equivalent connection. These fees are subject to change from time to time upon the action of Town Council in accordance with the provisions of the Town Code and applicable state law. All connection fees shall be payable to the Town in full when application is made for a zoning permit for that lot or parcel of land. In addition to fees due and owing to the Town of Smithfield, there are connection fees due and owing to the Hampton Roads Sanitation District in connection with connection to the Town's sewer system.

ARTICLE II

1. Developer will, upon execution of this Subdivision Agreement, in order to comply with the Subdivision Ordinance of the Town, provide Town with an unconditional and irrevocable letter of credit in the initial amount of \$_____ which shall serve as Developer's bond for performance. The letter of credit and the performance bond, totally \$_____ will be conditioned upon the performance of all covenants and provisions of this Subdivision Agreement. The form and substance of the letters of credit shall be subject to the approval of Town's attorney.

2. In the event Developer fails to complete the Improvements provided hereinabove in the time designated, Town may complete or cause the same to be completed, and Developer shall be liable to pay to Town the cost necessary to complete the Improvements up to the amount set forth in paragraph 1 of this Article. Any requests by Developer for an extension in the time for completion shall be delivered to Town in writing no later than forty-five (45) days prior to the date for completion as established by the provisions of Article 1, paragraph 2. of this agreement. Any requests for extensions shall be considered and reviewed by the Town council. In the event that an extension is granted, the Developer shall pay an administrative review fee equal to two and one-half percent (2.5%) of the amount of the surety being extended to compensate Town for its significant administrative costs caused as a result of Developer not completing the improvements within the time period established by this agreement.

3. In the event of default by Developer described above, Town may, at its option, collect the cost for the completion of the Improvements hereof from Developer prior to the actual construction of same. In the event the estimated cost is greater than the cost necessary to complete the Improvements, Town shall refund difference to Developer.

4. Reductions in the amount of the surety held by Town may be made by the Town as construction progresses and is approved by Town, except that in no instance shall the amount of the surety be reduced to less than twenty percent 20% of the cost of construction of the Improvements, as determined by the Town Engineer.

5. If Developer shall faithfully execute each and all requirements of this Subdivision Agreement, then the aforementioned letter of credit shall be released by Town to Developer within 30 days of Town's final inspection and after written notification by the Town to Developer of Town's acceptance of the Improvements.

ARTICLE III

1. Developer will not under any circumstances permit the discharge of sewage originating on any other property or premises, either directly or indirectly, into the Sewer Improvements without the specific prior approval of Town. With the approval of Town, Developer may agree with owners of adjacent properties to construct joint facilities to be connected to the Sewer Improvements.

2. Developer agrees that no residence shall be connected to, and that no effluent shall be discharged into the Sewer Improvements prior to infiltration tests and notification by the Town to Developer of Town's tentative acceptance of the Sewer Improvements or portions thereof.

3. Developer shall pay to Town a fee assessed for the inspection of the Improvements constructed as part of the subdivision, which fee is to be paid prior to the construction of the Improvements and equal to two percent (2%) of the estimated construction costs of the Water and Sewer Improvements and one and one-quarter percent (1.25%) of the estimated construction costs of the Road Improvements, as submitted by the Developer and verified by the Town's consulting engineers.

4. Town shall have the right at any and all times to make, connect, or permit the connection of any other sewer or sewer connections or extensions with the Sewer Improvements, at any point or points, and shall have the right to at any and all times to take and dispose of sanitary sewage, through the Sewer Improvements from persons beyond and adjacent to the Development and originating on properties other than that described in this agreement provided the number of connections and capacity necessary for the Homes, the Golf Course Amenities, and the Homeowner's Amenities is reserved.

5. Developer will not under any circumstances permit the flow of water from Town's existing water system into the Water Improvements without the specific prior approval of Town. With the approval of Town, Developer may agree with the owners of adjacent properties to construct joint facilities to be connected to the Water Improvements.

ARTICLE IV

1. Upon completion of the construction of the Sewer Improvements, and the final inspection and approval of construction by Town, Developer shall forthwith convey to Town, free and clear of any encumbrances, and in form approved by Town, all of Developer's right, title and interest to the Improvements, including but not limited to sewer and water mains, force mains, laterals, lines, pipes, pumping stations, and other related facilities, street lights and street improvements, and shall grant and convey to Town, with General Warranty of title any lots or sewage pumping station sites, with access or right-of-way and/or easements of which said force main, gravity mains or any other facility is constructed, all without cost to Town. Such transfer and conveyance shall include but not be limited to all facilities capable of serving more than one customer plus laterals (house or building connections) up to but outside private property lines. Facilities on private property serving one customer shall become the property of that customer.

2. Developer hereby grants to the Town, the exclusive right to establish and re-establish rates for sewer and water service to be furnished by Town after acceptance of the Improvements by Town. Developer covenants and agrees that any contracts for sewer service which it may enter into with customers in Cypress Creek, Phase 7A at any time prior to its conveyance of the Improvements to Town shall incorporate by reference the provisions of this Subdivision Agreement.

3. Developer shall indemnify Town and keep and hold Town free and harmless from any contractual liability to Developer and from all claims on account of injury to Developer or any other person, firm or corporation, or damage to the property of Developer or any other person, firm or corporation arising from or growing out of Developer design, and/or approval, construction and/or installation of the Improvements, and in the event that suit shall be brought against Town, either independently or jointly with such Developer, on account hereof, Developer shall defend the Town in such suit at no cost to Town. In the event of a final judgement being obtained against Town, either

independently or jointly with Developer, then Developer shall pay such judgement with all costs and hold the Town harmless therefrom.

4. Developer, or its lessee or purchaser of any property in the aforesaid subdivision hereby waives as against Town, any and all rights or claims which they may now have, or may hereafter have on account of injury or damage to Developer, lessee or purchaser or on account of injury or damage to the property of Developer, lessee or purchaser directly or indirectly resulting from the failure of Town to supply sewer or water service to Developer, lessee or purchaser in whole or in part under this Agreement; provided, however, that this waiver shall not be construed to relieve Town from any of its contractual obligations to Developer under this Subdivision Agreement.

5. The approval of any final plat or plan of this subdivision or any section thereof under this Subdivision Agreement shall not be deemed an acceptance by the Town of the Improvements for their maintenance, repair, or operations. Until accepted in writing by the Town, the Developer shall be fully responsible for maintenance, repairs, and operations of and shall assume all risks and liability associated with the Improvements. The Developer shall pay the costs of repairing or replacing the Improvements because of defects due to inferior materials or faulty workmanship appearing within one (1) year after acceptance by the Town. The Developer shall post a bond or other security (the "Defect Bond") in form approved by the Town's attorney and with surety acceptable to the Town in the amount of twenty percent (20%) of the total construction costs of the Improvements. The Defect Bond shall guarantee the repair of defects in the Improvements due to the inferior materials or faulty workmanship as required by this Subdivision Agreement.

6. The Town agrees to accept, operate and maintain the aforesaid Improvements upon conveyance to the Town by the Developer, provided that all terms and conditions of this Subdivision Agreement are complied with by the Developer, and especially that (1) the Developer has completed the Improvements in accord with the plans and specifications approved by the Town; (2) the Developer has tendered such appropriate instruments approved by the Town pursuant to Article IV, paragraph 1. of this Subdivision Agreement; and (3) satisfactory evidence is provided by the Developer that the Improvements have been paid for in full by the Developer; (4.) upon receipt by the Town of one copy of "as built" construction plans prepared by the engineering firm which designed the improvements; and; and (5) upon full compliance with the provisions of the Town's street lighting policy and all ordinances relating to street lights

in effect at the time of the installation of street lights.

ARTICLE V

1. The Developer shall bear its pro rata share of the cost of upgrading the Town's existing water system, including but not limited to the Cedar Street well and storage tank (the off-site systems).

2. The design and construction of the upgrading of the off-site systems shall be performed by the Town at its expense.

3. In accordance with the terms of that certain agreement entitled "SUPPLEMENTAL UTILITY AGREEMENT FOR THE CYPRESS CREEK DEVELOPMENT", dated February 1, 2005 and in consideration of Developer's agreement to construct the offsite water system improvements identified in said agreement as the Cypress Creek water main, the Town agrees that the remaining lots in the Cypress Creek Subdivision, including the lots in Phase 7A shall not be subject to the per lot charge currently assessed to individual lots as a pro rata contribution to offset the costs of off-site water improvements.

ARTICLE VI

1. Upon execution of this Subdivision Agreement it shall be recorded in the Clerk's Office of the Circuit Court of Isle of Wight County at the Developer's expense.

2. Developer agrees to obtain the full release of any deed of trust lien on its land in so far as it shall apply to the Improvements and any and all land and easements to the Improvements and any and all land referred to in Article IV, Paragraph 1. of this Agreement, and Town shall not be required to accept the Improvements or connect them to Town facilities until such release has been obtained.

3. Developer and its lessee or purchaser of any property in the aforesaid subdivision hereby agrees that any such property remaining or becoming subject to any existing or subsequent easements, including any scenic easement heretofore or hereafter recorded, shall continue to be subject to such to the extent provided for by the provisions of said easement of record. Developer specifically agrees to reserve unto itself and unto the Town the right of entry upon the lots being conveyed, an easement of entry upon the property for the purpose of removing any obstructions to

the drainage easements, ditches and other drainage structures and facilities located upon the property.

4. Developer and its Lessee or purchaser of any property in the aforesaid subdivision hereby recognizes that no buffer component of a Resource Preservation area in aforesaid Subdivision shall be disturbed, cleared or mowed in contravention of any Federal, State or Municipal law or regulation to which the Resource Preservation Area is then legally subject and shall include a covenant to this effect in its declaration of restrictions and conditions.

5. This Subdivision Agreement shall not be assignable or transferable by Developer without the prior consent of Town.

6. This Subdivision Agreement shall be binding upon Developer's successors and assigns.

WITNESS the following signatures, Cypress Creek Development Company, L.L.C., a Virginia limited liability company, having caused these presents to be executed by its Manager, Pomoco Developments, Inc., a Virginia corporation, which has caused these presents to be executed by Stephen C. Adams, its President, pursuant to due corporate authority, and Town of Smithfield having caused these presents to be executed on its behalf by its Town Manager pursuant to resolutions duly adopted by the Town Council of the Town of Smithfield on _____, 2014.

CYPRESS CREEK DEVELOPMENT COMPANY,
L.L.C., a Virginia limited liability company

By: Pomoco Developments, Inc., a
Virginia Corporation

By: _____
Stephen C. Adams, its President

TOWN OF SMITHFIELD

By: _____
Peter M. Stephenson, Town Manager

STATE OF VIRGINIA
CITY OF HAMPTON, to-wit:

The foregoing instrument was acknowledged before me this ____ day
of _____, 2014 by Stephen C. Adams, President of Pomoco Developments, Inc., a
Virginia Corporation, Manager of Cypress Creek Development Company, L.L.C., a Virginia
limited liability company.

Notary Public

My Commission Expires: _____

STATE OF VIRGINIA
CITY/COUNTY OF _____ to-wit:

The foregoing instrument was acknowledged before me this ____ day of
_____, 2014 by Peter M. Stephenson, as Town Manager of the Town of
Smithfield.

Notary Public

My Commission Expires: _____

AN ORDINANCE TO AMEND AND REVISE CHAPTER 82, SECTION 82-33 OF THE CODE OF THE TOWN OF SMITHFIELD, VIRGINIA

WHEREAS, the Town Council of the Town of Smithfield deemed it to be necessary and important to make a study of its water and sewer rates so as to ensure the long-term viability of the Town’s public utilities; and,

WHEREAS, the Town Council caused such a study to be made by its staff; and,

WHEREAS, after careful evaluation of the water rate study by its finance committee and water and sewer committee, the Town Council finds it to be in the best interest of public health, safety and welfare of the citizens of the Town of Smithfield to amend certain provisions of the Code of the Town of Smithfield to change or provide for usage fees for the Town’s water system:

NOW, THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SMITHFIELD, VIRGINIA:

1. That Chapter 82, Section 82-33 of the Code of the Town of Smithfield, Virginia is repealed and reenacted as follows:

Sec. 82-33. Service Charges—Generally.

- (a) The following service charges for water shall be charged by the town:
 - (1) For service rendered within corporate limits: The bimonthly rate for water customers shall be \$8.95, plus \$5.68 per 1,000 gallons for all water used during the bimonthly billing period.
 - (2) For service rendered outside corporate limits: The bimonthly rate for water customers shall be \$8.95, plus \$7.10 per 1,000 gallons for all water used during the bimonthly billing period.
- (b) Customer shall pay an application fee of \$28.00 to establish a new account with the town. Contractors shall pay an application fee of \$11.00 for an account during new construction. A fee of \$28.00 shall be paid to transfer water service from one premises to another within the town.
- (c) Water customers shall be billed based on usage. New accounts activated in the middle of the billing cycle may be billed in excess of the bimonthly amount on the first bill if previous occupant has usage that must be billed.
- (d) A customer whose water service is discontinued before the end of the billing period shall pay based on usage.

- (e) Customers shall be billed on the first day of every other month for bimonthly water service for the gallons used during the prior bimonthly billing period.
- (f) Where more than one occupant or tenant is served through a water meter, such as in apartments, multifamily dwellings or office buildings, a single water service charge for each use or unit will be billed, either to the owner or his agent or to any one tenant who assumes responsibility for the whole account.
- (g) All water bills shall be payable, in full, on the tenth of the month following the month in which the customer was billed.
- (h) Customers applying for water service shall complete an application and execute a water service contract, in a form prepared and approved by the Town Attorney, prior to initiation of water service. A separate application and service contract shall be required for each new account.
- (i) All new water service customers shall pay a deposit at the time of application for water service and prior to initiation of water service. Any customer whose water service becomes subject to disconnection for failure to pay their account as it comes due shall pay a deposit prior to reconnection. The deposit shall be in an amount equal to the average monthly billing for water and sewer service charged to the category of water service being requested (i.e - single family residential, multi-family residential, commercial, industrial, etc.) for a four month period except as herein provided. The amount of any deposit shall be determined administratively by the Town Treasurer based on billing data and may change from time to time. Deposits for business accounts shall be based on typical water use for the type of commercial activity proposed by the customer for a two month period.
- (j) Any deposit paid by a water service customer and held by the town shall be returned to the customer, upon request and without interest, after said deposit has been held by the town for six consecutive bi-monthly billing cycles provided the customer's account has not been delinquent during this period. Should the customer's account become delinquent at any time during the initial six consecutive billing cycles, then the deposit shall be held by the town until six consecutive billing cycles have occurred with any delinquent payments. Upon payment in full for all charges for six consecutive billing cycles, the deposit held by the town may be credited to the customer's next billing, provided that all other debts, charges and taxes due and owing to the town have been paid in full.

2. This ordinance shall become effective February 1, 2014.

ADOPTED this 4th day of January, 2014.

TOWN COUNCIL OF THE
TOWN OF SMITHFIELD

By _____
T. Carter Williams, Mayor

ATTEST:

Clerk

DRAFT

Mission Statement for Town Parks

It is the mission of the Town of Smithfield to preserve and protect the natural beauty and ambience of the Town's parks and green spaces while balancing passive and active opportunities and keeping the parks accessible to residents and visitors alike.