

Town Council Meeting Agenda

Public Hearing:

To consider first, the demolition of the Hulfish House, and secondly, to consider whether a proper advertisement for its sale or leasing should be placed on the Hulfish House (the grey structure behind the Town Hall) and/or whether a MLS listing should be placed for the sale or lease of the Hulfish House.

- 1.** Call to Order
- 2.** Citizens' Time
- 3.** Minutes
- 4.** Villages of Haymarket (Phase II) Subdivision Plat
- 5.** Bond Extension – Sherwood Forest & Alexandra's Keep
- 6.** Zoning Permit Application(s)
- 7.** Planning Commission Vacancy
- 8.** Building Official's Report
- 9.** Police Report
- 10.** Treasurer's Report
- 11.** Appropriations
 - a. Discretionary Funds – Councilman Leake
 - b. Discretionary Funds – Mayor Stutz
 - c. Clarification to December 19 motion to appropriate bonuses to full-time staff
 - d. Sidewalk repair change order and additional funding
 - e. Quarterly Appropriations
- 12.** Parliamentary Procedure
- 13.** Updates – Old Post Office and Hulfish House
- 14.** Streetscape Expenditure – Verizon Preliminary Engineering Invoice
- 15.** Town Manager's Report
 - a. I-66 Projects
 - b. Haymarket Self Storage
- 16.** Suggested Resolution Supporting House Bill No. 92
- 17.** Closed Session Topics
- 18.** Councilmember Time
 - a. Tobias
 - b. Leake
 - c. Cole
 - d. Mayor
 - e. Scarbrough
 - f. Kenworthy
 - g. Weir

§ 2.2-3711. Closed meetings authorized for certain limited purposes. A. Public bodies may hold closed meetings only for the following purposes:

1. Discussion, consideration or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific public officers, appointees or employees of any public body; and evaluation of performance of departments or schools of public institutions of higher education where such evaluation will necessarily involve discussion of the performance of specific individuals. Any teacher shall be permitted to be present during a closed meeting in which there is a discussion or consideration of a disciplinary matter that involves the teacher and some student and the student involved in the matter is present, provided the teacher makes a written request to be present to the presiding officer of the appropriate board. 3. Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body. 7. Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body; and consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel.; *namely*, For the purposes of this subdivision, "probable litigation" means litigation that has been specifically threatened or on which the public body or its legal counsel has a reasonable basis to believe will be commenced by or against a known party. Nothing in this subdivision shall be construed to permit the closure of a meeting merely because an attorney representing the public body is in attendance or is consulted on a matter.

NOTICE OF PUBLIC HEARING RELATING TO POSSIBLE RENTING, SALE OR DEMOLITION OF HULFISH HOUSE IN TOWN OF HAYMARKET

KINDLY TAKE NOTICE that the Town Council of Haymarket, Virginia will hold a public hearing at its regular meeting on the 10th day of January, 2012 beginning at 7:00 p.m. local time, and on such other dates and times as such public hearing may be continued to from time to time, at the Town Hall of Haymarket, 15000 Washington Street, Suite 100, Haymarket, Virginia 20169, to consider first, the demolition of the Hulfish House, and secondly, to consider whether a proper advertisement for its sale or leasing should be placed on the Hulfish House (the grey structure behind the Town Hall) and/or whether a MLS listing should be placed for the sale or lease of the Hulfish House.

A complete copy of all documents pertaining to these matters is available for public inspection during normal business hours at the Clerk's Office of the Town of Haymarket immediately upon the advertising of this notice. All are invited to attend the public hearing at the time and place aforesaid and present their views. The hearing is being held in a public facility believed to be accessible to persons with disabilities. Any person with questions on the accessibility to the facility should contact the Town Clerk at the above address or by telephone at (703) 753-2600.

TOWN COUNCIL, TOWN OF HAYMARKET, VIRGINIA By: John C. Bennett, Town Attorney



Northern Virginia Community Newspapers Order Confirmation for Ad #0002525473-01

Ad Content Proof Actual Size

Client TOWN OF HAYMARKET **Payor Customer** TOWN OF HAYMARKET **Acct. Exec** dadams
Client Phone 703-754-4816 **Payor Phone** 703-754-4816
 703-753-2600 **Payor Account** 3323570
Account# 3323570 **Payor Address** PO BOX 1230, SHERRIE WILSON
 HAYMARKET VA 20168 USA **Ordered By** Jennifer Preli

Fax 703-753-2800
EMail

Total Amount \$214.00
Payment Amt \$0.00
Amount Due \$214.00

Payment Method

Confirmation Notes:

Text:

Order Notes:

Ad Number 0002525473-01
Ad Type CLP Legal Liner

Pick Up Number
Ad Size 1.0 X 50 Li

Product Placement/Class

Run Schedule Invoice Text

Run Dates

Tag Line

WBD News & Msngr CLP: Legal Ads - CLP Meetings and Events-Legal-CI 1

NOTICE OF PUBLIC HEARING RELATING TO POSSIBLE RENTING, SALE OR DEMOLITION OF HULFISH HOUSE IN TOWN OF HAY

12/30/2011
 NOTICE OF PUBLIC HEARING RELATING TO POSSIBLE RENTING, SALE OR DEMOLITION OF HULFISH HOUSE IN TOWN OF HAY

NVA OodleFeatCLP.com:Onl Any: Legal Ads - CLP Meetings and Events-Legal-CI 30
 NOTICE OF PUBLIC HEARING RELATING TO POSSIBLE RENTING, SALE OR DEMOLITION OF HULFISH HOUSE IN TOWN OF HAY
 12/30/2011, 12/31/2011, 1/1/2012, 1/2/2012, 1/3/2012, 1/4/2012, 1/5/2012, 1/6/2012, 1/7/2012, 1/8/2012, 1/9/2012, 1/10/2012, 1/11/2012, 1/12/2012, 1/13/2012
 NOTICE OF PUBLIC HEARING RELATING TO POSSIBLE RENTING, SALE OR DEMOLITION OF HULFISH HOUSE IN TOWN OF HAY

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TOWN COUNCIL
 TOWN OF HAYMARKET, VIRGINIA
 By: John C. Bennett
 Town Attorney

December 30, 2011

Call to Order

Mayor Stutz calls the meeting to order at 7:00 p.m.

Roll Call

Tobias, Leake, Stutz, Kenworthy, Weir
Absent: Scarbrough & Cole

Citizen's Time

Suzanne Leake – Resident and a teacher at Haymarket Baptist Church Preschool. Haymarket Baptist Church Preschool was invited to the Town's holiday event last weekend. They had requested a 5:00 time slot for the preschoolers to perform. They had it all arranged and last Friday an email was sent changing the time slot for the children to perform. The children and parents waited quite a long time while another group was performing; eventually they just left and were never able to perform. She requests an apology letter from the Town.

Gerry Kennedy – responds to Mrs. Leake. He says the email correspondence chain reflects that Spend the Day in Haymarket emailed Haymarket Baptist Church 12 days ago about the change of time. Mr. Kennedy responds that he will write a letter to Ms. Frasz.

Minutes

Tobias motions to approve the minutes of November 7 & 15, 2011 with one correction provided to the Clerk, Weir seconds;

Ayes: 4

Nays: 0

Absent: Cole & Scarbrough

Piedmont Tire & Auto

Erosion & Sediment Control Bond

Tobias motions to authorize the release of Letter of Credit #1944 in the amount of \$38,537.54 for the Erosion & Sediment Control bond for Piedmont Tire & Auto Site Plan #AFSP20110301 approved by the Town Council on March 7, 2011, Leake seconds;

Tobias-Yes, Leake-Yes, Kenworthy-Yes, Weir-Yes, Cole-Absent, Scarbrough-Absent

Villages of Haymarket

Town Planner reminds that this item was reviewed by the Town Council last month.

John McBride – Representing the applicant addresses the Council

Council issues a staff directive to prepare a modified package for the January meeting for the Preliminary Plat for Villages of Haymarket Phase II.

****Council changes the January 2012 meeting from January 3 to January 10, 2012**

Structural Engineer Reports

Council has requested the Mr. Hall's comments be on record in their entirety.

Mr. David Hall is here to discuss his reports for the Hulfish House and the Haymarket Post Office
In brief summary: the post office recommendation is to build a pole building inside the building. He fears raising the building would destroy it. He would replace the bottom floor and stabilize the 2nd floor.

Hulfish House – Floor framing of the Hulfish house is not sufficient to carry any type of light retail or office load. The water in the basement must be taken care of. He does not believe it's a structural issue so much as it is a health issue. The moisture and humidity can destroy the structure eventually. The main bearing wall that goes between the front room and the back room has been destroyed.

Leake asks if roof replacement would be one of the first things to be done to both buildings. He does not feel the roofs are a structural problem more an architectural issue. He again states that the water entering the building should be addressed immediately, and it could be expensive. The engineer also states that the Hulfish house cannot even take a residential load at this time. He would not replace the flooring, but sister the joists. Once the floor boards are up you get a better idea of the floor joists, but right now they span too far for any type of occupancy.

Weir –asks for Engineer's opinion on potential damage through this winter. He responds that the roof structure itself is in pretty good condition. When he went into the attic the structure itself looked pretty sound. We might want to consider intermediate shoring for this winter. He feels the same way about the Post Office. He recommends a stud wall for this winter to mitigate the 2nd floor of the Old Post Office. He also recommends that any exposed areas should be tarped for this winter.

We also asks about the foundation: condition of the footers, with the exception of the front and rear we are abandoning the foundation. Hulfish house foundation is in pretty good condition and would not need to use the same methods as the Old Post Office. He still recommends putting in some intermediate joists in the Hulfish House. Weir asks if there is extensive termite damage. The engineer did not see any signs of termites, but that is not to say they weren't there at some point in the past. A hole was cut in the floor, the cellar itself has a stone foundation, it looks like they didn't finish the stone wall, but beam is probably rotted, he is proposing from the front foundation to the other foundation wall a shoring up and the bearing wall needs shoring, it is sagging about six inches. You will have to excavate the central footings and have those checked.

Tobias asks about estimates. He is thinking that the post office building, just for the structure, not counting all the bells and whistles, just for framing: \$25,000-\$50,000. Hulfish might be less on the framing part. The cost could be \$30,000 for waterproofing the cellar. He comments to keep in mind that this is a stone foundation, stone leaks. Shoring would be in the \$20,000 range, perhaps less. If we would like to not have any occupancy at all on the 2nd floor of both buildings you can eliminate the cost of stabilization for both to just the first level. His reports assume 50lbs. per square foot of load on both floors, for both buildings. The Old Post Office will need additional things done if the 2nd floor is to be used by office, or order to meet code (such as access), the stairwell does not meet code and will not be able to be used. In the Hulfish House the front stairs meets code, but barely, the back stairs do not.

Leake asks about other historic structures, could you not use it for museum or historical structure. If there is any assembly space at all, the code requirements would be different than for office or retail. It would still have to be looked at.

Mayor asks about foundation, her home is similar to both of these buildings and she has standing water a lot, but uses a sump pump. The engineer comments that a lot of times they will put in a concrete wall on the interior of the foundation, so the look is still there, but the building has some waterproofing.

The Town Attorney asks if the flooring could for milling purposes. Mr. Hall does not recommend it.

Tobias: asks about these improvements and the impact on historic structures. Mr. Hall comments that typically historic resources govern the exterior only.

Haymarket Town Council
15000 Washington Street, #100, Haymarket, Virginia 20169
Monday, December 5, 2011 – Mayor Pamela E. Stutz

Mayor would like to know where the council stands on the two structures:

Tobias – Demo Hulfish; fix the Old Post Office

Leake – Rent the Old Post Office, Hulfish just look good, appealing to the eye.

Milt – Feels there is more history in the post office, Hulfish should come down.

Weir – Bring down the Hulfish, restore the Old Post Office

Mayor suggests that we would allocate \$150,000 toward the Post Office. Her suggestion would be to move forward with renovations on the Old Post Office.

Tobias motions to advertise a public hearing on January 10, 2012 for the consideration of demolition of the Hulfish House and at the same time, a proper advertising to include a sign on the fence and possibly a listing for rent or sale, Kenworthy seconds;

Discussion: Town Attorney would like to research this matter before it is voted on.

**Short break for the Town Attorney to research the minutes.

Town Attorney advises the Mayor that the motion was out of order as there had been no notice of the action and all members of the council should have the opportunity to be present before any action is taken.

Mayor rules the Tobias motion out of order.

Weir motions to suspend the rules, Tobias seconds;

Tobias-Yes, Leake-No, Kenworthy-Yes, Weir-Yes, Cole-Absent, Scarbrough-Absent

Tobias moves to move forward on the previous motion for scheduling a public hearing for the consideration of demolition of the Hulfish House and at the same time place a sign on the property that it is for sale and/or rent, Weir seconds; Discussion: Town Attorney asserts that there are fundamental principles that must take place. Weir is in favor of this we are not taking an action here, we are merely acting upon the information that has been provided by the structural engineer. We are going to have a hearing where the intent is to revisit how to proceed. Mayor feels that if you are going to ask to demo the Hulfish House, why not both of them. She asks that having only looked at it tonight feel if Weir has enough information to move forward with demolition, Weir responds yes with regard to the Hulfish House as the report confirms his suspicions.

Tobias-Yes, Leake-No, Kenworthy-Yes, Weir-Yes, Scarbrough-Absent, Cole-Absent

*Weir asks staff provide the structural engineer reports to public and have it available for the public hearing.

Zoning Permit Application

Tobias motions to approve zoning permit application; Tobias motions that the Town Council approve Zoning Permit #20111114 for a medical office to be located at 15111 Washington Street, #121, in accordance with Section 58-177(9) of the Town Code, Weir seconds

Ayes: 4 Nays: 0 Absent: Scarbrough & Cole

Building Official's Report – James R. Lowery, Jr.

- DR Horton will not have any houses occupied in 2011, probably around March 2012
- Cupcake Heaven has moved to 15125 Washington Street (Bloom Building)

Mayor asks if the storage yard on the Wolf property has been resolved. The Town Planner comments that he and the Town Manager and he have met with the property owner and will report back to council on this matter.

Treasurer's Report – James Naradzay

Provides the Treasurer's Report

Closed Session

The Town Manager advises Council of the necessary closed session discussions: Leases, Town Center Property; Town Contractors; and Annexation

Weir moves to divide, Tobias seconds;

Tobias motions to enter into closed session pursuant to 2.2-3711-A(7) consultation with the Town Attorney on a matter requiring specific legal advice namely leases, status of leases on Town Center Property, Weir seconds;

Tobias-Yes, Leake-Yes, Kenworthy-Yes, Weir-Yes, Cole-Absent, Scarbrough-Absent

Tobias to enter into closed session pursuant to 15-2907(b) Annexation, Weir seconds;

Tobias-Yes, Leake-Yes, Kenworthy-Yes, Weir-Yes, Cole-Absent, Scarbrough-Absent

Leake motions to enter into closed session pursuant to 2.2-3711 A(1) for discussion and consideration of a named employee of the Town of Haymarket, Weir seconds;

Tobias-Yes, Leake-Yes, Kenworthy-Yes, Weir-Yes, Cole-Absent, Scarbrough-Absent

Weir motions that the Council of the Town of Haymarket does hereby certify that to the best of each member's knowledge, only public business matters lawfully exempt from the open meeting requirements by Virginia law were discussed in the closed session, to which this certification applies, and only such public business matters as were identified in the motion convening the closed session were heard, discussed or considered by Council, Leake seconds; Discussion:

Tobias-Yes, Leake-Yes, Cole-Absent, Scarbrough-Absent, Kenworthy-Yes, Weir-Yes, Stutz-Yes

Tobias motions to appropriate up to \$2,500 to retain the services of Mary K Earhart for consultation, analysis, and further training on Quickbooks and to help the Town comply with standard government accounting principles and practices. Funds to come from the Professional Services/CFO line item, Weir seconds;

Tobias-Yes, Leake-No, Kenworthy-Yes, Weir-Yes, Scarbrough-Absent, Cole-Absent

Police Report – Chief James E. Roop

Quote and grant information. DMV gives a list of vendors; the PD has chosen the 1 vendor who sells the same camera that is already installed in the other vehicles.

New vehicle will be on the road by the 19th.

**Tobias motions to appropriate up to \$5,000 from Capital Improvements for the purchase of an in-car camera from Watch Guard, with the money to be returned to that line item when the grant is received, Kenworthy seconds;
Tobias-Yes, Leake-Yes, Kenworthy-Yes, Weir-Yes, Cole-Absent, Scarbrough-Absent**

Tobias asks about court, can we have coverage at night time.

Leake asks if they could at least try to carpool, he happened to be in court and saw 3 cruisers at the same time.

Weir asks why we cannot have 2 court days.

Tobias motions to continue the regularly scheduled meeting of December 5, 2011 to December 19 @ 7pm, Kenworthy seconds;

Ayes: 4

Nays: 0

Absent: Cole & Scarbrough

Submitted:

Approved:

Jennifer Preli, Town Clerk

Pamela E. Stutz, Mayor

Call to Order

Mayor Stutz calls the meeting to order at 7:00 p.m.

Roll Call

Tobias, Leake, Cole, Stutz, Scarbrough, Kenworthy, Weir

Structural Engineer Reports

The Town Manager is looking for a little guidance on how to proceed with the Old Post Office. Leake comments that it needs a roof and siding. Mayor reminds that we left the last meeting trying to figure out if a General Contractor or the Town Manager would handle the renovations.

Old Post Office

Weir says we changed course in May this year. We put out to bid the renovation of both buildings to see if this course would be financially feasible, the bids were varied, we couldn't make an informed decision, so we hired a structural engineer. He believes Tobias' motion to advertise a public hearing for the consideration of demolition of the Hulfish House was proper. He didn't believe the motion was out of order, which is why he motioned to suspend the rules. Leake would like it on the record that he disagrees with Tobias motion of December 5 to advertise a public hearing for the consideration of demolition of the Hulfish House; in his opinion there has been no information that has come forward that determines the building should be demolished. There is nothing revealing in the two reports that should change our course. Weir disagrees, he believes that there were new discoveries in the structural engineer's reports.

Tobias motions to advertise a public hearing on January 10, 2012 for the purpose of discussion and consideration of action that evening for spending up to \$200,000 for the renovation of the Old Post Office, Weir seconds; Discussion: Kenworthy comments that siding and roof shouldn't be done first. Leake disagrees and thinks those things could be done first. The Town Attorney comments that we do not need another public hearing as long as we stay within the confines of the July public hearing notice.

Tobias motions to call for a vote, Weir seconds; (Who?)

Tobias-Yes, Leake-No, Cole-Yes, Kenworthy-Yes, Scarbrough-No, Weir-Yes

Call for a vote on the motion:

Tobias-Yes, Leake-No, Cole-No, Scarbrough-No, Kenworthy-Yes, Weir-Yes

Mayor breaks tie with a No vote

Motion Fails

Leake motions to spend up to \$200,000 for the renovation of the Old Post Office (15120 Washington Street) in a manner to be determined by the structural engineer, Town Manager and the Building Official; funds to come from the Town Center Property budget line item, Scarbrough seconds;

Cole does not want this council to get into the nuts and bolts of this project; we are not qualified to decide what order the renovations should be done in. Weir comments that it seems silly to do the roof, we don't know the cost of the full project, we don't know how much or how little, the earlier RFPs do not take into consideration the structural engineer's report. It is fiscally irresponsible and he cannot support it. Mayor comments that this action shows that some want to get things done; we are no longer dragging our feet. Weir says again, we do not have the expertise to pull this off, we should hire a professional. Tobias comments that the Town

Haymarket Town Council
15000 Washington Street, #100, Haymarket, Virginia 20169
Monday, December 19, 2011 – Mayor Pamela E. Stutz

Manager has a lot of things to do and not sure he wants to be a project manager, lastly, all the information we have on this building has changed since July, again in the light of full disclosure we should present this to the public again before spending funds. Cole would like to give the Town Manager a chance, he amenable to not obligate funds tonight until we see the plan. Mayor: Here we are not doing anything and stalemating again. Weir asserts Point of Privilege, comments that her comment was directed at him. The Mayor says the comment was directed at everyone sitting up here on the Council.

Tobias-No, Leake-Yes, Cole-Yes, Scarbrough-Yes, Kenworthy-No, Weir-No
Mayor breaks the tie with a Yes vote
Motion Carries

Leake motions to spend up to \$150,000 for the renovation of the Hulfish House in a manner to be determined by the Town Manager, Structural Engineer, & Building Official, to come from the Town Center Property budget line item, Scarbrough seconds; Discussion:

Weir asserts the motion is out of order. Weir asks if it's a legal motion in light of the upcoming public hearing on this building, this motion greatly impacts the prior motion of December 5 to hold a public hearing regarding the building. Town Attorney responds that the public hearing was held in July and that this motion is within the context of the public hearing that was held. Tobias agrees with Weir and feels this motion is out of order. Weir asks legal counsel if this matter was dispensed with at the earlier portion of the meeting by Tobias' motion to advertise a public hearing for January 10, 2012?

Town Manager: At the last meeting the Town Council asked us to speak with a real estate agent, he does recommend putting off action on the Hulfish House until the January meeting. He is concerned that it is too much to do and not enough time. He feels we may find a tenant that would be willing to put money into the building. Leake feels the motion needs to go forward now. Weir asks again is this motion proper. The Town Attorney responds that yes it is; the July public hearing was for action and this motion is acting on that public hearing. Tobias' public hearing motion was for informational purposes only, not for action. The Town Attorney responds that spending \$150,000 is vastly different that spending \$200 on an advertisement for a public hearing, the two actions are vastly different and do not conflict. Weir still believes the two actions of council are conflicting, but that this can be resolved if someone reconsiders the motion for a public hearing for January. "Authorizing a public hearing for informational purposes does not preclude the Council from acting on the same manner prior to the public hearing", John Bennett.

Call for Vote:

Tobias-No, Leake-Yes, Cole-Yes, Scarbrough-Yes, Kenworthy-No, Weir-No
Mayor breaks the tie with yes vote, Motion Carries, the matter will be voted on

Call for a Vote on the Motion:

Tobias-No, Leake-Yes, Cole-Yes, Scarbrough-Yes, Kenworthy-No, Weir-No
Mayor breaks tie with a Yes
Motion Carries

Planning Commission Vacancy

Mayor has two persons interested in filling the Planning Commission vacancy; she would like the agenda item tabled to January 10, 2012.

Leake motions to table discussions of appointments to the Planning Commission to the January 10, 2012 Town Council meeting, Cole seconds;

Ayes: 4

Nays: 2

January Meeting

Scarborough & the Town Manager cannot attend the January 10, 2012 meeting

Zoning Text Amendments

Weir motions to refer to the Planning Commission, Section 58-12 of the Town Code for its recommendation as to whether good zoning practice and the public welfare require the amendment of such section to better address land areas brought into the Town limits by annexation or boundary adjustment, Kenworthy seconds; Discussion:

John Bennett will send his recommendations to the staff on this code section

Tobias-No, Leake-Yes, Cole-Yes, Kenworthy-No, Scarborough-Yes, Weir-Yes

Town Manager

- Study of the relocation of the storm pipe at the Haymarket Baptist Church for streetscape purposes. He recommends that this matter be discussed in the closed session.
- Additional funds are needed for Robert Dively, Esq. He believes that an appropriation of \$10,000 would be sufficient to cover costs through the end of the fiscal year.

Scarborough motions to appropriate \$10,000 for the legal services of Robert M. Dively, funds to come from the Streetscape expenditures line item, Tobias-Yes, Leake-Yes, Cole-Yes, Scarborough-Yes, Kenworthy-Yes, Weir-Yes

Mayor

- Announces that the food pantry was robbed, one full freezer of meat was cleaned out
- Mayor asks if the TC would be willing to let the food pantry have a 4th room at 14740 Washington Street

Weir motions to authorize the Town Attorney to amend the lease agreement with the Haymarket Regional Food Pantry to allow the use of a 4th room at 14740 Washington Street, Cole seconds;

Tobias-Yes, Leake-Yes, Cole-Yes, Scarborough-Yes, Kenworthy-Yes, Weir-Yes

Verizon

**For discussion in January

Closed Session

Leake motions to enter into closed session pursuant to VA §2.2-3711 A(1) for discussion and consideration of a named town employees, namely contract employees, and A(3) for the acquisition of real property for public purposes, namely the streetscape project, specifically the Haymarket Baptist Church property acquisition and A(7) matter specific legal advise, namely enforceability of lease provisions, Scarbrough seconds;

Tobias-Yes, Leake-Yes (with the exception of the streetscape project, relating to the Haymarket Baptist Church), **Cole-Yes, Scarbrough-Yes, Kenworthy-Yes, Weir-Yes**

Certification of the Closed Session

Weir motions that the Council of the Town of Haymarket does hereby certify that to the best of each member's knowledge, only public business matters lawfully exempt from the open meeting requirements by Virginia law were discussed in the closed session, to which this certification applies, and only such public business matters as were identified in the motion convening the closed session were heard, discussed or considered by Council, Leake seconds; Discussion:

The record reflects that Councilman Leake did not participate in any matters relating to the Haymarket Baptist church and his certification does not include that matter.

Tobias-Yes, Leake-Yes, Cole-Yes, Scarbrough-Yes, Kenworthy-Yes, Weir-Yes, Stutz-Yes

Cole motions to authorize up to \$750 for the study of relocating the storm drain pipe that is currently engineered to be located at 14800 Washington Street (Haymarket Baptist Church), fund to be taken from the Streetscape expenditure budget line item, Tobias seconds;

Tobias-Yes, Leake-Abstain, Cole-Yes, Scarbrough-Yes, Kenworthy-Yes, Weir-Yes

Council Time

Leake

- Leake comments that the roads are cracking terribly in Greenhill Crossing. He has put in a work order with VDOT, but he asks if the Town Manager could assist him.
- He would like to spend his \$250 Discretionary monies on the purchase of a sump pump for the Hulfish House.

**Discretionary funds must be approved by Council, per the Town Attorney

Leake motions to allow Leake to spend up to \$250 for the purposes of installing a sump pump to come from the discretionary line item.

Motion withdrawn

**Next month's agenda for spending discretionary funds for Mayor and Councilman Leake

Cole

Haymarket Town Council
15000 Washington Street, #100, Haymarket, Virginia 20169
Monday, December 19, 2011 – Mayor Pamela E. Stutz

Cole had discussion with a friend of a developer at PACE. He asks the Council how they would like to keep the front of the building the same, they want a church. They went to the school board to ask how much it is. He would like to come to the TC next month

Cole motions to appropriate \$3,500 for staff Christmas bonuses, Leake seconds; Discussion: Weir would like to know the basis and justification of the bonuses. The Town Manager responds that the bonuses are to go to the 9 salaried employees of the Town.
Tobias-No, Leake-Yes, Cole-Yes, Scarbrough-Yes, Kenworthy-Yes, Weir-No

Scarbrough
Nothing

Kenworthy

- The street lights look great
- He would like to have seen a wreath on every pole

Weir

- He would like a report on status of sidewalk repair as soon as available

Tobias
Nothing

Tobias motions to adjourn at 9:37 p.m., Scarbrough seconds;
Ayes: 6
Nays: 0

Submitted:

Approved:

Jennifer Preli, Town Clerk

Pamela E. Stutz, Mayor



INTEROFFICE MEMORANDUM

TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: VILLAGES OF HAYMARKET –PHASE II
PRELIMINARY PLAT OF SUBDIVISION / PRELIMINARY SITE PLAN AMENDMENT
DATE: 01/10/12
CC: STAFF

The Town Council discussed the above application at its December 5, 2011 Council Meeting. The Applicant has submitted revised materials which have reviewed by the Town Engineer (see attached comments). The Town Attorney is reviewing the Applicant's latest proposal. Staff will update the Council at its January 10, 2012 meeting.

Pursuant to Section 58-508(c), the Town Council shall approve or disapprove all site plans...within 60 days of the receipt of the Planning Commission recommendation. The 60 day period ended December 16, 2011; however, the Applicant has agreed to extend the decision deadline to January 10, 2012. Should the Council wish to discuss the application further, it is recommended that the Applicant agree to a deadline extension.

BACKGROUND

The Applicant has revised its request to develop single-family detached lots along frontage to Bleight Drive and adjacent to the western boundary of the Harrover properties. A detailed explanation of the Applicant revised proposal is provided in the attached memorandum from the Town Engineer dated November 30, 2011. A revised project narrative dated December 5, 2011 and associated plat are also attached. The documents indicate five (5) single-family detached lots, frontage improvements Bleight Drive and Washington Street, a stormwater management easement, and enhanced landscaping along the eastern and northern boundaries of the Harrover properties.

The 0.7 acre subject parcel was identified as a "residue parcel" on the approved final site plan for the Villages of Haymarket. Approved in 2001, Villages of Haymarket created 48 single family detached lots and five open space parcels. The narrative suggests stormwater management facilities and some frontage improvements to Bleight Drive associated with the Villages of Haymarket were sized and designed to accommodate the subject site. The property is zoned R-2 and planned as moderate-density residential use.

RECOMMENDATION

It is recommended that the Town Council review the revised plans at its January 10, 2012 meeting. Staff will provide draft motions and associated findings for the Council's consideration at the same meeting.

VILLAGES OF HAYMARKET – PHASE II
12-5-11
PROJECT NARRATIVE

The purpose of this application is to initiate the second phase of the Villages of Haymarket development.

The Villages of Haymarket – Phase II Preliminary Subdivision Plat and Preliminary Site Plan Amendment focuses upon 0.7 acres of land fronting on Bleight Drive. This parcel of land was created by The Villages of Haymarket approved Subdivision Plat, recorded January 9, 2002 as Instrument #200201090003890. This 0.7 acre parcel is labeled as "residue parcel" on this recorded subdivision plat. This newly created parcel was also shown as "submitted land" in the Declaration for the Villages of Haymarket, which was recorded also on January 9, 2002 as Instrument #200201090003887. Attached is a copy of Exhibits A and B to this Declaration, which show that the "residue parcel" was submitted to, and remains part of, the Villages of Haymarket HOA regime. This parcel was not identified as "additional land," which may or may not be added to the HOA regime later. The Harrover tract was one of the parcels identified as "additional land."

This same 0.7 acre parcel was also shown as being within the boundaries of the land area subject to the approved final site plan for the Villages of Haymarket. It is labeled as "residue area" on that Plan. In fact, some frontage improvements were made to Bleight Drive along this parcel's frontage because of the inclusion of this land area in the approved site plan. The Villages of Haymarket Stormwater Management facilities shown on the approved site plan were sized to accommodate the future development of this land because it was included within the project area. Accordingly, the zoning tabulations for these two preliminary plan submissions provide zoning requirement tabulations for the entire Villages of Haymarket project area, because this parcel was (and still is) a part of that development.

In 2004, the Harrover Property rezoning application showed the 0.7 acre property as part of an overall Villages of Haymarket, Phase II proposed plan. The 0.7 acre "residue parcel", however, was not included in the rezoning area because it was already zoned R-2. Because this rezoning was denied and the Harrover Property purchased by the Town, the Villages of Haymarket developer is now submitting an amended Villages of Haymarket – Phase II plan, which includes the only undeveloped land remaining within the Villages of Haymarket project area -- the 0.7 acre parcel.

As such, the Villages of Haymarket – Phase II application proposes to create an additional five (5) single-family detached lots within the Villages of Haymarket, and to dedicate the necessary public right-of-way along Ex. Bleight Drive to accommodate the required road frontage improvements (the Phase I Villages of Haymarket site plan provided only interim improvements to Bleight Drive and an interim public street easement). Additional right-of-way is also being dedicated along Ex. Washington Street to accommodate the Town's future Streetscape Program. As part of the Phase II development, Ex. Bleight Drive will be made – a widening to a 27' pavement section with curb and gutter to be installed along the frontage of the proposed lots. In addition, a 5' wide concrete sidewalk will be constructed along Ex. Bleight Drive and a portion of Washington Street, providing safe pedestrian access to Washington Street for residents and school children from the Villages of Haymarket.

The Bleight Drive roadway widening will be constructed from Ex. Washington Street (Route 55) to the existing intersection at Dogwood Park Drive. The adjacent Alexandra's Keep subdivision, which is currently under construction, is responsible for the widening of Bleight Drive north of Dogwood Park Drive to the existing roadway terminus.

#1524188v1 PROJECT NARRATIVE JLM clean 12-8-11 54449.00001



INTEROFFICE MEMORANDUM

TO: MARCHANT SCHNEIDER
FROM: HOLLY MONTAGUE, PE
SUBJECT: VILLAGES OF HAYMARKET II- PRELIMINARY PLAT/PRELIMINARY SITE PLAN
DATE: 12/29/2011
CC:

Per your request, I have reviewed the preliminary plat/preliminary site plan submitted by the applicant for Villages of Haymarket II. They have incorporated the revisions shown on the landscape buffer exhibit at the request of the Town. At this time, I have no additional comments and recommend forwarding the preliminary plat/preliminary site plan to Town Council for consideration.

Please let me know if you have any questions. I can be reached at hmontague@townofhaymarket.org or at phone number 703-968-6792.



INTEROFFICE MEMORANDUM

TO: JOHN BENNETT, ESQ.
FROM: HOLLY MONTAGUE, PE
SUBJECT: VILLAGES OF HAYMARKET II-- REVIEW AND COMMENTS OF LANDSCAPE BUFFER EXHIBIT
DATE: 11/30/2011
CC:

Per your request, I have reviewed the Landscape Buffer Exhibit submitted by the applicant for Villages of Haymarket II. They have incorporated the following revisions at the request of the Town:

1. They have reduced the number of lots from six to five.
2. They have changed all garages to be side loading instead of front loading.
3. They have provided half of an opaque landscaping screen (SC) on Town Property behind the existing Villages of Haymarket development and the proposed Villages of Haymarket II development. It should be noted that current zoning requirements only require a transparent screen (SA).
4. They have provided the transparent screen (SA) on the proposed Villages of Haymarket II lots.
5. They have provided a swale along the rear of Town property from the drainage divide between the Food Pantry and the Police Station, draining to an inlet on Lot 48 of Villages of Haymarket II in order to decrease the sheet runoff draining to the existing Villages of Haymarket development. They have provided the ditch computations for this swale.
6. They have provided a yard inlet and additional storm drainage on Lot 48 of Villages of Haymarket II to pick up the water from the proposed swale on Town property and incorporated it into the existing storm system and stormwater management pond in the existing Villages of Haymarket development. They have provided the storm sewer computations for the proposed and existing storm sewer outletting to the existing stormwater management pond using the As-Built information for the existing Villages of Haymarket development.
7. While not requested by the Town, they have extended the five foot concrete sidewalk around the corner of Washington Street and Bleight Drive and provided a handicap ramp. This was provided so the children of the existing Villages of Haymarket development would have a sidewalk to stand on to wait for the bus and will be torn out with future Enhancement Improvements to Washington Street.

I offer the following comments on the Landscape Buffer Exhibit:

1. A drainage easement needs to be added around the proposed storm sewer on Lot 48.
2. In the storm sewer computations, the storm intensity (I) should be 7.27 in/hr instead of 6.75 in/hr per Prince William County DCSM Section 700 Exhibit 5 for a 10 year storm and Time of Concentration of 5 minutes. The storm computations need to be revised and carried through to the hydraulic grade line computations to verify the storm water will remain within the inlets.

Please let me know if you have any questions regarding these comments. I can be reached at hmontague@townofhaymarket.org or at phone number 703-968-6792.

VILLAGES OF HAYMARKET - PHASE II

PRELIMINARY PLAT OF SUBDIVISION / PRELIMINARY SITE PLAN AMENDMENT

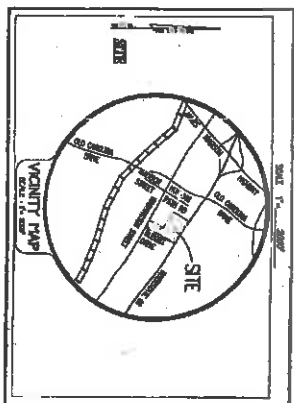
TOWN OF HAYMARKET PRINCE WILLIAM COUNTY, VIRGINIA

GENERAL NOTES:

1. THE PROPERTY IS LOCATED IN THE TOWN OF HAYMARKET, PRINCE WILLIAM COUNTY, VIRGINIA.
2. THE PROPERTY IS OWNED BY THE TOWN OF HAYMARKET, PRINCE WILLIAM COUNTY, VIRGINIA.
3. THE PROPERTY IS BEING SUBDIVIDED INTO LOTS AND BLOCKS FOR THE PURPOSES OF DEVELOPING A RESIDENTIAL DEVELOPMENT.
4. THE PROPERTY IS BEING SUBDIVIDED INTO LOTS AND BLOCKS FOR THE PURPOSES OF DEVELOPING A RESIDENTIAL DEVELOPMENT.
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20. THE PROPERTY IS BEING SUBDIVIDED INTO LOTS AND BLOCKS FOR THE PURPOSES OF DEVELOPING A RESIDENTIAL DEVELOPMENT.

ENGINEER'S CERTIFICATE

I, **DAVID H. DAVIS**, a PROFESSIONAL ENGINEER IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED SUBDIVISION IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE SUBDIVISION ACT AND THE SUBDIVISION REGULATIONS OF THE BOARD OF PROFESSIONAL ENGINEERS OF THE COMMONWEALTH OF VIRGINIA.



SHEET INDEX

NUMBER	DESCRIPTION
1	COVER SHEET
2	TYPICAL SECTIONS AND SITE TAILORINGS
3	OVERALL LAYOUT
4	PRELIMINARY PLAT OF SUBDIVISION / PRELIMINARY SITE PLAN AMENDMENT
5	LANDSCAPE BUFFER EXHIBIT
6	PROPOSED DRAINAGE DIVISION EXHIBIT

OWNER

GORMAN FAMILY INVESTMENTS, LLC
1829 SILVER HILL LANE
LEESBURG, VA 20175
Phone: (703) 777-5435

APPLICANT

OAK RIDGE INC.
P.O. BOX 1748
LEESBURG, VA 20177
Phone: (703) 777-5435

APPROVAL BLOCK

SIGNATURE OF PLANNING _____ DATE _____

NO.	SHEET NUMBER AND REASON DESCRIPTION	DATE
1	REV. PER TOWN COMMENTS (L0)	06-08-11
2	REV. PER TOWN COMMENTS (L0)	06-21-11
3	REV. PER TOWN COMMENTS (L0)	07-01-11
4	REV. PER LANDSCAPE BUFFER EXHIBIT (L0)	07-08-11



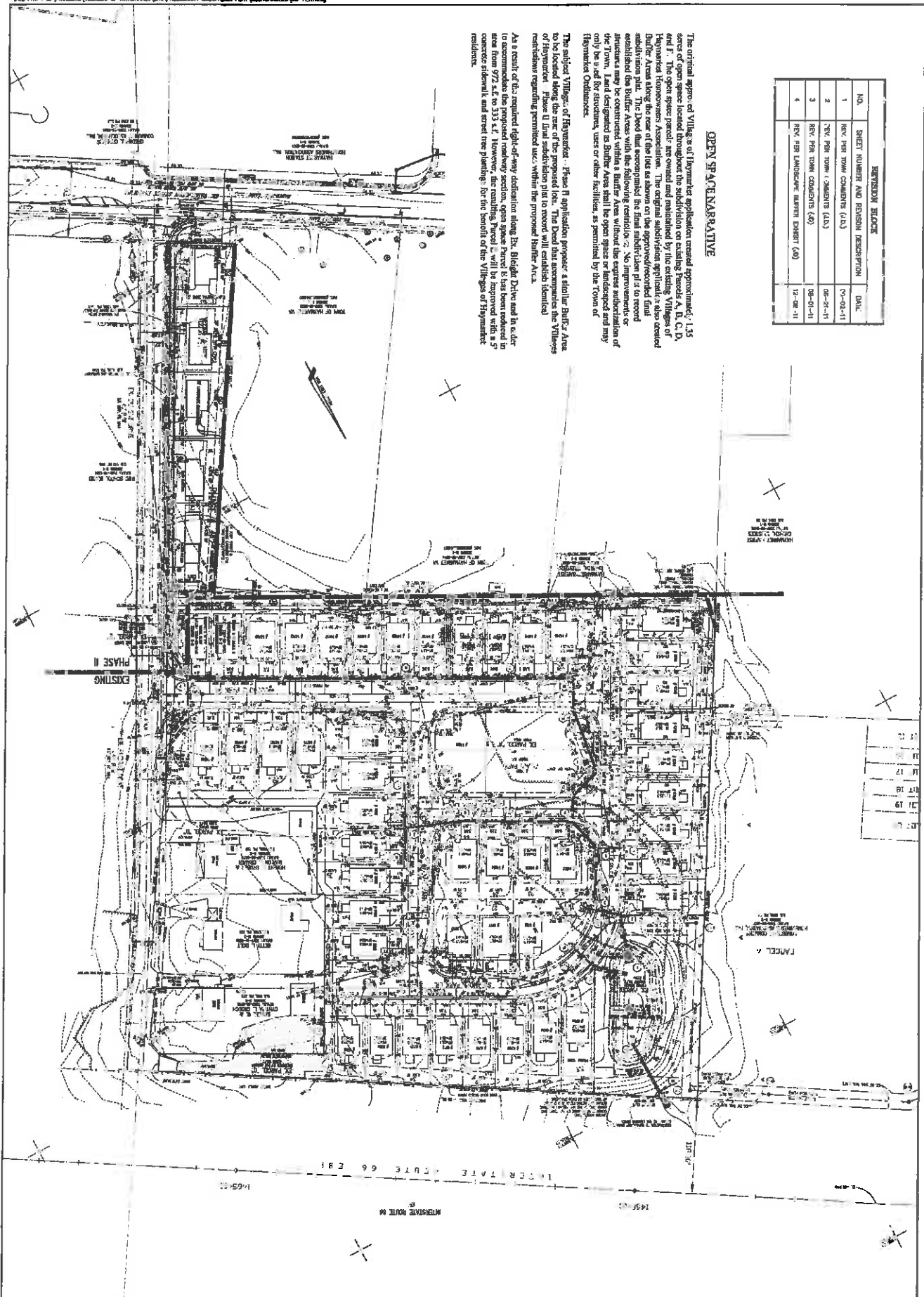
REVISION BLOCK		
NO.	SHEET NUMBER AND REVISION DESCRIPTION	DATE
1	REV. PER TOWN COMMENTS (A,B)	09-02-11
2	REV. PER TOWN COMMENTS (A,B)	08-21-11
3	REV. PER TOWN COMMENTS (A,B)	08-01-11
4	REV. PER LANDOWNER (BARRETT EXHIBIT (A))	12-08-11

OPEN SPACE/NARRATIVE

The original approval of Villages of Haymarket application created approximately 1.35 acres of open space located throughout the subdivision on existing Parcels A, B, C, D, and F. The open space parcels are owned and maintained by the existing Villages of Haymarket Homeowners Association. The original subdivision applicant also created Butler Acres along the rear of the lots as shown on the approved/recorded final subdivision plat. The deed that accompanied the final subdivision plat to record established the Butler Acres with the following covenants: No improvements or alterations shall be made on the Butler Acres, and the Butler Acres shall be open space and shall be used for recreation, uses or other facilities as permitted by the Town of Haymarket Ordinances.

The subject Villages of Haymarket Phase II application proposes a similar Butler Area to be located along the rear of the proposed lots. The Deed that accompanies the Villages of Haymarket Phase II final subdivision plat to record will establish identical covenants regarding permitted uses within the proposed Butler Area.

As a result of the required right-of-way dedication along the Blight Drive and in order to provide for the required right-of-way, open space Parcel F has been reduced in size from 922.45 to 333.47. However, the subject Villages of Haymarket Phase II final subdivision plat to record will provide for the same amount of open space and street tree plantings for the benefit of the Villages of Haymarket residents.



OVERALL LAYOUT
VILLAGES OF HAYMARKET - PHASE II
 PRELIMINARY PLAT OF SUBDIVISION / PRELIMINARY SITE PLAN AMENDMENT
 TOWN OF HAYMARKET PRINCE WILLIAM COUNTY, VIRGINIA

THE KDL GROUP LLC
 P.O. BOX 600
 HAYMARKET, VA 20109
 PHONE 703 785-7000 FAX 703 785-7061
 www.kdlgroup.com

SCALE: 1" = 40' (AS SHOWN)
 DATE: 12-14-11
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 TITLE: [Title]
 SHEET NO. 2 OF 3

Gene Swearingen

From: Plaster, Barbara [Barbara.Plaster@ofplaw.com] on behalf of McBride, John [John.McBride@ofplaw.com]
Sent: Friday, December 16, 2011 11:13 AM
To: JCBE@msn.com; Jennifer Preli; Gene Swearingen
Cc: McBride, John
Subject: FW: The Villages of Haymarket - Phase II
Attachments: TRANSMIT7 TOWN SBPL Signature Sets 12-14-11.pdf; PROJECT NARRATIVE JLM clean 12-8-11.pdf; Haymarket-01.pdf; Haymarket-02.pdf; Haymarket-03.pdf; Haymarket-04.pdf; Haymarket-05.pdf; Haymarket-06.pdf

I attach for your convenience, the revised preliminary subdivision and site plan amendment plans. These were filed on December 14, 2011 by our engineer, John Davis, P.E.

The Applicant, at the December 5, 2011 Town Council meeting, agreed to extend the statutory review periods, contained in Town Code Section 58-508 and Code of Virginia, annotated, Section 15.2-2260.D, until January 11, 2012 so that the Town Council can act at its meeting scheduled for January 10, 2012.

**Odin
Feldman
Pittleman PC**

Barbara D. Plaster
Assistant to John L. McBride and
Amber K. Burke
Barbara.Plaster@ofplaw.com
Direct: 703-218-2321

9302 Lee Highway, Suite 1100 Fairfax, VA 22031-1214
Phone: 703-218-2100 Fax: 703-218-2160 www.ofplaw.com

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IRS Circular 230 Disclosure:

We are required to advise you that any tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used by any taxpayer (i) for the purpose of avoiding any penalties that may be imposed under the Internal Revenue Code, or (ii) in promoting, marketing or recommending any entity, investment plan or arrangement, or any other transaction or matter discussed herein to any taxpayer other than the intended recipient hereof.

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From: John Davis [mailto:jdavis@kdlgroup.com]
Sent: Thursday, December 15, 2011 1:22 PM
To: McBride, John



INTEROFFICE MEMORANDUM

TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: BOND EXTENSION – ALEXANDRA’S KEEP & SHERWOOD FOREST
DATE: 01/10/2012
CC: STAFF

D. R. Horton, the developer of Alexandra’s Keep and Sherwood Forest has requested a 12-month extension of the bonds related to the two developments.

BACKGROUND

The letters of request are attached. The bond extension fees of \$250.00 for each development have been paid. The reason for the extension is that the work and final approval by the Town will not be completed within the one-year time period of the current bonds.

RECOMMENDATION

It is recommended that the Town Council approve the request for bond extension for Alexandra’s Keep and Sherwood Forest.



December 22, 2011

VIA FEDEX OVERNIGHT DELIVERY

Jennifer Preli, Town Clerk
Town of Haymarket
15000 Washington Street
Haymarket, VA 20169

RE: Alexandra's Keep Letters of Credit (Plan # FS20080714)
Performance – Letter of Credit #TFTS-867146
Erosion Control – Letter of Credit #TFTS-867126
Landscaping – Letter of Credit #TFTS-867138

Dear Ms. Preli:

Enclosed please accept this letter as our formal request to extend the bond agreements for the above-referenced letters of credit an additional 12 months. I have enclosed a check in the amount of \$500.00 which includes the \$250.00 bond extension fee for this project (the remainder is for Sherwood Forest).

Thank you for your consideration of this request and please do not hesitate to contact me if there is anything else you will need.

Very truly yours,

Lauren Worthington
Land Coordinator
(571) 723-0838

Enclosure



December 22, 2011

VIA FEDEX OVERNIGHT DELIVERY

Jennifer Preli, Town Clerk
Town of Haymarket
15000 Washington Street
Haymarket, VA 20169

RE: Sherwood Forest Letters of Credit (Plan # FSP20060429)
Performance – Letter of Credit #TFTS-855188
Erosion Control – Letter of Credit #TFTS-8855186
Landscaping – Letter of Credit #TFTS-855187

Dear Ms. Preli:

Enclosed please accept this letter as our formal request to extend the bond agreements for the above-referenced letters of credit an additional 12 months. I have enclosed a check in the amount of \$500.00 which includes the \$250.00 bond extension fee for this project (the remainder is for Alexandra's Keep).

Thank you for your consideration of this request and please do not hesitate to contact me if there is anything else you will need.

Very truly yours,

A handwritten signature in cursive script that reads "Lauren Worthington".

Lauren Worthington
Land Coordinator
(571) 723-0838

Enclosure



INTEROFFICE MEMORANDUM

TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: ZONING PERMIT APPLICATIONS
DATE: 01/10/2012
CC: STAFF

The Planning Commission has forwarded two Zoning Permit applications for approval by the Town Council.

RECOMMENDATION

It is recommended that the Town Council approve the zoning permit applications for the following businesses:

15125 Washington Street, #100 – Retail for Bakery/Cupcakes. Permit Number ZP20111208

4430 Costello Way, Suite B – General Office. Permit Number ZP20111118

The form of the motion would be:

1. I move that the Town Council approve Zoning Permit #20111208 for a retail store to be located at 15125 Washington Street, #100, in accordance with Section 58-177(17) of the Town Code. I further move that the Town Council approve Zoning Permit #20111118 for a business office to be located at 4430 B Costello Way, Suite 302B, in accordance with Section 58-177 (9) of the Town Code.

OR,

2. I move an alternate motion.



ZONING PERMIT / CERTIFICATE OF APPROPRIATENESS

NOTE: This application must be filled out completely and all components of submission requirements must be met before the application can be accepted and scheduled for review/hearing.

PERMIT #: ZP 20111208

ZONING ACTIVITY: New Construction Alteration/Repair Addition
 (Check all that apply) New Tenant/Use Change of Use Relocation

PROPOSED USE: Retail Bakery Size (Sq. Ft./Length) of Construction: _____

SITE ADDRESS: 15125 Wash St, #100 Parcel ID #: _____

Subdivision Name: _____ Lot Size: _____

Zoning District: R-1 R-2 B-1 B-2 I-1 C-1 Site Plan Required: Yes No

Special Use Permit Required: Yes No Homeowners Association (HOA) Approval: Yes No

Off-street Parking: Spaces Required: _____ Spaces Provided: _____

Brief Description: Retail for Cupcakes + Corgels

Supporting Documentation Provided (attached): Plat Plan Specification Sheet Photograph(s)

PERMIT HOLDER INFORMATION				PROPERTY OWNER INFORMATION			
<u>Cupcake Heaven</u>				<u>CBRE / Haymarket LLC</u>			
Name				Name			
<u>15125 Wash St, #100</u>				<u>1861 Int'l Dr, #300</u>			
Address				Address			
<u>Haymarket VA 20169</u>				<u>McLean VA 22102</u>			
City		State		City		State	
<u>703-754-6300</u>							
Phone#		Email		Phone#		Email	
<p>I, as owner or authorized agent for the above-referenced parcel, do hereby certify that I have the authority to make the foregoing application and that the information provided herein is correct. Construction of improvements described herein and as shown on the attached plat, plan and/or specifications will comply with the ordinances of the Town of Haymarket and any additional restrictions and/or conditions prescribed by the Architecture Review Board (ARB), Planning Commission, or the Town Council and all other applicable laws.</p>							
<u>[Signature]</u>				<u>See attached lease</u>			
Applicant Signature				Property Owner Signature			

OFFICE USE ONLY

Date Filed: 12-8-11 Fee Amount: 50.00 Date Paid: _____ PERMIT #: ZP 20111208

OFFICE USE ONLY

PERMIT #: ZP _____

Date to ARB: W/A

APPROVED DISAPPROVED TABLED UNTIL: _____ DEFERRED UNTIL: _____

ARCHITECTURAL REVIEW BOARD CHAIR: _____
SIGNATURE PRINT

CONDITIONS: _____

Date to PC: 12-12-2011

APPROVED DISAPPROVED TABLED UNTIL: _____ DEFERRED UNTIL: _____

PLANNING COMMISSION (where required): Rebecca Bane
SIGNATURE PRINT

CONDITIONS: 58-177(17)

Date to TC: 1-10-2012

APPROVED DISAPPROVED TABLED UNTIL: _____ DEFERRED UNTIL: _____

TOWN COUNCIL (where required): _____
SIGNATURE PRINT

CONDITIONS: _____

RETAIL LEASE

This Lease is made this ____ day of August 2011 by and between MSCI 2007-IQ13 HAYMARKET RETAIL, LLC, a Virginia limited liability company ("Landlord") and Cupcake Heaven, Inc., a Virginia corporation ("Tenant").

WITNESSETH:

1. BASIC LEASE PROVISIONS:

- 1.1. Shopping Center Name: Haymarket
Address: 15125 Washington Street
Haymarket, VA 20169

Unit/Suite No.: Unit 100
- 1.2. Area of Premises: 2,400 square feet of Net Rentable Area as reflected on the site plan attached hereto as Schedule 1.
- 1.3. Tenant's Percentage Share: 13.33% (said Percentage Share shall be adjusted in the event the rentable area of the Shopping Center is increased or decreased).

Based upon Premises of 2,400 square feet of Net Rentable Area in a Shopping Center of 18,000 rentable square feet.
- 1.4. Commencement Date of Lease: Upon delivery of Premises to Tenant.
- 1.5. Expiration Date of Lease: Five Years Two Months after the Rent Commencement.
- 1.6. Rent Commencement: Earlier of (a) sixty (60) days after the Landlord delivers possession of the Premises to Tenant, or (b) the date Tenant opens for business.
- 1.7. Basic Rent: \$16.00 per square foot of Net Rentable Area per year, payable in equal monthly installments of \$3,200.00 per month. Landlord shall abate first four (4) months' rent after Tenant opens for business.
- 1.8. Percentage Rent: From and after the Rent Commencement Date, Tenant shall pay Landlord Percentage Rent equal to four percent (4%) of Gross Sales in excess of a natural breakpoint, determined by dividing Annual Base Rent by 4%. Percentage Rent shall be payable monthly from and after the month Tenant's Gross Sales exceed the breakpoint.
- 1.9. Security Deposit: \$3,200.00.
- 1.10. Permitted Use: Tenant will use the Premises for the operation of a first class bakery and coffee shop selling baked goods, the majority of which will be made on premises and sold for consumption on and off the premises. Tenant will also sell retail gift items, coffee, tea and other drinks, alcoholic and non-alcoholic. Tenant must obtain the necessary permits and insurance for the sale of alcoholic beverages. Tenant is permitted to feature live music and/or performances in the evenings so long as the events do not disturb other tenants in the building. Tenant shall not use the Premises for any other purpose without Landlord's approval which will not be unreasonably withheld if not in conflict with other tenants in the building. Tenant shall have exclusivity in the Shopping Center for the sale of baked goods including cupcakes and cakes.
- 1.11. Trade Name: Cupcake Heaven and Café.
- 1.12. Minimum Hours of Operation:

Monday - Friday: 9-7
Saturday: 9-7

Minimum Hours of Illumination of Exterior Windows: When open per hours above if allowed by the Town of Haymarket.

Monday - Friday: 9-7
Saturday: 9-7

1.13. Condition of Premises: Tenant is to take possession of the Premises in its present "as-is" condition with all existing furniture, fixtures, equipment, electrical and HVAC system in normal working order. Landlord shall warrant the air condition system for thirty (30) days after Lease Commencement and the heating system for thirty (30) days after a start check is conducted by a licensed HVAC company when weather will allow heating system to be tested. All other work shall be performed by Tenant at Tenant's expense and completed in a first-class manner. Tenant shall submit all plans to Landlord for review and Landlord's prior written approval, such approval to be granted or denied within ten (10) business days of receipt. Landlord shall notify Tenant at time of approval whether Tenant improvements are to remain or be removed at the conclusion of the Lease Term, or at the end of any extension option terms.

1.14. Radius: 5 miles

1.15. Late Charges: The parties agree that late payment by Tenant to Landlord of rent will cause Landlord to incur costs not contemplated by this Lease, the amount of which is extremely difficult to ascertain. Therefore, the parties agree that if any installment of rent is not received by Landlord within 10 days after rent is due, Tenant will pay to Landlord a sum equal to 10% of the monthly rent as a late charge.

1.16. Rental Adjustment(s) during initial term:

<u>Adjustment Date</u>	<u>Adjusted Monthly Rent</u>
Year 2	\$17.00 PSF \$3,400/MONTH
Year 3	\$18.00 PSF \$3,600/MONTH
Year 4	\$19.00 PSF \$3,800/MONTH
Year 5	\$20.00 PSF \$4,000/MONTH

1.17. Options to Extend: One (1) Five (5) year option.

1.18. Rent for Option Period: Renewal Rent shall be three percent (3%) increase from the rent in Year 5 and shall increase 3% for each year of the Renewal Term.

1.19. Option Exercise Deadline: Tenant must give Landlord written notice of the exercise of the option(s) set forth in Paragraph 1.17 above six (6) months prior to the date this Lease would terminate if such option were not exercised ("Option Exercise Deadline"). Tenant's exercise of the option(s) will only be effective if Tenant is not in default on the date on which Tenant exercises said option(s) and if Tenant is also not in default on the date on which the option period commences.

1.20. Signage: Tenant shall, at Tenant's expense, replace the building signage above the Tenant's storefront. All the signage shall meet with Landlord's prior written approval. Tenant shall have signage space on the monument sign and building.

1.21. Calculation of Operating Expense Rent: See Paragraph 6.

1.22. Intentionally Deleted.

1.23. Address for payment of rent and notices:

Landlord:
MSCI 2007-IQ13 HAYMARKET RETAIL, LLC
C/O CB RICHARD ELLIS
1861 International Drive Suite 300
McLean, VA 22102

Tenant:
Cupcake Heaven, Inc.,
15125 Washington Ave #100
Haymarket VA 20169
Attn: Kimichele Newman

With copy of notices to:
LNR Partners, LLC
1601 Washington Avenue, Suite 200
Miami Beach, FL 33139
Attn: Director of Real Estate Asset Management

1.24. Broker: The Brokers are CB Richard Ellis and The Bailey Team Real Estate. Landlord will bear the cost of the commission payable to Brokers in connection with this Lease. Landlord and Tenant warrant and represent to each other that they have not consulted or negotiated with any broker or finder with regard to the Premises or this Lease other than Broker. If either party shall be in breach of the foregoing warranty, such party shall indemnify the other against any loss,

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

"LANDLORD"

"TENANT"

MSCI 2007-IQ13 HAYMARKET RETAIL, LLC,
a Virginia limited liability company

Cupcake Heaven, Inc., a Virginia
corporation

By: LNR Partners, LLC, a Florida limited liability company
successor by statutory conversion to LNR Partners, Inc.,
a Florida corporation, its manager

By: 

Steven D. Ferreira, Vice President

By: 

Kimichele Newman, President

Name: _____

Name: Kimichele Newman

Title: _____

Title: President

RECEIVED

NOV 18 2011



TOWN OF HAYMARKET

ZONING PERMIT / CERTIFICATE OF APPROPRIATENESS

NOTE: This application must be filled out completely and all components of submission requirements must be met before the application can be accepted and scheduled for review/hearing.

PERMIT #: ZP 20111118

ZONING ACTIVITY: [] New Construction [] Alteration/Repair [] Addition [x] New Tenant/Use [] Change of Use [] Relocation

PROPOSED USE: office Size (Sq. Ft./Length) of Construction: _____

SITE ADDRESS: 4430B Castello Way, Suite 302B Parcel ID #: _____

Subdivision Name: _____ Lot Size: _____

Zoning District: [] R-1 [] R-2 [x] B-1 [] B-2 [] I-1 [] C-1 Site Plan Required: [] Yes [] No

Special Use Permit Required: [] Yes [] No Homeowners Association (HOA) Approval: [] Yes [] No

Off-street Parking: Spaces Required: _____ Spaces Provided: [x]

Brief Description: Membership Value (association) Management/Marketing Provide Management Services to Non-Profit Groups

Supporting Documentation Provided (attached): [] Plat [] Plan [] Specification Sheet [] Photograph(s)

PERMIT HOLDER INFORMATION: Scott Parker, 5965 Amber Ridge Rd., Haymarket VA 20169, 703-753-4277, sparker@nara-news.org
PROPERTY OWNER INFORMATION: MSC12005 IQ10 4400 CASTELLO WAY, LLC, 8300 ROONE BLVD # 850, VIENNA VA 22182, 703 579 6844, JSORAVEJ@BCP.COM
I, as owner or authorized agent for the above-referenced parcel, do hereby certify that I have the authority to make the foregoing application and that the information provided herein is correct.
Applicant Signature: Scott Parker, Property Owner Signature: [Signature]

OFFICE USE ONLY Date Filed: 11-18-11 Fee Amount: 50.00 Date Paid: 11-18-11 PERMIT #: ZP 20111118

PC Approved 12-12-2011

**Town of Haymarket
Planning Commission Meeting
Chair Rebecca Bare
15000 Washington Street, Haymarket, VA 20169
Monday, December 12, 2011 – 7:00pm**

Commissioners: Rebecca Bare, Bob Weir, Ellie Ivancic, Sheila Jarboe

Meeting called to order: 7:01pm

Roll Call: Weir, Jarboe, Bare
Ivancic absent

Announcements: None

Citizens Time: None

Weir motions to approve the minutes of November 14, 2011. Jarboe seconds.

Ayes: 3

Nays: 0

Absent: 1

Motion carries.

ARB Update: Ivancic absent.

Council Update: None

Zoning Permit/Certificate of Appropriateness/Construction Permit/Sign Permit:

Weir motions to approve a Zoning Permit Application for Cupcake Heaven at 15125 Washington Street, in accordance with town code section 58-177 (17). Jarboe seconds.

Ayes: 3

Nays: 0

Absent: 1

Motion carries.

Weir motions to approve a Zoning Permit Application for a new tenant, for Amber Ridge LLC located at 4400 Costello Way in accordance with town code section 58-217 (1) and 58-177 (9). Jarboe seconds.

Ayes: 3

Nays: 0

Absent: 1

Motion carries.

Town Manager/Planner Report

Town Manager – we are continuing to meet with VDOT engineers and Steering Committee on the widening of 66 and new interchange at 66/15. We have provided our feedback in a few areas. What we've received back from the committee looks like they are approving our recommendations.

Sherrie Wilson

From: Scott D Parker [sparker@noranews.org]
Sent: Friday, December 09, 2011 11:28 AM
To: Sherrie Wilson
Subject: RE: Planning Commission Agenda

Sherri - Thank you for the note.

Amber Ridge LLC is a professional provider of marketing and management services to non-profit trade associations.

Our office in Haymarket is an administrative office only with a staff of three individuals. No clients visit the office as they are located around the country. Also, no signage of any sort is needed.

If you have further questions, I will be happy to answer them when I return from my trip to California on Friday. Thank you.

Scott D. Parker, NORA
"Liquid Recyclers: Saving the Earth One Drop at a Time"
sparker@noranews.org
703-753-4277

----- Original Message -----

From: Sherrie Wilson <swilson@townofhaymarket.org>
To: Scott D Parker <sparker@noranews.org>
Sent: Fri, December 9, 2011 11:20:23 AM
Subject: RE: Planning Commission Agenda

I will let them know that.

It's just basically an office, and you "provide management services to non-profit groups"?

Can you just give me a little description?

From: Scott D Parker [<mailto:sparker@noranews.org>]
Sent: Friday, December 09, 2011 11:18 AM
To: Sherrie Wilson
Subject: RE: Planning Commission Agenda

Do I need to do anything about this? I am traveling to California during this time.



INTEROFFICE MEMORANDUM

TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: PLANNING COMMISSION VACANCIES
DATE: 01/10/12
CC: STAFF

The Planning Commission currently has one member vacancy.

Jennifer Preli

From: Ed Robinson [edrobinson13@gmail.com]
Sent: Thursday, January 05, 2012 12:25 PM
To: Jennifer Preli
Subject: Planning Commission

Happy New Year Jen!!,

I understand there is a vacancy on the Planning Commission and am interested in filling that vacancy. What's the next step? Thank you.

Ed Robinson, Jr.



INTEROFFICE MEMORANDUM

TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: BUILDING OFFICIAL'S REPORT
DATE: 01/10/2012
CC: STAFF

The report is attached.

INTEROFFICE MEMORANDUM

TO: GENE SWEARINGEN, TOWN MANAGER

FROM: JAMES LOWERY, BLDG/FIRE OFFICIAL

SUBJECT: UPDATE ON PROJECTS

DATE: 1/3/12

CC: JENNIFER PRELI, TOWN CLERK

1. Met with engineer on Hullfish House and Red Rooster and reviewed their reports on restoration.
2. Addition to Iceplex – finished review of plans for expansion.
3. Fire line at Iceplex – inspected and tested 4-inch and 8-inch waterlines.
4. Iceplex- performed hydro inspections on sprinkler system. Performed flow test on main fire line.
5. Alexander's Keep – reviewed revisions to site plan and inspected in field.



INTEROFFICE MEMORANDUM

TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: POLICE REPORT
DATE: 01/10/2012
CC: STAFF

The Chief of Police provides a monthly report regarding public safety activities. The report is attached.

**Town Police Statistics for
September, October, & November 2011**

Activity	September	October	November	Total
Mileage	5469	6195	4935	16599
Gas	617.3	501.4	461.7	1580.4
Warning Tickets	35	29	19	83
Parking Tickets	2	7	1	10
Uniform Traffic Summons	179	63	142	384
Criminal Felony	3	0	0	3
Criminal Misdemeanor	2	1	5	8
Reports	9	3	7	19
Complaints	387	322	252	961
Accidents	3	1	0	4
Hours Worked	998.75	889	677	2564.75

During the month of November the staff of the Haymarket Police Department met with several groups of Cub Scouts and demonstrated fingerprinting while explaining the necessity of taking the prints, the various reasons for obtaining prints, and how fingerprinting along with DNA assists in identifying criminals. The Cub Scouts were also given talks about being safe at home, school, or on the playground and what they should do in the event of an emergency.

During the month of November local pre-schools and daycares requested for police officers to come out and read to the children about what it means to be a Hero. Officer Anderson read to 6 groups of children during this week.

**Criminal Stats for November 2011
Haymarket Police Department**

1. **Business Checks = 2**
2. **Domestics = 2**
3. **D. O. A. = 1**
4. **Suspicious Person = 2**
5. **D. I. P. = 1**
6. **Suspicious Vehicle = 3**
7. **Hit and Run = 1**
8. **Assist PWC = 2**
9. **Assist VSP = 3**



INTEROFFICE MEMORANDUM

TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: TREASURER'S REPORT
DATE: 01/10/12
CC: STAFF

The report is attached.

TOWN OF HAYMARKET
 Chief Financial Officer Report
 Notes For Council
 01-10-2012 TR.xlsx

ITEMS FOR COUNCIL CONSIDERATION

Summary of Revenues							
Class Totals - Expenditures	Approved Budget	Amended Budget	Year-to-Date Allocation	Adj Actual	Under Budget	Over Budget	Net
Total Development Revenue	895,552	895,552	895,552	113,743.51	(791,576)	9,768	(781,808)
Total Events/Other Town activities	15,000	15,000	15,000	6,386.01	(8,614)	0	(8,614)
Total Operating Revenue	1,305,747	1,305,747	1,305,747	602,719.16	(712,288)	9,260	(703,028)
Total Public Safety	107,907	107,907	107,907	47,766.67	(60,280)	140	(60,140)
Total Tax Income/Individuals	299,247	299,247	299,247	84,043.36	(215,324)	120	(215,204)
Prior Years - Town Surplus		150,000	150,000	150,000.00	0	0	0
Total Revenues	2,623,453	2,773,453	2,773,453	1,004,659	(1,788,083)	19,288	(1,768,794)
Summary of Expenditures							
Class Totals - Expenditures	Approved Budget	Amended Budget	Year-to-Date Allocation	Adj Actual	Over Budget	Under Budget	Net
Total Capital Improvements & Repairs	1,266,028	1,266,028	680,807	224,724	(20,218)	476,302	456,083
Total Council & Boards	43,000	43,000	43,000	12,725	0	30,275	30,275
Total Events	13,500	13,500	6,750	5,508	0	1,242	1,242
Total Museum	8,915	8,915	8,915	2,592	(778)	7,101	6,323
Total Operating Expenses	264,741	264,741	137,025	91,178	(9,024)	54,871	45,847
Total Public Safety	87,400	87,400	43,700	42,256	(4,953)	6,397	1,444
Total Public Works	110,100	110,100	55,050	45,336	0	9,714	9,714
Total Staff Wages & Benefits	697,839	697,839	697,839	335,241	0	362,598	362,598
Total Town Owned Property	281,930	281,930	180,941	171,932	(1,983)	10,991	9,008
Total Expense	2,773,453	2,773,453	1,854,027	931,492	(36,956)	959,491	922,535
							(0.00)

Qtly Appropriations

	1st Qt	2nd Qt	3rd Qt	4th Qt	Total FY
Capital Improvements	486,007.00	279,007.00	279,007.00	222,007.00	1,266,028.00
Council & Boards	43,000.00				43,000.00
Events	3,375.00	3,375.00	3,375.00	3,375.00	13,500.00
Museum	8,915.00				8,915.00
Operating Exp	66,185.25	66,185.25	66,185.25	66,185.25	264,741.00
Public Safety	21,850.00	21,850.00	21,850.00	21,850.00	87,400.00
Public Works	27,525.00	27,525.00	27,525.00	27,525.00	110,100.00
Staff Wages/Benefits	697,839.00				697,839.00
Twn Ctrn Property	125,998.00	70,482.00	42,725.00	42,725.00	281,930.00
Totals	1,480,694.25	468,424.25	440,667.25	383,667.25	2,773,453.00



INTEROFFICE MEMORANDUM

TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: APPROPRIATIONS
DATE: 01/10/12
CC: STAFF

The following appropriations are requested to be approved by the Town Council:

\$69.99 – From Councilman Leake’s Discretionary Fund. The funds are to be used for reimbursing Councilman Leake for the purchase of a sump pump. The receipt is attached.

\$1,000 – From the Mayor’s Discretionary Fund. The funds are to be used for flowers/ham packages for family members of deceased. In addition, the funds will be used for a “welcome plant” for new businesses to the Town.

\$3,438.02 (of which \$357.98 were taxes paid by the Town employees) – previously approved for the payment of bonuses to the full-time town staff. The correct form of the motion is:

I move that \$3,438.02 be appropriated from the salary line item to provide a \$350.00 bonus to each of the Town’s full-time employees. The breakdown is as follows:

Employee	Gross Pay	ER Paid Taxes	EE Paid Taxes	Net Pay
Gene Swearingen	\$350.00	26.78	22.78	\$327.22
James Roop	\$350.00	26.77	81.77	\$268.23
Gregory Breeden	\$350.00	26.78	53.78	\$296.22
Jennifer Preli	\$350.00	26.78	26.78	\$323.22
Sharon Wilson	\$350.00	26.78	22.78	\$327.22
Jeffrey Shaver	\$350.00	26.77	53.77	\$296.23
Donna Knupp	\$350.00	26.77	49.77	\$300.23
Carl Story	\$350.00	26.78	19.78	\$330.22
Coire O’Neal	\$350.00	49.06	26.77	\$323.23
Sub-Total	\$3,150.00	\$263.27	\$357.98	\$2,792.02
Payroll Fees				\$24.75
Totals			\$621.25	\$3,438.02

\$918.00 – additional amount added to the sidewalk repair appropriation. The explanation of the increase is attached.

Recommended Appropriations for third quarter FY 2012 expenditures:

\$279,007	Capital Improvements & Repairs
\$3,375	Events
\$66,185	Operating Expenses
\$21,850	Public Safety
\$27,525	Public Works
\$42,725	Town Owned property



41 W. LEE HIGHWAY-SUITE 65
WARRENTON, VA 20186
540-347-3134

Ticket: 141613

Date: 12/20/11 Time: 10:51 AM

Store: 411 Register: 1

Cashier: 00104848

Item	Qty	Price	Amount
SUBMERSIBLE UTILITY PUMP 25HP			
1049285	1	69.99	69.99

WHEEL CHOCK 5X6X5 WC1467A			
1700027	1	8.99	8.99

MDRK LIGHT TWIN 500W HALOGEN			
3206833	1	24.99	24.99

FCMASK KNT THNSLT OR AX39			
7529144	1	4.79	4.79

FCMASK KNT THNSLT BK PH63			
7067558	1	4.79	4.79

FCMASK KNT THNSLT BN PH63			
7067540	1	4.79	4.79

HEATER 15000BTU LP SINGLE TANKTOP			
1125049	1	29.99	29.99

WNG TIES CABLE 14IN BK 50LBS			
3506982	1	1.99	1.99

WNG TIES CABLE 8IN BK 50LBS			
3507019	1	3.99	3.99

CAR DOLLY 1000LB			
1161639	1	49.99	49.99

CAR DOLLY 1000LB			
1161639	1	49.99	49.99

Subtotal	254.29
Tax	12.71

Total 267.00

Cash	300.00
------	--------

Change	
Cash	(33.00)



INTEROFFICE MEMORANDUM

TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: CHANGE ORDER AND APPROVAL OF ADDITIONAL EXPENDITURE – SIDEWALK REPAIR
DATE: 01/10/2012
CC: STAFF

The contractor repairing the sidewalk between St. Paul Drive and Haymarket Station Drive encountered an unexpected problem with the concrete underlayment.

BACKGROUND

The sidewalk being repaired has a concrete base which supports the brick. That concrete base was not installed properly in a section of the sidewalk roughly mid-way between St. Paul Drive and Haymarket Station Drive. The result is that a 50 foot section of the brick had no concrete under it. When the sidewalk was originally built the contractor simply used gravel in the section of missing concrete. That method caused the sidewalk to sink in that area.

This problem was not discovered until our contractor got to that section of brick. To solve the problem, reinforced concrete had to be installed in that section to insure that all brick was on the proper concrete base. The cost of installing that concrete is \$1,150.00. The amount the Council approved for the project, \$21,000, is only \$232.00 above the quoted price so not enough to cover the additional cost.

In order not to delay the work by another three weeks, Mayor Stutz approved an additional amount of \$918.00 to be added to the contract to cover the \$1,150.00 (\$918.00 + \$232.00 = \$1,150.00) cost of the new concrete and rebar. The concrete was poured on December 27 and the sidewalk repair is moving ahead.

We are requesting that the Town Council approve the addition of \$918.00 to the existing contract of \$21,000.00 to make the total cost of the sidewalk repair \$21,918.00.

The contractor has inspected the remainder of the sidewalk and has not found any additional areas where concrete is missing.

The contractor now expects to complete the project by January 13.

RECOMMENDATION

It is recommended that the Town Council approve the addition of \$918.00 to the existing sidewalk repair contract and that the funding for this addition come from the Town Center Property line item of the budget.



15200 Kapp Valley Way
Haymarket, VA 20169
(703) 753-3466
Fax 703-754-3659

WWW.ADVANTAGE-LANDSCAPING.COM
dan@advantage-landscaping.com

12/22/2011

Landscaping Proposal For:

The Town of Haymarket

P.O. Box 1230

Haymarket VA 20169

703-753-2600

Jpreli.townofhaymarket.org

JOB MATERIAL DESCRIPTION: CHANGE ORDER

Advantage Landscaping LLC. Will furnish all labor, equipment and materials to install the Custom Landscaping work at The Town of Haymarket.

Description:


- **St. Pauls Street to Coach 106'x24" Install 4 " of concrete and drill tape rebar. Concrete will be 3000 psi and tied into existing concrete by installing rebar. Rebar will keep concrete from separating in the future.**

Total \$1,150.00

Change order will be added to Bill after concrete installed.

Danny Humphreys President

Date



Client
12/22/11

Date

Advantage Landscaping
 15200 Kapp Valley Way
 Haymarket, VA 20169

Invoice

Date	Invoice #
12/27/2011	2934

Bill To
The Town Haymarket P.O.Box 1230 Haymarket VA 20169

P.O. No.	Terms	Project

Description	Qty	Rate	Amount
Install Concrete Between St Pauls and Coach St. Change Order 12/22/2011	1	1,150.00	1,150.00

Total		\$1,150.00
Payments/Credits		\$0.00
Balance Due		\$1,150.00

Phone #	Fax #	E-mail
703-753-3466	703-754-3659	dan@advantage-landscaping.com

ok to pay
Con S...
 12/29/11

Gene Swearingen

From: Gene Swearingen
Sent: Thursday, December 22, 2011 2:56 PM
To: Pam Stutz
Cc: jetobias; Jennifer Preli
Subject: Issue with the Sidewalk Repair

Our contractor, Advantage Landscaping, has run into an unforeseen problem in front of Dottie Leonard's property. The concrete base that holds the brick does not run with the brick but actually is partly on Dottie's property. Apparently to correct this the Centex contractor just moved the bricks over and used gravel instead of concrete as the base. I had both Holly and Lowery look at it – they say it was shoddy work by Centex and that the fix is to lay the concrete base correctly to support the bricks. This is, of course, an unexpected additional expense for Advantage.

Advantage has given me a quote of \$1,150 to make to concrete repair. The amount the Council approved for the project, \$21,000, is only \$232.00 above the quoted price so not enough to cover the additional cost. The mayor has the authority under our spending policy to spend up to \$1,000.00 so I am asking Pam to approve \$918.00 to cover the cost of this addition. I would like to get her OK to spend the money so that the project is not delayed until after the Council meets in January.

We will bring the issue to the full Council in January. I have also asked Advantage to look carefully at other areas of the brick sidewalk to make sure there are not any other problems.

Gene



INTEROFFICE MEMORANDUM

TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: PARLIAMENTARY PROCEDURE QUESTION
DATE: 01/10/12
CC: STAFF

Council Member Weir has raised parliamentary issues regarding actions taken at the December 5 Council meeting. His concerns are attached.

Madame Mayor:

Upon reflection and review of my notes and the draft minutes of the December Town Council meetings, I would suggest that your ruling one of Councilman Tobias's motions out of order and Council Leake's motion allocating \$150,000 for renovation of the Hulfish House are of questionable validity and that an uneven playing field exists for a minority of councilmembers.

What follows is a chronology of events for the initial December 5, 2011 meeting of the Town Council and the subsequent continuation meeting of December 19, 2011. All citations refer to the 10th Edition of Robert's Rules of Order (RONR(10th ed.)) which the Town of Haymarket has adopted, is available to all Councilmembers and to which the Town's legal counsel refers.

Initial Tobias motion of December 5, 2011 regarding the Hulfish House per Agenda Item 6

Councilman Tobias motioned to schedule a public hearing to consider demolition of the Hulfish House, a motion that was appropriately seconded and subsequently, upon advice from counsel, ruled out of order by the Chair. The crux of the opinion centered on whether the matter was ripe for such action and whether notice had been given to all members of the Town Council prior to any discussion on the merits or an action or vote being taken thereon. In his letter of December 19, 2011, the Town Attorney underscores that opinion and suggests that the question "should have been added to the agenda for the next regular meeting, so as to give all members of Council notice, the opportunity to be present and the opportunity to be heard, before any action or vote was taken on the matter.

I would note that materials in support of Agenda Item 6, distributed as part of the agenda packet, contained a report from the Town Manager and his recommendation for action. RONR concisely addresses motions growing out of reports. Specifically, after the presentation of a report, "one or more motions to carry out recommendations contained in the report may be introduced"¹. That Councilman Tobias elected to make a motion based on his interpretation of the material contained in the report and not that of the Town Manager is an action within his purview. Moreover, as the report and the Town Manager's recommendation for action were in the published agenda packet, all members of Council had been given adequate notice, opportunity to be present and the opportunity to be heard, prior to any action or vote being taken on the matter. That several councilmembers elected not to be present at the meeting is a circumstance for which they bear sole responsibility and should not diminish the actions taken by a legitimate vote of a body with an established quorum.

Mayor's ruling of the Tobias motion out of order

As noted previously, the Mayor ruled the Tobias motion out of order. That ruling came in my view large as the result of the opinion and prompting of the Town's legal counsel. As

¹ RONR(10th ed.), p. 27, l. 8-13

Councilman Tobias's motion was procedurally correct in consideration of Agenda Item 6, and not in conflict with any charter, bylaw or procedural rule, I would suggest that the Mayor's ruling was in fact "out of order".

Further, a review of the Town Council minutes for calendar year 2011 reveals that no final course of action had been adopted regarding the disposition of the Hulfish House, rather several options lay open as a result of an earlier public hearing and upon consideration of the bids received under the renovation RFP as well as the structural engineer's report. Thus, Councilman Tobias's motion to schedule a public hearing to garner further public input did not conflict with any previously adopted motion by the Town Council. I would remind the Mayor that ruling another member's motion out of order should never be affected by personal feelings and that if the Mayor only suspects that a motion is not made in good faith, she "should give the maker of the motion the benefit of the doubt"².

Weir motion to suspend the rules

Upon the Mayor's questionable ruling, I was faced with the choice of seeking to over-rule the chair or suspending the rules. Given the subjective circumstances surrounding the Mayor's ruling, I considered a motion to suspend the rules more appropriate. The motion was properly made so as to consider business the Parliamentarian had ruled could not otherwise be considered at the time. Further, it did not conflict with any Charter provisions, bylaws or statutes and did not violate any of the fundamental principles of Parliamentary Law. Lastly, as Agenda Item 6 was properly published as an action item with appropriate notice to all Councilmembers, the motion did not violate those rules protecting absentees or the basic rights of individual members. Lastly, it is without debate that the motion was passed with the requisite super majority. Contrary to the Parliamentarian's assertion in his letter of December 19, 2011, the consideration of a proper motion to suspend the rules can not be postponed to a subsequent meeting as the purpose of the motion is to consider action during the instant meeting. There is no requirement for "proper and lawful notice of the motion" so as to afford the opportunity of all members to attend. Moreover, it is by definition a motion that upon a second is neither debatable nor amendable³, thus requiring an immediate vote, otherwise the Town Council would be placed in the untenable position of being unable to conduct any other business including continuation of the meeting as there would be an existing privileged question on the floor.

Subsequent Tobias motion of December 5, 2011 regarding the Hulfish House per Agenda Item 6

Upon suspension of the rules Councilman Tobias was appropriately recognized to restate the motion. Upon debate, it was clear that instant motion initiated nothing more than a public hearing to solicit additional public comment on potential future action regarding the Hulfish House, action which upon adoption of the Tobias motion could not occur earlier than the January

² RONR(10th ed.), p. 332, l. 5-11

³ RONR(10th ed.), p. 253, l. 4-10

10, 2012 Town Council Meeting. The motion was appropriate given that Agenda Item 6 was properly identified as an action item given the report of the Structural Engineer and a recommendation by the Town Manager. As previously noted, the action contemplated by the motion did not conflict with any previously adopted motion by the Town Council and in no way abrogated any fundamental principles of Parliamentary Law. Further, if indeed the question might be considered in conflict with a previously adopted motion, the renewing of the question would have been a valid motion given the new circumstances presented by the information in the Structural Engineer's report which in some respect would make the motion a different question⁴. Moreover, I would remind you that renewing such "a motion made and disposed of without being adopted" and later allowing such to come before the assembly again is generally permitted under RONR so long as the question does not come before the Town Council in the same session⁵, a circumstance which renders the Parliamentarian's objection moot. In support thereof, I would note that a session of the Haymarket Town Council is by definition "a meeting or series of connected meetings devoted to a single order of business, program, agenda or announced purpose, in which – when there is more than one meeting – each succeeding meeting is scheduled with a view to continuing business at the point where it was left off at the previous meeting"⁶. Clearly, the December 5, 2011 meeting of the Haymarket Town Council constitutes a separate session from those previously held and properly adjourned meetings referenced during debate.

Tobias motion of December 5, 2011 to continue the meeting to December 19, 2011

Subsequent to the adoption of motion regarding the scheduling of a hearing for the Hulfish House, the Town Council disposed of several other agenda items regarding zoning permits, the building official's report, a statement by the treasurer, several closed session items and the police report, at which point a motion by Councilman Tobias to continue the meeting to December 19, 2011 was adopted.

Leake motion of December 19, 2011 regarding the allocation of funds for the preservation of the Hulfish House per Agenda Item 6

At the December 19, 2011, Agenda Item 6 was reopened by the chair. As a general matter, once an agenda item has been addressed and any relevant motions made and disposed of, an agenda item is not revisited during the same session. At the instant meeting, the reopening of the Agenda Item 6 was initiated without objection. That being said, upon Councilman Leake's motion to allocate funds for the renovation of the Hulfish House, I immediately objected to the question and asked for it to be ruled out of order. The chair chose, upon consultation with legal counsel, ruled the motion in order.

⁴ RONR(10th ed.), p. 326, l. 3-7

⁵ RONR(10th ed.), p. 325, l. 2-6; p. 326, l. 17-22

⁶ RONR(10th ed), p. 80, l. 8-16

Unlike Councilman Tobias's motion of December 5, 2011, Councilman Leake's motion did conflict with a previously adopted motion by the Town Council, namely, Councilman Tobias's hearing motion of December 5, 2011. As such, the motion was on its face improper as it presented practically the same question as one still within control of the Town Council as a result of the adopted motion for a public hearing by Councilman Tobias. Notwithstanding the inherent conflict between the two motion, the adoption of Councilman Leake's motion interferes with the Town Council's freedom of action in consideration of the question subsequent to the previously approved Public Hearing⁷. Furthermore, the assertion that Councilman Leake's motion was valid based simply on the differing fiscal scopes of the conflicting motions has no foundation in RONR and is specious at best.

Similarly, Councilman Leake's motion was out of order as it conflicts with the procedural rules of the Town Council, namely the spending policy adopted by the Town of Haymarket on January 25, 2006 and revisited at the August 2, 2010 meeting of the current Town Council. A copy of that spending policy was provided to each Councilmember on August 3, 2010 and to my knowledge, to date, no amendments to the existing spending policy have been adopted. Thus Councilman Leake's motion to allocate \$150,000 to the renovation of the Hulfish House (and \$200,000 for the renovation of the Old Post Office) conflict with the spending policy that requires an advertisement of the expenditure along with a bid package. Moreover, Councilman Leake's motion allocates funding to an as yet undefined task with an as yet undetermined final cost. As the structural engineer's report and Councilman Leake's motion contemplate remediation and a course of action significantly different than that contemplated in the earlier received responses to the Town's previous RFP, those bids should not be considered part of any bid package presented with a properly advertised motion to allocate those funds⁸.

Thus, the motion was improper, out of order and as a result, null and void as it was not adopted by the vote required to rescind or amend the previously adopted motion⁹.

As a result, I humbly request that Councilman Leake's motion be declared null and void at the January 10, 2012 meeting of the Haymarket Town Council and that a copy of this correspondence be provided as part of the publicly available information package for the hearing scheduled for to solicit input with regard to the possible demolition of the Hulfish House.

Respectfully,

Robert B. Weir

Haymarket Town Council

⁷ RONR(10th ed.), p. 332, l. 25-35

⁸ RONR(10th ed), p. 332, l. 15-24

⁹ IBID



INTEROFFICE MEMORANDUM

TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: UPDATES – OLD POST OFFICE BUILDING AND HULFISH HOUSE
DATE: 01/10/2012
CC: STAFF

The staff is moving ahead with initial work on both houses as approved by the Town Council.

OLD POST OFFICE BUILDING

After meeting with the Structural Engineer it was recommended that the following initial work be completed as quickly as possible:

Cover the exterior of the building to protect it from any additional damage. The Structural Engineer suggests using a product such as Tyvek to cover the damaged areas of the building, especially on the western exterior wall, to prevent further deterioration.

Remove all interior structures including the floor and interior walls.

Once this work is complete, the structural Engineer will inspect the building to determine whether his initial recommendation on repairing the interior is still viable.

We have obtained an estimate from John Payne to complete the above items for \$4,000. He has begun the work and should be finished by January 13..

All utility connections are being removed from the buildings and estimates regarding water and sewer connections from the PWC Service Authority have been requested.

HULFISH HOUSE

The Structural Engineer also recommends that we cover the exterior of the Hulfish House with Tyvek to prevent further deterioration until a definitive decision is made on how to proceed. John Payne provided a quote of \$900.00 for the work and has completed this work.

LEASE OF HULFISH HOUSE

At the direction of the Town Council, Exit Heritage Realty was contacted regarding the marketing of the Hulfish House. The marketing plan and agreement with Exit Heritage are attached. It is recommended that the Town Council approve the agreement with Exit Heritage.

Hulfish House Marketing Plan

Projected Rental Rate

Based on the market data for the past 12 months in the Haymarket/Gainesville area (see attached listings) commercial space is ranging from \$18/sqft to \$28/sqft. It is my opinion that this property should be able to rent for \$25 - \$28 per square foot, provided certain things are done.

Marketing Plan

1. Good signage on Jefferson Street viewable from both directions (3' x 6' commercial real estate sign)
2. Professional 4 color marketing piece describing the property and surrounding demographics.
3. Prospecting of other businesses in the area for potential relocation or additional locations of their businesses.
4. Listed in MRIS (Metropolitan, Regional Information System), the local realtor multiple listing service as well as Costar and LoopNet, two additional commercial real estate listing services.
5. Extensive internet advertising through various blog and posting strategies.
6. Direct marketing efforts to realtors in the area likely to be working with a client in the market for this type of property.

Marketing Fee

Our fee is 6% of the total gross lease amount, with half of that being offered to a Tenant Representative whose client executes a lease for the property.

Summarization

In order for the property to be marketable and have a chance of fetching market rent, the planned exterior renovations must be under way with the intention of completing them as soon as possible, weather permitting. There are many options of space available in the area and the potential tenants in the market are looking for the space that is as close to ready as possible. This is a unique property and therefore will separate itself from the completion because it is different. However, prospective tenants have a hard time envisioning a finished product and therefore at least need to see progress toward the finished product.

EXCLUSIVE RIGHT TO LEASE LISTING AGREEMENT

This Exclusive Right to Lease Listing Agreement ("Agreement") is made on January 4, 2012
("Date") by and between The Town of Haymarket ("Landlord")
and EXIT Heritage Realty ("Broker").

(Insert Firm Name)

1. APPOINTMENT OF BROKER. In consideration of the services provided by Broker and described in this Agreement, Landlord hereby appoints Broker as Landlord's sole and exclusive listing agent and grants Broker the exclusive right to lease the real property described below ("Premises").

2. PREMISES.

Street Address 15000 Washington Street (Specifically the Hulfish House) Unit # _____
City Haymarket, Virginia Zip Code 20169
Subdivision or Condominium Town of Haymarket County/Municipality Haymarket
TAX Map/ID # 7298-90-0216/44010 (Agreement is specifically for the Hulfish House only)
Parking Space Number(s) _____ Storage Unit Number(s) _____

3. NOTICES.

All notifications and amendments under this Agreement shall be in writing and shall be delivered using the contact information below.

Landlord

Mailing Address: 15000 Washington Street
City, State, and Zip Code: Haymarket, VA 20169
Phone: (H) 703-753-2600 (W) _____ (Cell) _____ (Fax) _____
Email: _____

Broker

Mailing Address: 15030 Washington Street
City, State, and Zip Code: Haymarket, VA 20169
Telephone: 703-753-9100
Email: bryangarcia@exitheritage.com Fax: 703-753-5828

4. TERM OF AGREEMENT. This Agreement shall run for the period commencing after signature by all parties and expiring at 11:59 PM on June 30, 2012

("Listing Period").

Upon ratification of a deed of lease for Premises, Landlord releases Broker from any further responsibility regarding Premises and the lease, including but not limited to performance by the tenant, unless Landlord has entered into a property management agreement with Broker.

5. LEASE TERMS. Landlord instructs Broker to offer Premises for lease for a minimum of _____ months, but not to exceed _____ months, for a monthly rental price of \$ _____, or such other price as later agreed upon by Landlord, which price includes Broker's compensation. (Note: Broker does not guarantee that Premises will rent at the price stated hereunder).

Landlord will allow smoking: Yes **OR** No

Landlord will allow pets: Yes **OR** No Restrictions: _____

The following deposits shall be required from the tenant: _____

Landlord agrees that Landlord and tenant shall sign a lease agreement enforceable in the Commonwealth of Virginia.

6. PROVIDED FIXTURES AND EQUIPMENT.

A. Personal Property and Fixtures

Landlord shall provide, as part of Premises: any built-in heating and central air conditioning equipment, plumbing and lighting fixtures, storm windows, storm doors, screens, installed wall-to-wall carpeting, exhaust fans, window shades, blinds, window treatment hardware, smoke and heat detectors, TV antennas, exterior trees and shrubs. If more than one of an item shall be provided, the number of items is noted.

The items marked YES below are currently installed or offered:

Yes	No	#	Items	Yes	No	#	Items	Yes	No	#	Items
<input type="checkbox"/>	<input type="checkbox"/>	___	Alarm System	<input type="checkbox"/>	<input type="checkbox"/>	___	Freezer	<input type="checkbox"/>	<input type="checkbox"/>	___	Storage Shed
<input type="checkbox"/>	<input type="checkbox"/>	___	Attic Fan	<input type="checkbox"/>	<input type="checkbox"/>	___	Furnace	<input type="checkbox"/>	<input type="checkbox"/>	___	Stove or Range
<input type="checkbox"/>	<input type="checkbox"/>	___	Built-in Microwave	<input type="checkbox"/>	<input type="checkbox"/>	___	Humidifier	<input type="checkbox"/>	<input type="checkbox"/>	___	Sump Pump
<input type="checkbox"/>	<input type="checkbox"/>	___	Ceiling Fan	<input type="checkbox"/>	<input type="checkbox"/>	___	Garage Door Opener	<input type="checkbox"/>	<input type="checkbox"/>	___	Trash Compactor
<input type="checkbox"/>	<input type="checkbox"/>	___	Central Vacuum	<input type="checkbox"/>	<input type="checkbox"/>	___	w/ remote	<input type="checkbox"/>	<input type="checkbox"/>	___	Wall Oven
<input type="checkbox"/>	<input type="checkbox"/>	___	Clothes Dryer	<input type="checkbox"/>	<input type="checkbox"/>	___	Gas Log	<input type="checkbox"/>	<input type="checkbox"/>	___	Wastewater Ejector Pump
<input type="checkbox"/>	<input type="checkbox"/>	___	Clothes Washer	<input type="checkbox"/>	<input type="checkbox"/>	___	Hot Tub, Equip & Cover	<input type="checkbox"/>	<input type="checkbox"/>	___	Water Treat System
<input type="checkbox"/>	<input type="checkbox"/>	___	Cooktop	<input type="checkbox"/>	<input type="checkbox"/>	___	Intercom	<input type="checkbox"/>	<input type="checkbox"/>	___	Window A/C Unit
<input type="checkbox"/>	<input type="checkbox"/>	___	Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	___	Playground Equip	<input type="checkbox"/>	<input type="checkbox"/>	___	Window Fan
<input type="checkbox"/>	<input type="checkbox"/>	___	Disposer	<input type="checkbox"/>	<input type="checkbox"/>	___	Pool, Equip & Cover	<input type="checkbox"/>	<input type="checkbox"/>	___	Window Treatments
<input type="checkbox"/>	<input type="checkbox"/>	___	Electric Air Filter	<input type="checkbox"/>	<input type="checkbox"/>	___	Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	___	Wood Stove
<input type="checkbox"/>	<input type="checkbox"/>	___	Fireplace Screen/Door	<input type="checkbox"/>	<input type="checkbox"/>	___	w/ ice maker				
				<input type="checkbox"/>	<input type="checkbox"/>	___	Satellite Dish				

Other: _____

B. As-Is Items

Landlord will not warrant the condition or working order of the following items and/or systems:

7. UTILITIES. (Check all that apply)

Hot Water: Oil Gas Elec. Other _____ Number of Gallons _____

Hot Water Included In Rent? Yes **OR** No

Air Conditioning: Oil Gas Elec. Heat Pump Other _____ Zones _____

Air Conditioning Included In Rent? Yes **OR** No
 Heating: Oil Gas Elec. Heat Pump Other _____ Zones _____
 Heating Included In Rent? Yes **OR** No
 Water Supply: Public Private Well Community Well
 Water Supply Included In Rent? Yes **OR** No
 Sewage Disposal: Public Septic Approved for _____ Bedrooms
 Sewage Disposal Included In Rent? Yes **OR** No
 Type of Septic System: Community Conventional Alternative Experimental

~~8. VIRGINIA RESIDENTIAL LANDLORD TENANT ACT. Landlord has ownership interest in _____ residential leased properties in Virginia. Landlord's properties are **OR** are not required to be covered under the Virginia Residential Landlord-Tenant Act. If not required, Landlord wishes **OR** does not wish leases to be administered under this Act.~~

9. BROKER DUTIES.

Broker shall perform, and Landlord hereby authorizes Broker to perform, the following duties. In performing these duties, Broker shall exercise ordinary care, comply with all applicable laws and regulations and treat all parties honestly.

- A. Broker shall protect and promote the interests of Landlord and shall provide Landlord with services consistent with the standards of practice and competence that are reasonably expected of licensees engaged in the business of real estate brokerage. Landlord acknowledges that Broker is bound by the bylaws, policies and procedures, and rules and regulations governing the MLS and the Regional Rules and Regulations for the electronic lockbox system.
- B. Broker shall use reasonable efforts and act diligently to seek tenants for Premises at the price and terms stated herein or otherwise acceptable to Landlord, to negotiate on behalf of Landlord and to assist in the consummation of the sale of Premises.
- C. Broker shall market Premises, at Broker's discretion, including without limitation, use of Premises address, description, interior and exterior photographs in appropriate advertising media, such as publications, mailings, brochures and internet sites; provided, however, Broker shall not be obligated to continue to market Premises after Landlord has accepted an offer.
- D. Broker shall present all written offers or counteroffers to and from Landlord, in a timely manner, even if Premises is already subject to a ratified contract of sale, unless otherwise instructed by Landlord in writing.
- E. Broker shall account, in a timely manner, for all money and property received in trust by Broker, in which Landlord has or may have an interest.
- F. Broker shall show Premises during reasonable hours to prospective tenants and shall accompany or accommodate, as needed, other real estate licensees, their prospective tenants, inspectors, appraisers, exterminators and other parties necessary for showings and inspections of Premises, to facilitate and/or consummate the sale of Premises. Broker shall **OR** shall not install an electronic lockbox on Premises to allow access and showings by persons who are authorized to access Premises.

- G. Broker shall **OR** shall not install "For Rent" signs on Premises, as permitted. Landlord is responsible for clearly marking the location of underground utilities, equipment or other items that may be damaged by the placement of the sign.

10. MARKETING/MLS/INTERNET ADVERTISING

- A. Broker shall make a blanket unilateral offer of cooperation and compensation to other brokers in any multiple listing service ("MLS") that Broker deems appropriate. Broker shall disseminate information regarding Premises, including the entry date, listing price(s), final price and all terms, and expired or withdrawn status, by printed form and/or electronic computer service, which may include internet advertising, during and after the expiration of this Agreement.

Broker shall enter the listing information into the MLS database:

Within 48 hours (excluding weekends and holidays) of commencement of the Listing Period **OR**

On or before: _____

- B. The parties agree and understand that internet advertising includes:

- 1) Broker's internet website;
- 2) The internet websites of licensed real estate salespersons or associate real estate brokers affiliated with Broker;
- 3) Any other internet website in accordance with applicable MLS rules and regulations;
- 4) Printed media; and/or
- 5) Any available MLS Program(s) that enable participants to display aggregated MLS active listing information on other such participants' and authorized users' public websites.

- C. Landlord agrees and understands that Broker has provided an opportunity to Landlord to opt-out of any of the following four provisions and that Broker is thus hereby authorized by Landlord to submit and market Premises as follows.

PART I:

- Landlord authorizes Broker to submit and market Premises by and through the display on any internet websites

OR

- Landlord does not authorize Broker to submit and market Premises by and through the display on any internet websites

If Landlord selects the second option, consumers who conduct searches for listings on the internet will not see the corresponding information about Premises in response to a search.

PART II:

- Landlord authorizes the display of Premises address on any internet website

OR

- Landlord does not authorize the display of Premises address on any internet website

If Landlord selects the second option, consumers who conduct searches for

listings on the internet will not see the corresponding information about Premises in response to a search.

PART III:

- Landlord authorizes the display of unedited comments or reviews of Premises (or display a hyperlink to such comments or reviews) on MLS participant's internet websites

OR

- Landlord does not authorize the display of unedited comments or reviews of Premises (or display a hyperlink to such comments or reviews) on MLS participant's internet websites

PART IV:

- Landlord authorizes the display of an automated estimate of the market value of Premises (or a hyperlink to such estimate) on MLS participant's internet websites

OR

- Landlord does not authorize the display of an automated estimate of the market value of Premises (or a hyperlink to such estimate) on MLS participant's internet websites

D. During the term of this Agreement, Landlord may, by written notice to Broker, authorize Broker to enable or disable use of any feature as described in 10.C. above. Broker agrees to update the MLS database accordingly.

11. TYPES OF REAL ESTATE REPRESENTATION - DISCLOSURE AND INFORMED CONSENT.

Landlord Representation occurs by virtue of this Agreement with Landlord's contract to use Broker's services and may also include any cooperating brokers who act on behalf of Landlord as subagent of Broker. (Note: Broker may assist a tenant or prospective tenant by performing ministerial acts that are not inconsistent with Broker's duties as Landlord's listing agent under this Agreement.)

Tenant Representation occurs when tenants contract to use the services of their own broker (known as a tenant representative) to act on their behalf.

Designated Representation occurs when a tenant and landlord in one transaction are represented by different sales associate(s) affiliated with the same Broker. Each of these sales associates, known as a Designated Representative, represents fully the interests of a different client in the same transaction. Designated Representatives are not Dual Representatives if each represents only the tenant or only the landlord in a specific real estate transaction. In the event of Designated Representatives, each representative shall be bound by client confidentiality requirements, set forth in the CONFIDENTIAL INFORMATION paragraph. Broker remains a Dual Representative.

If Landlord does not consent to Designated Representation, then Landlord does not allow Premises to be shown to a tenant represented by this Broker through another Designated Representative associated with the firm. Broker will notify other real estate licensees via the MLS whether Landlord consents or does not consent to Designated Representation.

- Landlord does not consent to Designated Representation **OR**
 Landlord consents to Designated Representation.

Dual Representation occurs when the same Broker and the same sales associate represent both the tenant and landlord in one transaction. In the event of Dual Representation, Broker shall be bound by confidentiality requirements for each client, set forth in the CONFIDENTIAL INFORMATION paragraph.

If Landlord does not consent to Dual Representation, then Landlord does not allow Premises to be shown to a tenant represented by this Broker through the same sales associate. Broker will notify other real estate licensees via the MLS of whether Landlord consents or does not consent to Dual Representation.

- Landlord does not consent to Dual Representation **OR**
 Landlord consents to Dual Representation.

Non-Agency occurs when the real estate licensee does not represent either party to the real estate transaction and acts to facilitate the transaction by assisting the parties to reach an agreement, as an independent contractor and without being an advocate for the interest of either party. In the event of non-agency, the real estate licensee would not owe traditional fiduciary duties to either party, but would still owe the parties duties imposed on all licensees by the Commonwealth of Virginia.

12. BROKER COMPENSATION.

A. Payment. Landlord shall pay Broker in cash total compensation of 6% of the Gross Lease Amount (Compensation) if, during the term of this Agreement, anyone produces a tenant ready, willing and able to lease Premises.

Compensation is also earned if, within 90 (ninety) days after the expiration or termination of this Agreement, an application is accepted with a ready, willing, and able tenant to whom Premises had been shown during the term of this Agreement; provided, however, that Compensation need not be paid if an application is accepted on Premises while Premises is listed with another real estate company.

B. Leasing Broker. Broker shall offer a portion of Compensation to the selling broker as indicated:

Sub-Agency Compensation: 0 (zero) OR
Tenant Agency Compensation: 3% of the Gross Lease Amount OR
Non-Agency Compensation: 0 (zero)

Note: Compensation may be shown by a percentage of the gross selling price, a definite dollar amount or "N" for no compensation.

Broker's compensation and the sharing of compensation between brokers are not fixed, controlled, recommended or suggested by any multiple listing service or Association of REALTORS®.

C. Retainer Fee. Broker acknowledges receipt of a retainer fee in the amount of 0 (zero) which shall **OR** shall not be subtracted from the Compensation. The retainer is non-refundable and is earned when paid.

D. Early Termination. In the event Landlord wishes to terminate this Agreement prior to the end of the Listing Period, without good cause, Landlord shall pay Broker 0 (zero) ("Early Termination Fee") before Broker's execution of a written release.

E. Purchase By Tenant. If the tenant purchases Premises during tenant's occupancy of Premises or within 90 days of vacating Premises, Landlord agrees to pay Broker compensation of 6% of the total sales price in cash at settlement.

13. CONFIDENTIAL INFORMATION. Broker shall maintain the confidentiality of all personal and financial information and other matters identified as confidential by the client which were obtained by Broker during the brokerage relationship, unless the client consents in writing to the release of such information or as otherwise provided by law. The obligation of Broker to preserve confidential information continues after termination of the brokerage relationship. Information concerning material defects about Premises is not considered confidential information.

14. AUTHORIZATION TO DISCLOSE OTHER APPLICATIONS. In response to inquiries from tenants or cooperating brokers, Broker may not disclose, without Landlord's authorization, the existence of other written offers on Premises. If Landlord does give such authorization, Landlord acknowledges that Broker and sales associate(s) must disclose whether the offers were obtained by the listing agent, another member of the listing Broker's firm, or by a cooperating broker.

Landlord does **OR** does not authorize Broker and sales associate to disclose such information to tenants or cooperating brokers.

15. COMPLIANCE WITH FAIR HOUSING LAWS. Premises shall be shown and made available without regard to race, color, religion, sex, handicap, familial status or national origin as well as all classes protected by the laws of the United States, the Commonwealth of Virginia and applicable local jurisdictions, or by the REALTOR® Code of Ethics

~~**16. EMPLOYEE RELOCATION PROGRAM**~~

~~Landlord is participating in any type of employee relocation program. Yes **OR** No.~~

~~If "Yes": (a) the program is named: _____, Contact # _____
and~~

~~(b) terms of the program are: _____~~

~~If "No" or if Landlord has failed to list a specific employee relocation program, then Broker shall have no obligation to cooperate with or compensate any undisclosed program.~~

17. CONDOMINIUM OR PROPERTY ASSOCIATION. In the event that there is a condominium or property owners' association for the Premises, Landlord agrees to provide to Broker at the commencement of Agreement **OR** to the tenant prior to lease execution copies of current rules & regulations pertaining to Premises. This package shall be provided at Landlord's cost **OR** at the tenant's cost. Fees in addition to regular monthly charges are: Pool Parking Move-In Tennis Other _____

Landlord represents that Landlord is **OR** is not current on all association dues and/or special assessments.

~~**18. LEAD-BASED PAINT DISCLOSURE.** Landlord represents that the residential dwelling(s) at Premises were **OR** were not constructed before 1978. If the dwelling(s) were constructed before 1978, Landlord is subject to Federal law concerning disclosure of the possible presence of lead-based paint at Premises, and Landlord acknowledges that Broker~~

~~has informed Landlord of Landlord's obligations under the law. If the dwelling(s) were constructed before 1978, unless exempt under 42 U.S.C. 4852d, Landlord has completed and provided to Broker the form, "Rental Disclosure And Acknowledgment Of Information On Lead-Based Paint And/Or Lead-Based Paint Hazards" or equivalent form.~~

19. CURRENT LIENS. Landlord represents to Broker that the below information is true and complete to the best of Landlord's information, knowledge and belief:

Check all that are applicable:

- A. Premises is not encumbered by any mortgage or Deed of Trust.
- B. Landlord is current on all payments for all loans secured by Premises.
- C. Landlord is not in default and has not received any notice(s) from the holder(s) of any loan secured by Premises, or from any other lien holder of any kind, regarding a default under any loan, threatened foreclosure, notice of foreclosure, or the filing of foreclosure.
- D. There are no liens secured against Premises for Federal, State or local income taxes; unpaid real property taxes; or unpaid condominium or homeowners' association fees.
- E. There are no judgments against Landlord (including each owner for jointly held property). Landlord has no knowledge of any matter that might result in a judgment that may potentially affect Premises.
- F. Landlord has not filed for bankruptcy protection under United States law and is not contemplating doing so during the term of the Listing Agreement.

During the term of the Listing Agreement, should any change occur with respect to answers A through F above, Landlord shall immediately notify Broker and Sales Associate/Listing Agent, in writing, of such change.

20. MISCELLANEOUS PROVISIONS.

A. Landlord Representations and Warranties.

Landlord is aware that Landlord may be responsible for failing to disclose information and/or misrepresenting the condition of Premises. Landlord warrants that:

- 1) Landlord is not a party to a listing agreement with another broker for the sale, exchange or lease of Premises.
- 2) No person or entity has the right to purchase, lease or acquire Premises, by virtue of an option, right of first refusal or otherwise.
- 3) Landlord is **OR** is not a licensed (active/inactive) real estate agent/broker.
- 4) Landlord has **OR** has no knowledge of the existence, removal or abandonment of any underground storage tank on Premises.
- 5) Premises is **OR** is not currently tenant-occupied.

B. Access to Premises. Landlord shall provide keys to Broker for access to Premises to facilitate Broker's duties under this Agreement. If Premises is currently tenant-occupied, Landlord shall provide Broker with any current lease documents and contact information for current tenant, and shall use best efforts to obtain the full cooperation of the tenants, in connection with showings and inspections of Premises.

C. Landlord Assumption of Risk.

1) Landlord retains full responsibility for Premises, including all utilities, maintenance, physical security and liability during the term of this Agreement. Landlord is advised to take all precautions for safekeeping of valuables and to maintain appropriate property and liability insurance through Landlord's own insurance company.

Broker is not responsible for the security of Premises or for inspecting Premises on any periodic basis. If Premises is or becomes vacant during the Listing Period, Landlord is advised to notify Landlord's home owner's insurance company and request a "Vacancy Clause" to cover Premises.

2) In consideration of the use of Brokers services and facilities and of the facilities of any Multiple Listing Service, Landlord and Landlord's heirs and assigns hereby release Broker, Broker's designated agents, sub-agents, sales associates and employees, any Multiple Listing Service and the Directors, Officers and employees thereof, including officials of any parent Association of REALTORS®, except for malfeasance on the part of such parties, from any liability to Landlord for vandalism, theft or damage of any nature whatsoever to Premises or its contents that occurs during the Listing Period. Landlord waives any and all rights, claims and causes of actions against them and holds them harmless for any property damage or personal injury arising from the use or access to Premises by any persons during the Listing Period.

D. Appropriate Professional Advice. Broker can counsel on real estate matters, but if Landlord desires legal advice, Landlord is advised to seek legal counsel. Landlord is advised further to seek appropriate professional advice concerning, but not limited to, property or tax and insurance matters.

E. Subsequent Offers After Application Acceptance. After a rental application has been accepted for Premises, Broker recommends Landlord obtain the advice of legal counsel prior to acceptance of any subsequent offer to rent.

F. Governing Law. The laws of Virginia shall govern the validity, interpretation and enforcement of this Agreement.

G. Binding Agreement. This Agreement will be binding upon the parties, and each of their respective heirs, executors, administrators, successors and permitted assigns. The provisions hereof will survive the sale of Premises and will not be merged therein. This Agreement, unless amended in writing by the parties, contains the final and entire agreement and the parties will not be bound by any terms, conditions, oral statements, warranties or representations not herein contained.

21. ADDITIONAL TERMS:

_____/_____
Date Landlord **The Town of Haymarket**

_____/_____
Date Landlord

Date Broker/Sales Manager
_____/_____

Sales Associate Contact Information

Sales Associate (Listing Agent): _____
Phone: (H) 703-753-9100 (W) 703-753-9100 x103 (Cell) 703-517-2574 (Fax) 703-753-5828
Email: bryangarcia@exitheritage.com

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USEFUL INFORMATION ABOUT REAL ESTATE TRANSACTIONS

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SERVICES. Regardless of whom they represent, REALTORS® can provide a variety of information and assistance to all parties in a real estate transaction. For example, REALTORS® can assist customers by performing ministerial acts such as supplying information about available properties and sources of financing, describing and showing properties, assisting in preparing and submitting purchase offers or counteroffers, or providing information about settlement procedures. REALTORS® acting as standard agents are required by Virginia law and by their Code of Ethics to treat all parties honestly and not knowingly give them false information, promptly present all written offers and counteroffers, disclose any adverse material facts actually known to them concerning the physical condition of a property, and offer properties without regard to race, color, religion, sex, handicap, familial status, elderliness or national origin, as well as any other classes protected by the Commonwealth of Virginia and applicable local jurisdiction.

LEGAL REQUIREMENTS. Virginia law requires that in order to be enforceable, all contracts for real property must be in writing. There is a recommended contract form that can be shown to you and that may be modified in any way to accommodate the needs of the parties. You have the opportunity to consult legal counsel concerning the contract as well as any other questions you may have about the various laws concerning real estate transfers that are referenced in the suggested contract form.

FINANCING: Mortgage rates and associated charges vary with financial institutions and the marketplace. Purchasers have the opportunity to select the lender and to negotiate terms and conditions of the loan. Such terms may be subject to seller's approval and lender's requirements. Borrowers also will be required to obtain a lender's title insurance policy. Purchasers may wish to obtain owner's title insurance coverage and may consult an attorney concerning this choice.

INSURANCE: The lender may require purchasers to buy a hazard insurance policy from the insurance company of their choice, subject to the lender's approval. Purchaser should be aware that many factors affect the availability and cost of hazard insurance on the Premises. Depending on the insurance company, these factors may include past insurance claims filed on the Premises, past insurance claims filed by Purchaser, and Purchaser's credit history. In addition, flood insurance may be required on the property. Purchaser should contact an insurance agent at the earliest opportunity to arrange for hazard insurance and, if necessary, flood insurance on the property.

MASTER PLANS. Prior to execution of a contract, purchasers may review the applicable Master Plan for the appropriate jurisdiction, including maps showing planned land use and proposed or actual parks, roads, or other facilities. These can be found at the planning offices of various jurisdictions and at some local libraries.

PROPERTY CONDITION AND ENVIRONMENTAL MATTERS. Various inspection services and home warranty insurance programs are available, and purchasers have the option to include in their offer to purchase a contingency that allows them to employ one or more experts of their choice at their expense to inspect the property and provide them with an analysis of its condition. Purchasers normally may also conduct a pre-settlement or pre-occupancy "walk-through" inspection of the property, but his inspection may be limited by the terms of the contract. REALTORS® do not have the expertise to advise concerning various conditions including but not limited to: major systems or structures; soil conditions; flood hazard areas; mold or air quality; possible restrictions on the use of the property due to restrictive covenants, zoning, subdivision or environmental laws, easements or other documents; airport or aircraft noise; planned land uses, roads or highways; including but not limited to construction materials and/or hazardous materials such as flame retardant treated plywood (FRT), radon, urea formaldehyde insulation (UFFI), polybutylene pipes, asbestos, synthetic stucco/EIFS, underground storage tanks or lead-based paint. Information about these issues may be obtained from appropriate governmental agencies such as the United States Environmental Protection Agency (EPA), the Virginia Department of Health, or local planning offices or health departments.

RESPONSIBILITY. Each party to a real estate transaction should carefully read all documents to be sure that the terms accurately express the understanding of the parties as to their intentions and the agreements they have reached. REALTORS® can counsel on real estate matters, but if legal or tax advice is desired, you should consult an attorney or a financial professional. If you have any questions about the roles and responsibilities of REALTORS® or about any other material presented here, please do not hesitate to ask for more information. You should also exercise whatever due diligence you deem necessary with respect to information on any sexual offenders registered under Chapter 23 (§19.2 - 387 et. seq.) of Title 19.2. Such information may be obtained by contacting your local police department or the Department of State Police, Central Criminal Records Exchange, at 804-674-2000 or www.state.va.us/vsp/vsp.html.

TYPES OF REAL ESTATE REPRESENTATION

In an individual real estate transaction, if a brokerage firm ("Broker") has a contractual obligation to represent a buyer or a seller ("Client"), then the Broker shall promote the interest of the Client by:

- (a) performing the terms of their contractual agreement;
- (b) obtaining a transaction at a price and terms acceptable to the Client;
- (c) presenting in a timely manner all written offer or counteroffers to and from the Client;
- (d) disclosing to the Client all material facts related to the property or concerning the transaction of which they have actual knowledge;
- (e) accounting for in a timely manner all money and property received in which the Client has or may have an interest.

Unless otherwise provided by law or the Client consents in writing to the release of information, the Broker shall maintain the confidentiality of all personal and financial information and other matters identified as confidential by the Client, if that information is received from the Client during the brokerage relationship.

In satisfying these duties, the Broker shall exercise ordinary care, comply with all applicable laws and regulations, treat all prospective buyers and sellers honestly and not knowingly give false information, and the Broker representing a buyer shall disclose whether or not the buyer's intent is to occupy the property as a principal residence. In addition, the Broker may show the same property to different buyer clients, represent sellers as well as buyers, or provide assistance to a seller or a buyer who is not a client by performing ministerial acts that are not inconsistent with the Broker's duties to the Client.

Seller representation occurs when sellers contract to use the services of their own broker (known as a seller representative) to act on their behalf.

Buyer representation occurs when buyers contract to use the services of their own broker (known as a buyer representative) to act on their behalf.

Dual representation occurs when a buyer and seller in one transaction are represented by the same Broker and the same sales Associate. When the parties agree to dual representation, the ability of the Broker and the Sales Associate to represent either party fully and exclusively is limited. The confidentiality of all information of all clients shall be maintained as above.

Designated representation occurs when a buyer and seller in one transaction are represented by different Sales Associates affiliated with the same Broker. Each of these Sales Associates, known as a Designated Representative, represents fully the interests of a different client in the same transaction. Designated Representatives are not dual representatives if each represents only the buyer or only the seller in a specific real estate transaction. Except for disclosure of confidential information to the Broker, each Designated Representative is bound by the confidentiality requirements as above. The Broker remains a dual representative.

Date

Signature

Date

Signature



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NVAR - 1297 - 9/03



INTEROFFICE MEMORANDUM

TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: STREETScape EXPENDITURE – VERIZON PRELIMINARY ENGINEERING FINAL BILL
DATE: 01/10/2012
CC: STAFF

Verizon is requesting payment of their final preliminary engineering invoice.

BACKGROUND

Verizon has completed its final preliminary engineering work on the upcoming relocation of their lines. The Town and VDOT had previously approved the Verizon estimated amount of \$11,071.17. The invoice attached is for \$9,845.17. This invoice is eligible for the 80% reimbursement by VDOT.

The project remains on schedule for utility relocation work to begin in early February, 2012. The Town Engineer will answer any questions the Council may have on this item.

RECOMMENDATION

It is recommended that the Town Council approve the payment of the Verizon preliminary Engineering final bill in the amount of \$9,845.17. The funding for this payment is to be made from the Streetscape fund.



Verizon Virginia Inc.
2600 Brittons Hill Road
Richmond, VA 23230

December 15, 2011

Mr. Gene Swearingen
Town Manager of Haymarket
P.O. Box 1230
Haymarket, VA 20168

**RE: BILL #V28GP10DT1211 WORK ORDER # 8707/8P0A0DT
PRELIMINARY ENGINEERING – FINAL BILL
TOWN OF HAYMARKET PROJECT#-EN96-233-128, C502**

Dear Mr. Swearingen,

Enclosed is the Preliminary Engineering Final Bill in the amount of \$9,845.17 for Verizon engineering on the above project. This billing was authorized in your correspondence dated June 17, 2011 to Mr. Lacy, for the estimated amount of \$11,071.17.

Please reference Verizon's Federal Identification number 56-0656680.

If you have any questions, please call me on 804-772-7306 or Darlene Taylor on 804-772-4417.

Sincerely,

Michael T. Ziegler
Section Manager - Network Engineering

Cc: Mr. Lacy

FINAL BILL - SUPPORTING INFORMATION
MAKE CHECKS PAYABLE TO: VERIZON
FORWARD PAYMENT AND COPY OF BILL TO: P.O. Box 4861, Trenton, NJ 08650-4861

Invoice #: V286P10DT1211

Bill Date:

DECEMBER 7, 2011

THIS IS FOR PRELIMINARY ENGINEERING ONLY FOR THE VDOT DOWN TOWN HAYMARKET STREETScape RELOCATION PROJECT 8707 8POAODU. THE ORIGINAL P&E'S FOR BOTH PRELIMINARY ENGINEERING & RELOCATION WERE SUBMITTED AUGUST 2009 & NOVEMBER 20 RESPECTIVELY.

Work Order #:8707/8POAODT
(Attached)

Total must be substantiated by Itemized Breakdown of Cost

Less Previous Amount Billed (When applicable): \$0

Amount due this Invoice: \$9,845.17

Records and Accounts supporting this billing may be audited at:

Verizon
2600 Brittons Hill Rd.
Richmond, Virginia 23230

AFFIDAVIT

I certify that this billing is a true and fair bill for services performed and that to the best of my knowledge, payment therefore has not been received.


Michael T. Ziegler, Section Manager-Network Engineering

CERTIFICATION OF NON-BETTERMENT

This is to certify that the total billable amount of \$9,845.17 notated on this invoice represents the total actual non-betterment costs incurred by us in the relocation and/or readjustment of that portion of our facilities on the above-noted project, which were determined to be state expense. These had to be relocated and/or readjusted due to our highway construction program, and the above amount is correct and proper for reimbursement.

NOTE: Not needed for Progress Bill but use on Final Bill.

Verizon
Utility Owner

By:


Authorized Representative

June 17, 2011

Rte 55-Haymarket Streetscape Enhancements
Town of Haymarket Project # EN96-233-128, C502
Prince William County
VDOT PPMS No.64766

UTILITIES - "Revised" Authorization to Relocate Telephone Facilities

Verizon South Inc.
Mr. Bill Lacy
Project Designer/ Highway Relocations
9401 Peabody Street
Manassas, Virginia 20110

Dear Mr. Lacy:

We have received your revised plan and estimate dated June 1, 2011 for the relocation of telephone facilities to clear the above referenced project. You are authorized to proceed with relocating your facilities as covered in your revised utility relocation plan & estimate (VZ WO # 8707 8P0A0DU). The total combined costs of the relocation work is now at \$406,734.13 of which the Town of Haymarket's cost responsibility will be \$284,713.90 or 70 % and Verizon South's cost responsibility will be \$122,020.23 or 30% as agreed on the VDOT UT-9 cost prorate form .

You have been previously authorized to proceed with the "revised" preliminary engineering request and design work (VZ W.O. 8707 8P0A0DT) as indicated in your letter dated June 2, 2011 in the amount of \$11,071.17.00. The Town authorized your "PE" by letter dated June 15, 2011. As we have authorized your relocation plan, the period of reimbursable costs associated with preliminary engineering activity will conclude as of June 17, 2011 or thereabouts. Should plan revisions require additional engineering, these will be handled case specific.

The final invoices for reimbursable engineering services shall be submitted to Town of Haymarket within 60 days of our authorization of the relocation plan.

Letter to Verizon South, Inc.
June 17, 2011
Page 2

Prior arrangements must be made with this office for any utility work to be performed in connection with the proposed highway construction. Federal funds are being utilized in this relocation.

Final billing will be made as soon as practical after completion of relocation work to facilitate finalizing and closing of the state project. All costs, records, and accounts are subject to audit by authorized representatives of the state and/or US Department of Transportation (US DOT) prior to payment of final billing. The state will not be liable for payment of any bill received more than 12 months after the utility is notified in writing that utilities are completed and acceptable to the state. During the progress of the construction and for a period of three (3) years from the date final payment has been received by the utility, the records pertaining to the adjustment and accounting therefore will be available for inspection by authorized representatives of the state and US DOT.

Your request to employ contract forces on a continuing contract basis is approved. This work is also approved under the terms of the "Master Agreement" and is subject to exceptions and conditions noted below:

EXCEPTIONS AND CONDITIONS

All utility adjustment work performed on existing highways and temporary or detour roads shall be performed in such a manner as to protect traffic and workmen by the erection of adequate protective devices in accordance with the latest Virginia Department of Transportation "Work Area Protection Manual". When flagging is necessary, it shall be done in accordance with Section 104.04(c) of the "Virginia Department of Transportation Road and Bridge Specifications". The manual and specifications are available for reference in the local Resident Administrator's office.

You will be notified when the necessary rights of way and/or utility easements have been secured for this project and when you can proceed with actual relocation activities. Your relocation must complete prior to the scheduled advertisement date.

Letter to Verizon South, Inc.

June 17, 2011

Page 3

Please notify Mr. Matt McLaughlin, Fairfax Utility Construction Coordinator (703-259-1787) prior to beginning any utility construction work.

Furthermore, should you require survey staking in order to accomplish your utility relocation and/or adjustment, make your request also to Matt McLaughlin.

If it is necessary to perform any tree trimming operations within the state's existing right of way, please contact Mr. John Muse, VDOT NOVA District Environmental Manager at 703-259-1215.

We appreciate your cooperation in the development of plan and estimate for this project. If additional information is needed, please call me at 703-753-2600.

Sincerely,

Gene Swearingen
Town Manager of Haymarket

cc: Mr. Eldar Yusufoglu-VDOT NOVA Utilities
Mr. Matt McLaughlin-VDOT NOVA Utility Construction
Project File



INTEROFFICE MEMORANDUM

TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: TOWN MANAGER'S REPORT
DATE: 12/05/11
CC: STAFF

The following Items are for the Council's information.

I-66 Projects

The Town Engineer will provide an update on the I-66 Widening Project and the I-66/Route 15 Interchange project.

Haymarket Self Storage

The Town Planner will provide an update on the status of this issue.



INTEROFFICE MEMORANDUM

TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: SUGGESTED RESOLUTION REGARDING URBAN DEVELOPMENT AREAS
DATE: 01/10/12
CC: STAFF

The Department of Transportation requires all localities which meet certain growth or size limitations to designate certain areas as Urban Development Areas (UDA).

BACKGROUND

Council Member Weir is recommending that the Town support House Bill No 92 which limits the size below which the UDA requirement would apply. For towns as small as Haymarket the UDA would be a very small area but would require extensive work on the part of the Town staff as well as amendments to the Town Code and Comprehensive Plan.

A description of the UDA requirement is attached as is a copy of House Bill No. 92.

Councilman Weir will provide the background on this issue.

RECOMMENDATION

It is recommended that the Town adopt the attached Resolution in support of House Bill No. 92.

RESOLUTION

A RESOLUTION IN SUPPORT OF HOUSE BILL NO.92, OFFERED JANUARY 12, 2012

WHEREAS, Delegate Robert G. Marshall has offered House Bill No. 92 (HB 92); and

WHEREAS, HB 92 amends section 15.2-2223.1 of the Code of Virginia, making incorporation of urban development areas optional rather than mandatory; and

WHEREAS, the current provisions of 15.2-2223.1 require additional professional staff to draft, enact and enforce the requirements of the subsection; and

WHEREAS, the Town of Haymarket would have to expend a substantial amount of its limited resources to engage such professional staff; and

WHEREAS, the Town of Haymarket recently revised its Comprehensive Plan; and

WHEREAS, the Town of Haymarket would have to expend a substantial amount of its limited resources to bring its Comprehensive Plan into concordance with the current provisions of 15.2-2223.1; and

WHEREAS, in a jurisdiction as limited in size and population as the Town of Haymarket, there is not enough vacant and/or unplanned acreage available to comport with the requirements of the section without dramatically altering current land use and/or the character of the Town; and

WHEREAS, concordance with the subsection would conflict with the Town of Haymarket's Historic Overlay District, adopted in accordance with section 15.2-2306 of the Code of Virginia; and

WHEREAS, the current provisions of 15.2-2223.1 thus place an undue burden on small jurisdictions such as the Town of Haymarket; and

WHEREAS, the Town Council of the Town of Haymarket deems it advisable to recommend enactment of HB 92:

NOW, THEREFORE, BE IT RESOLVED that the Town of Haymarket recommends enactment of HB 92 as offered January 12, 2012.

Done this 10th day of January, 2012.

TOWN OF HAYMARKET, VIRGINIA

BY _____
Mayor

ATTEST:

Clerk

Voting Aye: _____

Voting Nay: _____

Abstaining: _____

Absent: _____

Urban Development Areas

All localities with a growth rate of 15% or a growth rate of 5% and a population of at least 20,000 are required designate at least one Urban Development Area in the comprehensive plan by 2011. The Urban Development Area or areas are required to accommodate at least 10 years but no more than 20 years worth of growth based on official estimates and projections of the Weldon Cooper Center for Public Service of the University of Virginia or other official government sources. The size necessary to accommodate such growth will vary based on the residential and commercial densities provide for in the locality's comprehensive plan.

When designating an area as an Urban Development Area, a locality is to consider the following criteria:

- Proximity to a city, town or other developed area
- Proximity to transportation facilities
- Availability of a public or community water and sewer system

Within the Urban Development Area the locality's comprehensive plan shall:

- Incorporate principles of new urbanism and traditional neighborhood design, which may include the following:
 - Connectivity of road networks, including connectivity of new local streets with existing local streets
 - Connectivity of pedestrian networks
 - Pedestrian-friendly road design
 - Reduction of front and side yard building setback requirements
 - Mixed-use neighborhoods, including mixed housing types
 - Reduction of subdivision street widths and turning radii
 - Satisfaction of requirements for stormwater management
- Provide for commercial and residential densities of at least:
 - Four residential units per gross acre
 - A floor area ratio of 0.4 for commercial development

Note: The floor area ratio is a comparison of the total floor area of a building to the size of the land of that location. A floor area ratio of 1.0 would indicate that the total floor area of a building is the same size as the gross area of the plot on which it is constructed.
- Describe any financial and other incentives for development in the urban development areas

Localities that establish Urban Development Areas may not limit or prohibit development in compliance with existing zoning nor refuse to consider a rezoning application for property outside of the Urban Development Area.

Any locality that determines its current comprehensive plan accommodates growth consistent with the densities and other zoning requirements for Urban Development Areas which adopts a resolution certifying such compliance will not be required to amend its comprehensive plan to include Urban Development Areas.

2012 SESSION
12100702D

HOUSE BILL NO. 92
Offered January 11, 2012
Prefiled December 27, 2011

A BILL to amend and reenact § 15.2-2223.1 of the Code of Virginia, relating to urban development areas.

Patron-- Marshall, R.G.

Committee Referral Pending

Be it enacted by the General Assembly of Virginia:

1. That § 15.2-2223.1 of the Code of Virginia is amended and reenacted as follows:

§ 15.2-2223.1. Comprehensive plan to include urban development areas.

A. For purposes of this section:

"Commercial" means property devoted to usual and customary business purposes for the sale of goods and services and includes, but is not limited to, retail operations, hotels, motels and offices. "Commercial" does not include residential dwelling units, including apartments and condominiums, or agricultural or forestal production, or manufacturing, processing, assembling, storing, warehousing, or distributing.

"Commission" means the Commission on Local Government.

"Developable acreage," solely for the purposes of calculating density within the urban development area, means land that is not included in (i) existing parks, rights-of-way of arterial and collector streets, railways, and public utilities and (ii) other existing public lands and facilities.

"Population growth" means the difference in population from the next-to-latest to the latest decennial census year, based on population reported by the United States Bureau of the Census. In computing its population growth, a locality may exclude the inmate population of any new or expanded correctional facility that opened within the time period between the two censuses.

"Urban development area" means an area designated by a locality that is (i) appropriate for higher density development due to its proximity to transportation facilities, the availability of a public or community water and sewer system, or a developed area and (ii) to the extent feasible, to be used for redevelopment or infill development.

B. Every locality that has adopted zoning pursuant to Article 7 (§ 15.2-2280 et seq.) ~~of this chapter~~ and that (i) has a population of at least 20,000 and population growth of at least five percent or (ii) has population growth of 15 percent or more, shall, and any locality may, *initiate a process to consider whether it will be beneficial to the locality and its citizens to amend its comprehensive plan to incorporate one or more urban development areas. Such process shall include at least one public hearing and an opportunity for public input. The decision to incorporate urban development areas shall require a recorded vote of the local governing body and adherence to the provisions of this section.*

1. The comprehensive plan of a locality having a population of less than 130,000 persons shall provide for urban development areas that are appropriate for development at a density on the developable acreage of at least four single-family residences, six townhouses, or 12 apartments, condominium units, or cooperative units per acre, and an authorized floor area ratio of at least 0.4 per acre for commercial development, or any proportional combination thereof.

2. The comprehensive plan of a locality having a population of 130,000 or more persons shall provide for urban development areas that are appropriate for development at a density on the developable acreage of at least eight single-family residences, 12 townhouses, or 24 apartments, condominium units, or cooperative units per acre, and an authorized floor area ratio of at least 0.8 per acre for commercial development, or any proportional combination thereof.

3. The urban development areas designated by a locality shall be sufficient to meet projected residential and commercial growth in the locality for an ensuing period of at least 10 but not more than 20 years, which may include phasing of

development within the urban development areas. Where an urban development area in a county with the urban county executive form of government includes planned or existing rail transit, the planning horizon may be for an ensuing period of at least 10 but not more than 40 years. Future residential and commercial growth shall be based on official estimates either of the Weldon Cooper Center for Public Service of the University of Virginia, the Virginia Employment Commission, the United States Bureau of the Census, or other official government projections required for federal transportation planning purposes.

4. The boundaries and size of each urban development area shall be reexamined and, if necessary, revised every five years in conjunction with the review of the comprehensive plan and in accordance with the most recent available population growth estimates and projections.

5. The boundaries of each urban development area shall be identified in the locality's comprehensive plan and shall be shown on future land use maps contained in such comprehensive plan.

6. The comprehensive plan shall incorporate principles of traditional neighborhood design in the urban development area, which may include but need not be limited to (i) pedestrian-friendly road design, (ii) interconnection of new local streets with existing local streets and roads, (iii) connectivity of road and pedestrian networks, (iv) preservation of natural areas, (v) mixed-use neighborhoods, including mixed housing types, with affordable housing to meet the projected family income distributions of future residential growth, (vi) reduction of front and side yard building setbacks, and (vii) reduction of subdivision street widths and turning radii at subdivision street intersections.

7. The comprehensive plan shall describe any financial and other incentives for development in the urban development areas.

8. A portion of one or more urban development areas shall be designated as a receiving area for any transfer of development rights program established by the locality.

C. No locality that has amended its comprehensive plan in accordance with this section shall limit or prohibit development pursuant to existing zoning or shall refuse to consider any application for rezoning based solely on the fact that the property is located outside the urban development area.

D. Any locality that would be required to amend its plan pursuant to subsection B that determines that its plan accommodates growth in a manner consistent with subsection B, upon adoption of a resolution describing such accommodation and describing any financial and other incentives for development in the areas that accommodate such growth, shall not be required to further amend its plan pursuant to subsection B. Any locality that has adopted a resolution certifying compliance with subsection B prior to February 1, 2010, shall not be required to comply with this subsection until review of the locality's comprehensive plan as provided for in provision 4 of subsection B.

E. Localities shall consult with adjacent localities, as well as the relevant planning district commission and metropolitan planning organization, in establishing the appropriate size and location of urban development areas to promote orderly and efficient development of their region.

F. Any county that amends its comprehensive plan pursuant to subsection B may designate one or more urban development areas in any incorporated town within such county, if the council of the town has also amended its comprehensive plan to designate the same areas as urban development areas with at least the same density designated by the county. However, if a town has established an urban development area within its corporate boundaries, the county within which the town is located shall not include the town's projected population and commercial growth when initially determining or reexamining the size and boundary of any other urban development area within the county.

G. To the extent possible, federal, state and local transportation, housing, water and sewer facility, economic development, and other public infrastructure funding for new and expanded facilities shall be directed to the urban development area, or in the case of a locality that adopts a resolution pursuant to subsection D, to the area that accommodates growth in a manner consistent with this section.

H. Documents describing all urban development area designations, as well as any resolution adopted pursuant to subsection D, together with associated written policies, zoning provisions and other ordinances, and the capital improvement program shall be forwarded, electronically or by other means, to the Commission within 90 days of the adoption or amendment of comprehensive plans and other written policies, zoning provisions and other ordinances. The Commission shall annually report to the Governor and General Assembly the overall compliance with this section including densities achieved within each urban development area. Before preparing the initial report, the Commission shall develop an appropriate format in concert with the

relevant planning district commission. Other than the documents, policies, zoning provisions and other ordinances, resolutions, and the capital improvement program forwarded by the locality, the Commission shall not impose an additional administrative burden on localities in preparing the annual report required by this subsection.

I. Any locality that becomes subject to provision 2 of subsection B shall have until July 1, 2012, to amend its comprehensive plan in accordance with this section. has incorporated urban development areas prior to July 1, 2012, may reconsider its action by the same process set forth in subsection B and vote to rescind such action if desired. Any locality that has incorporated urban development areas prior to July 1, 2012, shall reconsider such action and vote whether to retain urban development areas if a petition calling for such reconsideration with signatures equal to five percent of the locality's registered voters is filed with the locality's circuit court.

J. Any locality that becomes subject to this section due to population growth shall have two years following the report of the United States Bureau of the Census made pursuant to P.L. 94-171 to amend its comprehensive plan in accordance with this section.

Department of Criminal Justice Services

1100 Bank Street, 12th Floor, Richmond, VA 23219

Byrne Justice Assistance Grant Statement of Award/Acceptance

Subgrantee: Town of Haymarket	Date: March 28, 2011 Grant No: 11-J1203LO10	Grant Period: April 1, 2011– December 31, 2011	
Project Director	Project Administrator	Finance Officer	
Chief James E. Roop Chief of Police Town of Haymarket P. O. Box 1125 Haymarket, VA 20168 Phone No: (703) 753-2700	The Hon. Pamela Stutz Mayor Town of Haymarket P. O. Box 1230 Haymarket, VA 20168 Phone No: (703) 753-2600	Mr. James Naradzay Treasurer Town of Haymarket P. O. Box 1230 Haymarket, VA 20168 Phone No: (703) 753-2600	
TOTAL PROJECT	Federal	Subgrantee Cash Match	TOTAL
	\$1,344	\$ 149	\$1,493

This grant is subject to all rules, regulations, and special conditions included in this award.


Garth L. Wheeler, Director

Please provide the information requested below. See attached instructions for completing the award acceptance. Enter the amount of Federal funds you plan to spend in each category below. The total of Federal funds entered must equal the total of Federal funds awarded in this grant. Please round to the nearest dollar.

Purpose Areas	Federal Amount	Category
1. Law Enforcement		
a. Hiring	\$	# Current Officers _____
b. Overtime	\$	# Officers to Hire _____
c. Equipment:		# Current Support Personnel _____
(1) Traditional Law Enforcement Equipment	\$	# Support Personnel to Hire _____
(2) Information Technology	\$	Sworn <input type="checkbox"/> Civilian <input type="checkbox"/>
2. Prosecution & Courts	\$	
3. Prevention & Education	\$	
4. Corrections & Community Corrections	\$	
5. Drug Treatment	\$	
6. Planning, Education & Technology Improvement	\$	

The undersigned, having received the Statement of Grant Award/Acceptance and the Conditions attached thereto, does hereby accept this grant and agree to the conditions pertaining thereto, this _____ day of _____, 20____.

Signature of Project Administrator:  Title: Mayor

STATEMENT OF GRANT AWARD SPECIAL CONDITIONS
Department of Criminal Justice Services
1100 Bank Street, 12th Floor
Richmond, Virginia 23219

Byrne Justice Assistance Grant Program -- Local Agencies

Subgrantee: Haymarket Town

Grant Number: 11-J1203LO10

Federal Catalog No.: 16.738

Title: Local L. E. Block Grant

Date: March 28, 2011

The following conditions are attached to and made a part of this grant award:

1. By signing the Statement of Grant Award/Acceptance, the grant recipient agrees:
 - to use the grant funds to carry out the activities subgrantee establishes in the Statement of Grant Award/Acceptance, as modified by the terms and conditions attached to this award or by subsequent amendments approved by DCJS;
 - to adhere to the approved budget contained in this award and amendments made to it in accord with these terms and conditions;
 - and, to comply with all terms, conditions, and assurances attached to this award.
2. The subgrantee agrees to submit such reports as requested by DCJS.
3. By accepting this grant, the recipient assures that funds made available through it will not be used to replace state or local funds that would, in the absence of this grant, be made available for the same purposes.
4. By accepting this grant, the recipient assures that a trust fund will be established in which to deposit grant funds. Any interest gained from the trust fund may be used to add to the Federal award amount. Any interest earned must be spent within the grant period, and on eligible program activities.
5. If these requirements can be met within the recipient's current financial management system, there is no need to establish a separate account.
6. Grant funds are not to be used to purchase, lease, rent, or acquire tanks or armored vehicles, fixed-wing aircraft, limousines, real estate, yachts, consultants, or any vehicle not used primarily for law enforcement.
7. The subgrantee agrees to forward a copy to the DCJS of the scheduled audit of this grant award.
8. All purchases for goods and services must comply with the Virginia Public Procurement Act. Procurement transactions, whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. An exemption to this regulation requires the prior approval of the DCJS and is only given in unusual circumstances. Any request for exemption must be submitted in writing to the DCJS.
9. **PROJECT INCOME:** Any funds generated as a direct result of DCJS grant funded projects are deemed project income. Project income must be reported on forms provided by DCJS. The following are examples of project income: Service fees; Client fees; Usage or Rental fees; sales of materials; income received from sale of seized and forfeited assets (cash, personal or real property included).

10. By accepting the accompanying grant award, you are agreeing to submit financial reports during the grant period, as well as a final report to close out the grant. **Financial reports are due no later than the close of business on the 12th working day after the end of the quarter.**
11. Grant funds, including match, must be expended and/or obligated during the grant period. All legal obligations must be liquidated no later than 90 days after the end of the grant period. The grant recipient agrees to supply a final grant financial report and return all unexpended grant funds to DCJS within 90 days of the end of the grant period.
12. **No extensions of the grant period for this award will be permitted.**
13. Prior to DCJS disbursing funds, the Grantee must comply with the following special conditions:
 - (a) Submit a budget narrative outlining all expenditures.



COMMONWEALTH of VIRGINIA

Department of Criminal Justice Services

Garth L. Wheeler
Director

1100 Bank Street
Richmond, Virginia 23219
(804) 786-4000
TDD (804) 386-8732

NOTICE

To: Grants Project Administrator

From: Janice Waddy, DCJS Grants Administrator

Re: Post Award Instructions and Reporting Requirements
PLEASE READ VERY CAREFULLY.

- **GRANT AWARD AND SPECIAL CONDITIONS:**

Please review your Award and Special Conditions very carefully. Pay attention to the last Special Condition listed. This Special Condition may require additional documentation from you before grant funds can be released. Sign and date the grant award acceptance and submit any Special Condition documentation to:

Grants Administration
Department of Criminal Justice Services
202 N. Ninth Street, 10th Floor
Richmond, Virginia 23219

- **REPORTING REQUIREMENTS**

By accepting the accompanying grant award, you are agreeing to submit quarterly financial reports for this grant throughout the grant period, as well as final reports to close the grant. **No eligible current recipient of funding will be considered for continuation funding if, as of the continuation application due date, any of the required Financial reports for the current grant are more than thirty (30) days overdue.** For good cause, submitted in writing by the grant recipient, DCJS may waive this provision.

Financial reports are due no later than the close of business on the 12th working day after the end of the quarter. Reports are required even if no expenditures have occurred during the quarter. **Requests for Funds will not be honored from grant recipients who do not fulfill this reporting obligation.** A schedule of due dates is attached for your reference. Please retain copies of the schedule for future use and reference.

■ **FINANCIAL REPORTS**

Refer to our website for submitting financial reports through the Grants Management Online Information System. In order to use this web-based system, if you have not previously done so, you must obtain a user name and password set up by DCJS Grants Administration. The address is <http://www.dcjs.virginia.gov/grantsAdministration/gmis/index.cfm?menuLevel=4>. **Paper copies of the financial reports will no longer be accepted. You are required to use the on-line system in reporting your expenditures.**

● **REQUESTING GRANT FUNDS**

Refer to our website for requesting funds through the Grants Management Online Information System. In order to use this web-based system, if you have not previously done so, you must obtain a user name and password set up by DCJS Grants Administration. *Please note you can access this system using the same password assigned for the on-line financial reporting system.

The address is <http://www.dcjs.virginia.gov/grantsAdministration/gmis/index.cfm?menuLevel=4>.

You are required to use the on-line system for requesting funds. Paper copies of the Request for Funds will no longer be accepted except for all JAIBG program requests and State Agencies who submit Interagency transfers (IATs.)

If you have any questions, please contact Beverly Johnson (804) 786-9055 or by e-mail at beverly.johnson@dcjs.virginia.gov.

**PROJECTED DUE DATES
FINANCIAL REPORTS**

Reports are due by the 12th working day following the close of the quarter covered in the report. Financial reports are required even if no expenditures have occurred.

<i>QUARTER ENDING</i>	<i>DUE DATE</i>
6/30/2011	7/19/2011
9/30/2011	10/19/2011
12/31/2011	1/20/2012
3/31/2012	4/17/2012
6/30/2012	7/18/2012

[Print Report](#)**Quarterly Financial Report**

Status: Needs FO A

Grant Number

11-J1203LO10

Subgrantee

Haymarket

Project Title

Local L. E. Block Grant

Reporting Period

06/30/2011

Final Report

No

Report Date

06/30/2011

Date Project Completed

12/31/2011

Quarterly Expenditures					
Budget Categories	DCJS Funds			Subgrantee Match	Total Program
	Federal	State	Special		
Personnel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Consultant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Indirect Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Grant Obligations this Quarter					
Budget Categories	DCJS Funds			Subgrantee Match	Total Program
	Federal	State	Special		
Personnel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Consultant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Indirect Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Cash On Hand this Quarter				
	Federal	State	Special	Total Program
Cash On Hand	\$0.00	\$0.00	\$0.00	\$0.00

[Go Back](#)[YTD View](#)

[Print Report](#)

Quarterly Financial Report

Status: Needs FO A

Grant Number 11-J1203LO10	Subgrantee Haymarket	Project Title Local L. E. Block Grant
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Reporting Period 09/30/2011	Final Report No	Report Date 09/30/2011	Date Project Completed 12/31/2011
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Quarterly Expenditures					
Budget Categories	DCJS Funds			Subgrantee Match	Total Program
	Federal	State	Special		
Personnel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Consultant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Indirect Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Grant Obligations this Quarter					
Budget Categories	DCJS Funds			Subgrantee Match	Total Program
	Federal	State	Special		
Personnel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Consultant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Indirect Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Cash On Hand this Quarter				
	Federal	State	Special	Total Program
Cash On Hand	\$0.00	\$0.00	\$0.00	\$0.00

[Print Report](#)

Quarterly Financial Report

Status: Needs FO A

Grant Number 11-J1203LO10	Subgrantee Haymarket	Project Title Local L. E. Block Grant
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Reporting Period 12/31/2011	Final Report No	Report Date 12/31/2011	Date Project Completed 12/31/2011
---------------------------------------	---------------------------	----------------------------------	---

Quarterly Expenditures					
Budget Categories	DCJS Funds			Subgrantee Match	Total Program
	Federal	State	Special		
Personnel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Consultant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Indirect Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Grant Obligations this Quarter					
Budget Categories	DCJS Funds			Subgrantee Match	Total Program
	Federal	State	Special		
Personnel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Consultant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Indirect Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Cash On Hand this Quarter				
	Federal	State	Special	Total Program
Cash On Hand	\$0.00	\$0.00	\$0.00	\$0.00

[Print Budget](#)**Original Approved Budget Data**Grant Number: 11-J1203LO10 Subgrantee: Haymarket

Budget Categories	DCJS Funds			Subgrantee		Total Program
	Federal	General	Special	Cash	In Kind	
Personnel	0.00	0.00	0.00	0.00	0.00	0.00
Consultant	0.00	0.00	0.00	0.00	0.00	0.00
Travel	0.00	0.00	0.00	0.00	0.00	0.00
Equipment	576.00	0.00	0.00	64.00	0.00	640.00
Indirect Cost	0.00	0.00	0.00	0.00	0.00	0.00
Other	594.00	0.00	0.00	66.00	0.00	660.00
Total	1,170.00	0.00	0.00	130.00	0.00	1,300.00

To go back to the previous screen, click "Return".

[Print Report](#)**Special Conditions for 11-J1203LO10**

Condition Number	Condition Description	Condition Met	Date Condition Met
1	Submit a budget narrative outlining all expenditures.	Yes	04/25/2011

[Return](#)