



TOWN OF HAYMARKET TOWN COUNCIL

REGULAR MEETING ~ AGENDA ~

David Leake, Mayor
<http://www.townofhaymarket.org/>

15000 Washington St
Haymarket, VA 20169

Monday, June 2, 2014

7:00 PM

Council Chambers

1. Call to Order

2. Pledge of Allegiance

3. Minutes Acceptance

- A. Mayor and Council - Work Session - Mar 18, 2014 7:00 PM
- B. Mayor and Council - Work Session - Apr 29, 2014 7:00 PM
- C. Mayor and Council - Regular Meeting - May 5, 2014 7:00 PM
- D. Mayor and Council - Special Meeting - May 19, 2014 7:00 PM
- E. Mayor and Council - Work Session - May 27, 2014 7:00 PM

4. Citizen's Time

5. Agenda Items

- A. Saint Paul's Church Special Use Permit Application - Marchant Schneider
- B. Pedestrian Improvement Grant - Award of Contract - Design Phase - Holly Montague
- C. Appointments - Planning Commission - Rebecca Bare
- D. Employee Personnel Manual (Amendment) - Brian Henshaw
- E. Resolution Authorizing Participation in VRS Group Life - Renee DuBiel
- F. Resolution Adopting the VRS ER Contribution Rate FY 15 & 16 - Renee DuBiel
- G. Resolution Authorizing Series 2014 Refunding Bond - Brian Henshaw & Renee DuBiel
- H. Zoning Determination Request - Parcel A-1, LC - Marchant Schneider & Martin Crim

6. Department Reports

- A. Treasurer's Report - Renee DuBiel
- B. Building Official's Report - TCS, LLC
- C. Engineer's Report - Holly Montague
- D. Museum Report - Denise Hall
- E. Planner's Report - Marchant Schneider
- F. Police Report - Chief James Roop
- G. Town Manager's Report - Brian Henshaw

7. Closed Session

- A. Enter into Closed Session
- B. Certification of Closed Session

8. Councilmember Time

- A. Steve Aitken
- B. Rebecca Bare
- C. Katherine Harnest
- D. Mary Lou Scarbrough
- E. Milt Kenworthy
- F. James Tobias
- G. David Leake

9. Adjournment



TOWN OF HAYMARKET TOWN COUNCIL

WORK SESSION ~ MINUTES ~

David Leake, Mayor
<http://www.townofhaymarket.org/>

15000 Washington St
Haymarket, VA 20169

Tuesday, March 18, 2014

7:00 PM

Council Chambers

A Work Session of the Mayor and Council of the Town of Haymarket, VA, was held this evening in the Board Room, Commencing at 7:00 PM

Mayor David Leake called the meeting to order.

1. Call to Order

Councilman Steve Aitken: Present, Councilwoman Rebecca Bare: Present, Councilwoman Katherine Harnest: Present, Councilwoman Mary-Lou Scarbrough: Present, Councilman Milt Kenworthy: Present, Vice Mayor Jay Tobias: Present, Mayor David Leake: Present.

2. Agenda Items

A. Fiscal Year 2015 Draft Budget

3. Councilmember Time

- A. Steve Aitken
- B. Rebecca Bare
- C. Katherine Harnest
- D. Mary Lou Scarbrough
- E. Milt Kenworthy
- F. James Tobias
- G. David Leake

4. Adjournment

Adjourned at 9:15 PM

Minutes Acceptance: Minutes of Mar 18, 2014 7:00 PM (Minutes Acceptance)



TOWN OF HAYMARKET TOWN COUNCIL

WORK SESSION ~ MINUTES ~

David Leake, Mayor
<http://www.townofhaymarket.org/>

15000 Washington St
Haymarket, VA 20169

Tuesday, April 29, 2014

7:00 PM

Council Chambers

A Work Session of the Mayor and Council of the Town of Haymarket, VA, was held this evening in the Board Room, Commencing at 7:00 PM

Mayor David Leake called the meeting to order.

1. Call to Order

Councilman Steve Aitken: Present, Councilwoman Rebecca Bare: Present, Councilwoman Katherine Harnest: Present, Councilwoman Mary-Lou Scarbrough: Present, Councilman Milt Kenworthy: Present, Vice Mayor Jay Tobias: Present, Mayor David Leake: Present.

2. Agenda Items

A. Amend the Agenda

Move to modify the work session agenda to make the first items of business 1) Conduct of the Mayor - statements to the press and 2) Resolution of non-support

RESULT:	ADOPTED [4 TO 2]
MOVER:	Rebecca Bare, Councilwoman
SECONDER:	Jay Tobias, Vice Mayor
AYES:	Rebecca Bare, Mary-Lou Scarbrough, Milt Kenworthy, Jay Tobias
NAYS:	Steve Aitken, Katherine Harnest

B. Statement

The Mayor asks if Councilwomen Scarbrough and Bare would like to discuss. Bare responds by discussing statements made in the Haymarket Beat article

C. Call for the vote on the censure of the Mayor

RESULT:	ADOPTED [5 TO 1]
MOVER:	Mary-Lou Scarbrough, Councilwoman
SECONDER:	Rebecca Bare, Councilwoman
AYES:	Bare, Harnest, Scarbrough, Kenworthy, Tobias
NAYS:	Steve Aitken

D. Censure Mayor Leake

Move to censure Mayor David Leake for failing to disclose to the Town Council in closed session his knowledge of allegations against town employees and for failure to keep confidential, personnel matters

Discussion: *The Mayor asks which article Bare is referring to? Ms. Scarbrough provides a copy of the letter. Bare points out that 1) the Mayor stating he had no knowledge of the Virginia State Police Investigation, then 2) later in the article the Mayor referring to the fact that the letter only states that the employee did not commit anything against a minor. Bare asks how the Mayor knew that is what VSP was investigating. The Mayor informs that he called and asked VSP what they were investigating and they told him. The Mayor expresses concerns that the letter never made its way to him, but it was leaked to the press. Tobias informs that the letter was sent electronically to Mr. Crim. Tobias reminds that everyone was contacted by the press and all the rest of Council declined to comment. The Mayor comments that just as Bare would like to remove herself from his comments, he would like to do the same from her. Tobias feels that by telling the press that the crimes were not against a minor, that it is character assassination. Tobias reminds the Mayor that everyone on Council, except for him, took the position that personnel matters are confidential. Council was never apprised of any*

Minutes Acceptance: Minutes of Apr 29, 2014 7:00 PM (Minutes Acceptance)

investigation or allegation of a crime against a minor, and he feels that by stating this in the press, it is character assassination. Also, Tobias quotes the paper saying the Mayor commented that this is only one of the five allegations against the Chief; Tobias said Council was only made aware of four allegations. Leake disagrees, he comments that Council was made of aware of five allegations. Aitken feels the primary purpose of this meeting is the sway the upcoming elections. He feels this should have been done at the next open Council meeting, not by calling a special meeting. Tobias responds that the meeting was called sooner rather than at the next Council meeting, is because he wants to distance himself from the Mayor's words. Aitken still believes that there would be no difference of impact had this been taken up at the next Council meeting.

RESULT: ADOPTED [5 TO 1]
MOVER: Rebecca Bare, Councilwoman
SECONDER: Mary-Lou Scarbrough, Councilwoman
AYES: Bare, Harnest, Scarbrough, Kenworthy, Tobias
NAYS: Steve Aitken

E. Resolution of Non-Support

RESOLUTION 20140429 - 1

BE IT RESOLVED by the Council of the Town of Haymarket, meeting in work session this 29th day of April, 2014, that the Council did not authorize the mayor to make his recent statements to the press regarding a personnel matter which was previously discussed in closed session and which should have remained confidential, and further that the council does not support those remarks.

Discussion: Tobias notes that the previous discussion applies to this resolution.

RESULT: ADOPTED [5 TO 1]
MOVER: Mary-Lou Scarbrough, Councilwoman
SECONDER: Rebecca Bare, Councilwoman
AYES: Bare, Harnest, Scarbrough, Kenworthy, Tobias
NAYS: Steve Aitken

F. Statement

Tobias: Mr. Mayor as I expressed to you on the phone, please be advised that council has spoken 5-1 and should you decide to veto these resolutions again, it would incur another fee and another cost to the Town.

For the Record: Leake disagrees with the will of the council. "When the public knows what happened in this situation, they will understand what I stood for." Mayor reminds that Tobias has gone on record saying he will tell everything on July 1.

G. Town Council May 5, 2014 Draft Agenda

3. Councilmember Time

- A. Steve Aitken
- B. Rebecca Bare
- C. Katherine Harnest
- D. Mary Lou Scarbrough
- E. Milt Kenworthy
- F. James Tobias
- G. David Leake

4. Adjournment

Minutes Acceptance: Minutes of Apr 29, 2014 7:00 PM (Minutes Acceptance)



TOWN OF HAYMARKET TOWN COUNCIL

REGULAR MEETING ~ MINUTES ~

David Leake, Mayor
<http://www.townofhaymarket.org/>

15000 Washington St
Haymarket, VA 20169

Monday, May 5, 2014

7:00 PM

Council Chambers

A Regular Meeting of the Mayor and Council of the Town of Haymarket, VA, was held this evening in the Board Room, Commencing at 7:00 PM

Mayor David Leake called the meeting to order.

1. Call to Order

Councilman Steve Aitken: Present, Councilwoman Rebecca Bare: Present, Councilwoman Katherine Harnest: Present, Councilwoman Mary-Lou Scarbrough: Present, Councilman Milt Kenworthy: Present, Vice Mayor Jay Tobias: Present, Mayor David Leake: Present.

2. Pledge of Allegiance

3. Public Hearings

A. Planning Commission

Chair Weir call the public hearing & special meeting of the Planning Commission to order

Roll Call: Present: Weir, Bare, Ring, Johnson
Absent: Robinson

Ring moves that the Planning Commission recommend approval of SUP# 20140404, Mad Ox Studios, LLC, for an in-home occupation at 15008 Gossom Manor Drive as described on the special use permit application and narrative dated April 4, 2014, pursuant to Section 58-98 (8) of the Zoning Ordinance, and subject to the development standards of Section 58-16, Home occupation, Johnson seconds;

Ayes: 4 Nays: 0 Absent: Robinson

Ring moves to adjourn the special meeting of the Planning Commission, Johnson seconds;
Ayes: 4 Nays: 0 Absent: Robinson

B. Special Use Permit #20140404, In-Home Business - 15008 Gossom Manor Place

Mayor calls for anyone who would like to speak in favor or opposed to the Special Use Permit Application

RESULT: ADJOURNED [UNANIMOUS]
AYES: Aitken, Bare, Harnest, Scarbrough, Kenworthy, Tobias

4. Citizen's Time

Dr. David Mortvedt

He is here to bring the Council's attention the matter of Prince William County requesting three years of business tangible personal property tax. He is concerned and feels this is going to create a hardship for him. He is also concerned that once other businesses hear that you have to pay both the Town and County, they will move.

5. Minutes Acceptance

A. Mayor and Council - Work Session - Mar 26, 2014 7:00 PM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Katherine Harnest, Councilwoman
SECONDER: Mary-Lou Scarbrough, Councilwoman
AYES: Aitken, Bare, Harnest, Scarbrough, Kenworthy, Tobias

B. Mayor and Council - Work Session - Apr 1, 2014 7:00 PM

Minutes Acceptance: Minutes of May 5, 2014 7:00 PM (Minutes Acceptance)

3.C

Regular Meeting

Minutes

May 5, 2014

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Katherine Harnest, Councilwoman
SECONDER: Mary-Lou Scarbrough, Councilwoman
AYES: Aitken, Bare, Harnest, Scarbrough, Kenworthy, Tobias

C. Mayor and Council - Regular Meeting - Apr 7, 2014 7:00 PM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Katherine Harnest, Councilwoman
SECONDER: Mary-Lou Scarbrough, Councilwoman
AYES: Aitken, Bare, Harnest, Scarbrough, Kenworthy, Tobias

D. Mayor and Council - Work Session - Apr 17, 2014 7:00 PM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Katherine Harnest, Councilwoman
SECONDER: Mary-Lou Scarbrough, Councilwoman
AYES: Aitken, Bare, Harnest, Scarbrough, Kenworthy, Tobias

6. Agenda Items

A. Proclamation

Town of Haymarket, VA
PROCLAMATION

Leather & Lace MC

WHEREAS, Virginia’s climate and scenery make motorcycle riding an attraction in the beautiful state of Virginia, and riders consider our roadways to be some of the best for riding.

WHEREAS, Motorcycles are increasingly used as a regular means of transportation; and

WHEREAS, The motorcycle is an energy-efficient vehicle that reduces fuel consumption, traffic, and parking congestion; and

WHEREAS, The motorcycle is an important form of transportation for commuting, touring, and recreations; and on Virginia roadways; and

WHEREAS, As a matter of safety, it is necessary to develop appropriate driving habits to handle these vehicles on Virginia roadways; and

WHEREAS, To prevent injuries and deaths on Virginia’s roadways, motorcyclists and motorists must be vigilant in their efforts to share the road and ensure the safety of everyone; and

WHEREAS, Motorcycle Safety Awareness Month raises public awareness for a lifetime of safe motorcycle riding.

WHEREAS, The International Women’s Motorcycle Club, Leather & Lace MC, is committed to increasing the safe operation of motorcycles by promoting rider safety education programs; their goal is to alert the motorists of the town of Haymarket, Virginia to:

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Town of Haymarket Town Council

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MOTORCYCLE SAFETY AWARENESS MONTH

NOW, THEREFORE, I, David Leake, Mayor of Haymarket, in the great Commonwealth of Virginia, in recognition of over 195,700 registered motorcyclists statewide, and in recognition of the continued role of the Leather & Lace MC as a promoter of motorcycle safety, education, and awareness, do hereby proclaim the month of May 2014 as Motorcycle Safety Awareness Month in the Town of Haymarket and ask all citizens to join in a concerted effort to promote awareness, mutual respect, and safety on our roads.

B. Special Use Permit - in Home Business - 15008 Gossom Manor Place SUP#20140404

Move that the Town Council approve Special Use Permit# 20140404, Mad Ox Studios, LLC, for an in-home occupation at 15008 Gossom Manor Drive as described on the special use permit application and narrative dated April 4, 2014, pursuant to Section 58-98 (8) of the Zoning Ordinance, and subject to the development standards of Section 58-16, Home occupations;

It is further moved that the SUP shall remain in effect for a period of one year, to renew automatically for additional periods of one year, BUT EXPRESSLY CONDITIONED UPON THE FOLLOWING: Council may require, upon a majority vote, after notice to the applicant, for the applicant (or present property owner) to submit a new application for an SUP, which shall be treated in all respects as a new and different application, subject to approval or disapproval, in accordance with general principles of law for a new application. If such notice is given to the applicant or present property owner, this SUP shall terminate automatically and without further notice or action by the Council 60 days from the giving of such notice.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Rebecca Bare, Councilwoman
SECONDER:	Katherine Harnest, Councilwoman
AYES:	Aitken, Bare, Harnest, Scarbrough, Kenworthy, Tobias

C. Appropriation Request - Police Department

Move to authorize the Haymarket Police Department to enter into a purchase agreement with TRAMCO/Kanawha Electric & Machine Co. for the purchase of VerMac PCMS, 3-line variable message board in an amount not to exceed \$13,600. It is further moved to authorize the Haymarket Police Department to enter into the purchase agreement with GovDirect for the purchase of 5 mobile data computer docking stations in an amount not to exceed \$3,400. Funds to come from the Public Safety: Capital Outlay Machinery & Equipment line item.

RESULT:	ADOPTED [5 TO 1]
MOVER:	Katherine Harnest, Councilwoman
SECONDER:	Rebecca Bare, Councilwoman
AYES:	Aitken, Bare, Harnest, Scarbrough, Kenworthy
NAYS:	Jay Tobias

D. Resolution - VACO, Brian Henshaw

Move to adopt the Resolution #20140505-1 to enter into the membership agreement with the Virginia Associations of Counties Group Self Insurance Risk Pool, coverage to be effective July 1, 2014.

Minutes Acceptance: Minutes of May 5, 2014 7:00 PM (Minutes Acceptance)

RESULT: ADOPTED [5 TO 1]
MOVER: Steve Aitken, Councilman
SECONDER: Rebecca Bare, Councilwoman
AYES: Aitken, Bare, Harnest, Scarbrough, Kenworthy
NAYS: Jay Tobias

E. 2014 General Obligation Bond - Debt Restructuring

Tobias recuses himself from the discussion of the debt restructure

Move to adopt the Resolution of Intent, RES #20140505-2, authorizing to proceed with application to, and coordination with, VML/ VACO Finance for the issuance by the Town of a refunding bond, and the execution and delivery of certain documents prepared in connection therewith.

Discussion: Clerk to request that VML/VACO please add any banks in town to the request for proposals list

RESULT: ADOPTED [5 TO 0]
MOVER: Steve Aitken, Councilman
SECONDER: Mary-Lou Scarbrough, Councilwoman
AYES: Aitken, Bare, Harnest, Scarbrough, Kenworthy
ABSTAIN: Jay Tobias

F. HVAC - 2Nd Floor - 15026 Washington - Brian Henshaw

Move to authorize the Town Manager to enter into an agreement with BMS for the replacement of the upstairs HVAC unit at the Police Department utilizing funds from the Vehicle/Powered Equipment Supplies within the Public Safety line item in the approved budget.

RESULT: ADOPTED [UNANIMOUS]
AYES: Aitken, Bare, Harnest, Scarbrough, Kenworthy, Tobias

G. Pedestrian Improvement Grant - Award of Contract - Design Phase

Clerk to add to the Town Council regularly scheduled meeting of June 2, 2014

RESULT: TABLED [UNANIMOUS]
MOVER: Katherine Harnest, Councilwoman
SECONDER: Rebecca Bare, Councilwoman
AYES: Aitken, Bare, Harnest, Scarbrough, Kenworthy, Tobias

H. Historic District Overlay Revisions - Marchant Schneider

Move that the Town Council take no action to amend the boundary of the Old and Historic Haymarket District Overlay

RESULT: ADOPTED [4 TO 2]
MOVER: Katherine Harnest, Councilwoman
SECONDER: Mary-Lou Scarbrough, Councilwoman
AYES: Steve Aitken, Katherine Harnest, Mary-Lou Scarbrough, Milt Kenworthy
NAYS: Rebecca Bare, Jay Tobias

I. Consultant - Parking Ordinance Review

Move that the Town Council award EPR, P.C., in association with Herd Planning and Design and Sympoetica, the contract for the Town of Haymarket Parking Ordinance and Needs Assessment based on their proposal dated March 13th, 2014.

It is further moved that the Town Council appropriate and allocate funds from the Capital Reserves for the said service, not to exceed \$15,000.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Rebecca Bare, Councilwoman
SECONDER: Katherine Harnest, Councilwoman
AYES: Aitken, Bare, Harnest, Scarbrough, Kenworthy, Tobias

J. 14740 Washington Street - Repairs

Clerk to add to the May 19, 2014 agenda.

RESULT: TABLED [UNANIMOUS]
MOVER: Katherine Harnest, Councilwoman
SECONDER: Steve Aitken, Councilman
AYES: Aitken, Bare, Harnest, Scarbrough, Kenworthy, Tobias

K. Board of Zoning Appeals Appointment

Move to authorize the Town Attorney to recommend to the Circuit Court of Prince William County the names of Robert Day, Kenneth Schick, and Sheila Jarboe for reappointment to the Board of Zoning Appeals as a regular member for a five-year term ending January 31, 2019

Discussion: *The Mayor asks for clarification, isn't there just one member we are recommending. The Town Attorney explains that the Circuit Court asks for three nominations and you word them in the order of preference. They will appoint the first one listed, Mr. Robert Day*

RESULT: ADOPTED [UNANIMOUS]
MOVER: Rebecca Bare, Councilwoman
SECONDER: Katherine Harnest, Councilwoman
AYES: Aitken, Bare, Harnest, Scarbrough, Kenworthy, Tobias

L. Appropriation Request - 14710 Washington

Move to approve the expenditure for the attached invoice for \$225 for Genesis which resulted in a \$182 overage of the Town's defined spending policy for the sump pump installation at the Food Pantry.

Discussion: *Tobias asks the Town Manager if he has contacted Genesis and informed them of their need to do "due diligence" before they start a project. Yes, the Town Manager has informed them.*

RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Aitken, Councilman
SECONDER: Rebecca Bare, Councilwoman
AYES: Aitken, Bare, Harnest, Scarbrough, Kenworthy, Tobias

7. Department Reports

A. Treasurer's Report - Renee DuBiel

Tobias would like it on the record that it is his intent to draft a resolution for the Council to adopt in late June regarding refunding back to the taxpayers, similar to what was done in 2011, the excess revenues from FY 2014.

B. Engineer's Report - Holly Montague, PE

The Town Engineer announces that VDOT will hold a "Pardon our Dust" meeting this coming Thursday at Town Hall at 6:30 PM

C. Planner's Report - Marchant Schneider

D. Building Official's Report - TCS, LLC

E. Museum Report - Denise Hall

F. Police Department Report - Chief James Roop

Closed Session Priveledge

Move that the Town Council waive closed session privilege regarding the investigation, suspension & suspension-compliance of Chief Roop, Deputy Chief Greg Breeden, & Office Jake Davis

Discussion: *The Mayor notes that this is not an agenda item. Bare notes that she has been asked a lot of questions about this topic, and she would like to answer. Since it was done in closed session, she is honoring the closed session agreement. She believes this is the proper way to handle the release of information. The Town Attorney asks if it is Council's intention to waive all privileges associated with the documents includes attorney client privilege, attorney work product privilege. He also reminds that there are also employment privacy protections. Bare just feels that picking and choosing of information by one member is not*

RESULT: ADOPTED [4 TO 2]
MOVER: Rebecca Bare, Councilwoman
SECONDER: Mary-Lou Scarbrough, Councilwoman
AYES: Rebecca Bare, Mary-Lou Scarbrough, Milt Kenworthy, Jay Tobias
NAYS: Steve Aitken, Katherine Harnest

G. Town Manager's Report - Brian Henshaw

H. Event Planner's Report - Kim Ingalls

8. Closed Session

A. Enter into Closed Session

Move to enter into closed session pursuant to VA 2.2-3711

A(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, specifically personnel matters of the police department

A(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, specifically Town Rental Properties & Leases

RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Aitken, Councilman
SECONDER: Jay Tobias, Vice Mayor
AYES: Aitken, Bare, Harnest, Scarbrough, Kenworthy, Tobias, Leake

B. Certification of Closed Session

Move to certify that to the best of each member's knowledge (i) only public business matters lawfully exempted from open meeting requirements under this chapter and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting by the public body.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Aitken, Councilman
SECONDER: Jay Tobias, Vice Mayor
AYES: Aitken, Bare, Harnest, Scarbrough, Kenworthy, Tobias, Leake

Motion

Be it resolved, notwithstanding the Council's original motion during the police department report by Councilwoman Bare, this Council does not waive the attorney client privilege, the attorney client work product privilege or any protections provided by state law for personnel records

Discussion: *Tobias cautions everyone to use discretion and that our obligation is to the people of this Town. Harnest recommends that Council members that choose to speak, keep your words clean because you may have to eat them later and that what you say can and will be used against you.*

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RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jay Tobias, Vice Mayor
SECONDER:	Rebecca Bare, Councilwoman
AYES:	Aitken, Bare, Harnest, Scarbrough, Kenworthy, Tobias

9. Councilmember Time

A. **Steve Aitken**

B. **Rebecca Bare**

Asks that Planning Commission appointments be added to the June agenda

C. **Katherine Harnest**

She reminds everyone to vote tomorrow

D. **Mary Lou Scarbrough**

E. **Milt Kenworthy**

He would like an update on the Payne Lane properties and the derelict buildings.

F. **James Tobias**

He finds it appalling that the Mayor took the pleasure and leisure to go around the attorney's advise about keeping matters confidential. The worst part is that the Mayor earmarked one employee, when there were multiple employees involved.

G. **David Leake**

10. Motion to Adjourn

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jay Tobias, Vice Mayor
SECONDER:	Mary-Lou Scarbrough, Councilwoman
AYES:	Aitken, Bare, Harnest, Scarbrough, Kenworthy, Tobias

Submitted:

Approved:

Jennifer Preli, Town Clerk

David Leake, Mayor

Minutes Acceptance: Minutes of May 5, 2014 7:00 PM (Minutes Acceptance)



TOWN OF HAYMARKET TOWN COUNCIL

SPECIAL MEETING ~ MINUTES ~

David Leake, Mayor
<http://www.townofhaymarket.org/>

15000 Washington St
Haymarket, VA 20169

Monday, May 19, 2014

7:00 PM

Council Chambers

A Special Meeting of the Mayor and Council of the Town of Haymarket, VA, was held this evening in the Board Room, Commencing at 7:00 PM

Mayor David Leake called the meeting to order.

1. Call to Order

2. Roll Call

Councilman Steve Aitken: Present, Councilwoman Rebecca Bare: Present, Councilwoman Katherine Harnest: Present, Councilwoman Mary-Lou Scarbrough: Absent, Councilman Milt Kenworthy: Present, Vice Mayor Jay Tobias: Present, Mayor David Leake: Present.

3. Public Hearing

A. FY 2015 Proposed Budget & Tax Rates

Pam Swinford - Jockey Club Lane

She is here this evening to express her concerns about providing a tax rebate when the Town is not even taking care of its own properties.

Doris Buck - Owner of The Very Thing

She is concerned that she is losing her customer base because of the shape of the property. The sandbags are unsightly and dangerous. She has had customers trip and fall over the extended drains and sandbags.

Chuck Carnahan

Mr. Carnahan congratulates the Council elect and thanks the departing Council members for their time and service. He would like it noted for the record that he did not authorize his name to be on the slate of "write-in" candidates. We are showing a net loss. May 7, 2007 its a two year deal. The tax didn't happen the

RESULT:	CLOSED [UNANIMOUS]
MOVER:	Rebecca Bare, Councilwoman
SECONDER:	Steve Aitken, Councilman
AYES:	Aitken, Bare, Harnest, Kenworthy, Tobias
ABSENT:	Mary-Lou Scarbrough

4. Citizen Time

No public comment

5. Agenda Items

A. Proposed FY 2015 Budget & Tax Rates - Brian Henshaw & Renee DuBiel

Council directs the Clerk to find out what changes can be made to advertised budget before a new advertisement is warranted.

Council directs the Clerk to advertise a budget work session for Thursday, June 5, 2014 @ 7:00 PM

B. Consideration of Tax Rebate - Jay Tobias

C. 15000 Washington Street Flooding - Mayor David Leake

D. 14740 Washington Street - Brian Henshaw

Move to amend the Fiscal Year 2014 Budget by reducing the General Reserves Line Item to

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\$32,500 and increasing the 43100 Maintenance of General Building and Grounds in the Repairs/ Maintenance Services line item to \$32,000

It is further moved to appropriate an amount not to exceed \$5,500 for the mold removal and remediation of the rear western most rooms at 14740 Washington Street (Food Pantry) and authorize the Town Manager to enter into a contract with ServPro for the services identified in the scope of work dated 04/24/2014;

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Tobias, Vice Mayor
SECONDER: Milt Kenworthy, Councilman
AYES: Aitken, Bare, Harnest, Kenworthy, Tobias
ABSENT: Mary-Lou Scarbrough

Appropriate funds and suspend spending policy

Move to appropriate and temporarily suspend the Town's spending policy for the repairs to 14740 Washington Street (Food Pantry) as outlined in the Structural Engineer's report dated 04/14/2014 and authorize the Town Manager to engage the Town's public works contractor, Genesis Contracting and Consulting, to address the repairs in an amount not to exceed \$7,500.

Discussion: Tobias thinks it is unwise to suspend the spending policy for any reason

RESULT: ADOPTED [4 TO 1]
MOVER: Rebecca Bare, Councilwoman
SECONDER: Milt Kenworthy, Councilman
AYES: Steve Aitken, Rebecca Bare, Katherine Harnest, Milt Kenworthy
NAYS: Jay Tobias
ABSENT: Mary-Lou Scarbrough

6. Closed Session

A. Enter into Closed Session

Move to enter into closed session pursuant to VA 2.2-3711

A(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, specifically personnel matters and employees of the police department

A(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...

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Tobias, Vice Mayor
SECONDER: Katherine Harnest, Councilwoman
AYES: Aitken, Bare, Harnest, Kenworthy, Tobias, Leake
ABSENT: Mary-Lou Scarbrough

B. Certification of Closed Session

Move to certify that to the best of each member's knowledge (i) only public business matters lawfully exempted from open meeting requirements under this chapter and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting by the public body.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Tobias, Vice Mayor
SECONDER: Rebecca Bare, Councilwoman
AYES: Aitken, Bare, Harnest, Kenworthy, Tobias, Leake
ABSENT: Mary-Lou Scarbrough

7. Motion to Adjourn

RESULT: ADOPTED [UNANIMOUS]
MOVER: Rebecca Bare, Councilwoman
SECONDER: Katherine Harnest, Councilwoman
AYES: Aitken, Bare, Harnest, Kenworthy, Tobias
ABSENT: Mary-Lou Scarbrough

Submitted:

Approved:

Jennifer Preli, Town Clerk

David Leake, Mayor

Minutes Acceptance: Minutes of May 19, 2014 7:00 PM (Minutes Acceptance)



TOWN OF HAYMARKET TOWN COUNCIL

WORK SESSION ~ MINUTES ~

David Leake, Mayor
<http://www.townofhaymarket.org/>

15000 Washington St
Haymarket, VA 20169

Tuesday, May 27, 2014

7:00 PM

Council Chambers

A Work Session of the Mayor and Council of the Town of Haymarket, VA, was held this evening in the Board Room, Commencing at 7:00 PM

Vice Mayor Jay Tobias called the meeting to order.

1. Call to Order

Councilman Steve Aitken: Present, Councilwoman Rebecca Bare: Present, Councilwoman Katherine Harnest: Present, Councilwoman Mary-Lou Scarbrough: Absent, Councilman Milt Kenworthy: Present, Vice Mayor Jay Tobias: Present, Mayor David Leake: Late.

2. Agenda Items

A. Draft Town Council Agenda - June 2, 2014

3. Closed Session

A. Enter into Closed Session

Move to enter into closed session pursuant to VA 2.2-3711

A(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, specifically personnel matters of the police department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Steve Aitken, Councilman
SECONDER:	Rebecca Bare, Councilwoman
AYES:	Aitken, Bare, Harnest, Kenworthy, Tobias, Leake
ABSENT:	Mary-Lou Scarbrough

B. Certification of Closed Session

Move to certify that to the best of each member's knowledge (i) only public business matters lawfully exempted from open meeting requirements under this chapter and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting by the public body.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Steve Aitken, Councilman
SECONDER:	Rebecca Bare, Councilwoman
AYES:	Aitken, Bare, Harnest, Kenworthy, Tobias, Leake
ABSENT:	Mary-Lou Scarbrough

4. Councilmember Time

- A. Steve Aitken
- B. Rebecca Bare
- C. Katherine Harnest
- D. Mary Lou Scarbrough
- E. Milt Kenworthy
- F. James Tobias

Minutes Acceptance: Minutes of May 27, 2014 7:00 PM (Minutes Acceptance)

G. David Leake

5. Adjournment

Minutes Acceptance: Minutes of May 27, 2014 7:00 PM (Minutes Acceptance)



TO: Town of Haymarket Town Council
 SUBJECT: Saint Paul's Church Special Use Permit Application
 DATE: 06/02/14

St. Paul's Anglican Church has submitted a request to extend its use of a classroom trailer at 6735 Fayette Street (St. Paul's School) through August 31, 2017. The previous Special Use Permit expired April 4, 2014 and a new permit was subsequently submitted by the Applicant. At its meeting on May 12, 2014, the Planning Commission forwarded the SUP to Town Council with a recommendation of approval, subject to Conditions of Approval limiting the use of the trailer to one year. Future requests to extend the use of the trailer will constitute a new application and a new public hearing.

UPDATE

The Town Council and the Planning Commission held a joint public hearing on April 7, 2014. The Planning Commission continued its public hearing to April 14, 2014. Commissioners requested that the Applicant update the previously submitted plot plan to reflect the current traffic pattern and corresponding traffic management plan. The Planning Commission also requested that Staff update the previous conditions of approval applicable to temporary operation of the school and use of the trailer. With the applicant present and agreeable at the May 12, 2014 meeting, the Planning Commission moved forward a recommendation of approval to the Town Council and that the renewal of the use of the trailer be granted for a period of one year. Future request for renewals will constitute a new application and a new public hearing.

BACKGROUND

A special use permit for a classroom trailer and accompanying waivers of various site development requirements was approved by the Town Council on August 4, 2008. The permit and waivers allowed the move of the privately operated "Teaching the Basics" school (now St. Paul's School) from the police station behind Town Hall to the Parish Hall associated with St. Paul's Church at 6735 Fayette Street. The move to Fayette Street was to be a temporary condition until a permanent facility could be constructed on other properties owned by St. Paul's Church (also on Fayette Street). The conditional approval of the classroom trailer required an annual renewal of the special use permit. The Council granted an extension in May 2010. A third extension was granted by the Town Council in April 2011 and permitted the continued use of the trailer through April 4, 2014. In the interim period since the Council's last approval, the ownership of the Parish Hall and other properties associated with St. Paul's Church has been transferred to the Episcopal Diocese of Virginia. St. Paul's Anglican Church now leases the property from the Episcopal Diocese. St. Paul's School has moved several of its programs to the former Pace West School at 14600 Washington Street and expects to complete its transition from 6735 Fayette Street by the summer of 2017.

The action by the Council on April 4, 2011 was as follows:

Tobias motioned that the Town Council amend Special Use Permit (SUP) #SUP20080527, St. Paul's Church School, to permit the use of a classroom trailer at 6735 Fayette Street beyond the previous SUP expiration date of June 7, 2011, AND further moved that the SUP shall remain in effect for a period of one year, to renew automatically for additional periods of one year, not to exceed three years from the date of approval, BUT EXPRESSLY CONDITIONED UPON THE FOLLOWING: Council may require, upon a majority vote, after notice to the applicant, for the applicant (or present property owner) to submit a new application for an SUP, which shall be treated in all respects as a new and different application, subject to approval or disapproval, in accordance with general principles of law for a new application. If such notice

is given to the applicant or present property owner, this SUP shall terminate automatically and without further notice or action by the Council 60 days from the giving of such notice.

RECOMMENDATION

Staff recommends the Town Council approve SUP #20140328 for a period of one year, ending on June 2, 2015.

DRAFT MOTIONS

1. I move that the Town Council approve SUP 20140328, St. Pauls School, for temporary operation of an early learning center/school and temporary use of a classroom trailer at 6735 Fayette Street, subject to Conditions of Approval dated June 2, 2014.

OR

2. I move an alternate motion.

ATTACHMENTS:

- (1) SUP20140328 CONDITIONS OF APPROVAL - ST PAUL'S SCHOOL (PDF)
- (2) St. Paul's School Plot Plan 05-12-14 (PDF)
- (3) St. Paul's School SUP Extension Request 05-12-14 (PDF)
- (4) St. Paul's School Traffic Management Policy 05-12-14 (PDF)
- (5) St. Paul's School SUP Application 20140328 (PDF)

SPECIAL USE PERMIT (SUP) 20140328**ST. PAUL'S SCHOOL, 6735 FAYETTE STREET****CONDITIONS OF APPROVAL – JUNE 2, 2014****TEMPORARY OPERATION OF EARLY LEARNING CENTER/ SCHOOL****MOBILE CLASSROOM USE**

1. **Previous Special Use Permit (SUP) Conditions.** The following Conditions of Approval supersede and replace the Plot Plan and Conditions of Approval of SUP20080527 for a special use permit to allow a temporary early learning center/school and classroom trailer upon property known as 6735 Fayette Street, GPIN 7297-89-5776, Town of Haymarket, Virginia (the "Property").
2. **Substantial Conformance.** The development of the Special Use described in Condition 3 below shall be in substantial conformance with the plot plan sheet 1 of 1 entitled "St. Paul's Church" dated May 12, 2014 (the "Plot Plan"), and the Town of Haymarket Zoning Ordinance (the "Zoning Ordinance") except as amended by the Conditions of Approval below which shall take precedence over matters on the Plot Plan in the event of conflicts. Approval of this permit for 6735 Fayette Street shall not relieve the applicant or the owner or owners ("Owners") of the Property from the obligation to comply with and conform to any other Zoning Ordinance, Codified Ordinance, or applicable regulatory requirement.
3. **Uses Permitted and Use Restrictions.** This Special Use Permit SUP 20140328 grants: (1) temporary operation of an early learning center/school pursuant to Section 58-52(3); and (2) temporary use a classroom trailer, pursuant to Section 58-53(5), as defined in the Zoning Ordinance in the R-1 (Residential) Zoning District. The maximum number of children permitted to be cared for at the early learning center/school at any one time shall not exceed one-hundred forty (140) children.
4. **Waiver of Development Standards.** The following development standards are waived for the duration of the temporary operation of the early learning center/school and classroom trailer as described in the Request for Waivers for St. Paul's School Teaching the Basics dated July 14, 2008. These waivers shall terminate and be of no further effect on the Property upon termination of the temporary operation of the early learning center and use of the classroom trailer.
 - a. Section 58-506, Site Plan
 - b. Section 58-701, Buffer Yards
 - c. Section 58-793, Parking Lot Landscaping
 - d. Section 58-11(10), Parking Lot Paving
 - e. Section 58-59(b), Corner Lots
 - f. Section 58-57(a), Yard Regulations, Side

5. **Hours of Operation.** Hours of operation of the early learning center/school shall be limited to those hours described in the Special Use Permit Extension narrative accompanying the SUP request dated May 12, 2014.
6. **Traffic Management.** Traffic management for the early learning center/school shall be as described within the Amended Traffic Management Policy accompanying the SUP request dated May 12, 2014.
7. **Site Access / Off-Street Parking.** Vehicular access to and from the Property, to include deliveries of goods and materials, shall be as described on the Plot Plan and Amended Traffic Management Policy dated May 12, 2014. Any off-site parking attributed to the operation of the early learning center/school shall be limited to the Episcopal Church parking lot at 6750 Fayette Street.
8. **Termination of Approval.** This special use permit approval for SUP20140328, temporary operation of an early learning center/school and classroom trailer use shall cease and terminate one year from the date on which this Special Use SUP20140328 is approved by the Town Council.
9. **Removal of Classroom Trailer.** The Owners shall remove the classroom trailer and associated structures and equipment within 90 days of cessation of the early learning center/school or expiration of the lease to operate the early learning center/school, whichever occurs first. Owners shall site shall restore the Property as closely as possible to pre-construction conditions. A written notice of said removal shall be provided to the Town by the Owners.
10. **Enforcement.** Failure by the Town of any other party to insist on any of the terms or conditions of SUP20140328 or the provisions of any local, state or federal law or requirement shall not be deemed a waiver thereof.

ZONING DISTRICT REQUIREMENTS:

- 1. ZONING DISTRICT: R-1 (RESIDENTIAL DISTRICT)
2. MINIMUM LOT AREA: 10,000 SF
3. MINIMUM FRONTAGE: 75'
4. REQUIRED SETBACKS
FRONT: 50' FROM CENTERLINE OF STREET
SIDE: 20'
REAR: 25'

SITE TABULATIONS:

TAX MAP: GPIN 7297-89-5776
ZONING: R-1, OLD AND HISTORIC HAYMARKET DISTRICT OVERLAY
TOTAL SITE AREA: 26,358 SF (0.60 AC)
EXISTING BUILDING GROSS FLOOR AREA: 3,975 SF
EXISTING NET FLOOR AREA: 3,975 SF + 0.75 = 2,981.25 SF
PROPOSED TEMPORARY TRAILER GROSS FLOOR AREA: 2,128 SF
PROPOSED NET FLOOR AREA: 2,128 SF + 0.75 = 1,596 SF
TOTAL BUILDING GROSS FLOOR AREA: 6,103 SF
TOTAL NET FLOOR AREA: 6,103 SF + 0.75 = 4,577.25 SF
FAR: 0.24 (TOTAL)
: 0.08 (FOR PROPOSED BLDG.)
PROPOSED SEWAGE FLOW (APPENDIX B) STATE HEALTH REGULATIONS
SCHOOLS 16 GPD PER PERSON (95 PEOPLE + 16 = 1,520 GPD)
PROPOSED DISTURBANCE: 2,474 SF

GENERAL NOTES:

- 1. THE PROPERTY SHOWN HEREON IS LOCATED IN THE TOWN OF HAYMARKET, GPIN 7297-89-5776 AND IS ZONED R-1. THIS SITE WILL BE USED FOR THE DEVELOPMENT OF A SCHOOL.
2. OWNER / DEVELOPER: SAINT PAUL'S CHURCH
6735 FAYETTE STREET
HAYMARKET, VA 20169
(703)-754-7536
3. TOTAL SITE AREA= 0.60 ACRES (OR 26,358 SF.)
4. BOUNDARY INFORMATION BASED ON A CURRENT FIELD SURVEY PERFORMED BY THIS FIRM ON 05/14/08.
5. ELEVATION DATUM USGS MEAN SEA LEVEL AS ESTABLISHED FROM THE FOLLOWING BENCH MARK "L0Y5".
6. HORIZONTAL AND VERTICAL CONTROL SURVEY WERE RUN ON THE BOUNDARY BY THE FOLLOWING FIRM CHRISTOPHER CONSULTANTS, LTD. IN THE YEAR 2008.
7. TOPOGRAPHIC MAPPING SHOWN HEREON WAS PERFORMED BY THE FOLLOWING FIRM CHRISTOPHER CONSULTANTS, LTD. IN THE YEAR 2008.
8. THE EROSION AND SEDIMENT CONTROL METHODS SHALL CONFORM TO THE CURRENT VIRGINIA STATE EROSION CONTROL HANDBOOK AND THE MINIMUM STANDARDS SET FORTH IN THE REGULATIONS. SILTATION AND EROSION IS TO BE PROVIDED IN ACCORDANCE WITH THE TOWN OF HAYMARKET STANDARDS AND THE LATEST EDITION OF THE "VIRGINIA EROSION AND SEDIMENT CONTROL HANDBOOK."
9. NO RPA ON SITE.
10. CONTRACTORS SHALL NOTIFY "MISS UTILITY" NOTIFICATION CENTER OF PROPOSED EXCAVATION, DEMOLITION, OR BLASTING AT LEAST TWO WORKING DAYS PRIOR TO COMMENCEMENT OF EXCAVATION, DEMOLISHING, OR BLASTING IN ACCORDANCE WITH THE VIRGINIA UNDERGROUND UTILITY DAMAGE PREVENTION ACT. IN ADDITION, NAMES AND TELEPHONE NUMBERS SHALL ALSO BE USED TO SERVE IN AN EMERGENCY CONDITION. CONTACT "MISS UTILITY" AT 1-800-257-7777.
11. THE PROPERTY SHOWN HEREON IS LOCATED ON F.E.M.A. MAP COMMUNITY PANEL NO. 51153C0067D, DATED JANUARY 5, 1995, ZONE X, AN AREA DETERMINED TO BE OUTSIDE THE 500 YEAR FLOODPLAIN
12. THERE ARE NO KNOWN GRAVE SITES ON-SITE. WHEN DURING THE COURSE OF GRADING, ANY UNKNOWN GRAVE SITE IS ENCOUNTERED, THE CONTRACTOR SHALL CEASE WORK IN THAT AREA AND IMMEDIATELY NOTIFY ORANGE COUNTY AND/OR THE ENGINEER.
13. THE SITE IS NOW SEVERED BY TOWN SEWER AND A WELL FOR WATER. THE SITE WILL CONNECT TO TOWN WATER AND DISCONNECT FROM THE WELL.
14. THE PARKING AREA IS TO REMAIN GRAVEL AND THE ONLY PAVED AREA IS TO BE THE HANDICAP PARKING AREA.
15. THE PAVEMENT MARKINGS SHOWN ON THE PLAN ARE FOR ILLUSTRATIONAL PURPOSES ONLY AND MARKINGS WILL NOT BE PAINTED ON THE GRAVEL PARKING AREA. THE ONLY MARKINGS THAT WILL BE PAINTED IS THE PAVED HANDICAP PARKING AREA.
16. WAIVERS SUBMITTED: 1. (58-506 SITE PLAN REQUIREMENTS) TO ALLOW PLOT PLAN TO SUFFICE FOR THE SITE PLAN.
2. (58-11(10) PAVED PARKING AREA) TO ALLOW THE EXISTING GRAVEL PARKING AREA WITH THE ADDITIONAL GRAVEL AREA BEING ADDED INSTEAD OF THE REQUIRED PAVED PARKING.
3. (58-701 BUFFER YARD) TO WAIVER THE BUFFER YARD REQUIREMENT ALONG PAYNE LANE TO ALLOW THE HANDICAP PARKING AREA AND THE HANDICAP RAMPS THAT PROVIDE ACCESS TO THE EXISTING BUILDING AND THE PROPOSED TEMPORARY TRAILER.
4. (58-703 PARKING LOT LANDSCAPING) TO WAIVE THE LANDSCAPE STRIP REQUIREMENT ALONG PAYNE LANE TO ALLOW THE HANDICAP PARKING AREA AND THE HANDICAP RAMPS THAT PROVIDE ACCESS TO THE EXISTING BUILDING AND THE PROPOSED TEMPORARY TRAILER.
5. (58-57 YARD REGULATIONS) TO ALLOW PARKING IN THE SIDE AND REAR YARDS.
6. (58-59(b) CORNER LOT) TO ALLOW PARKING IN THE SIDE YARD FACING THE STREET.
17. IN THE PWC-DCSM SECTION 720.03 EXEMPTIONS. DEVELOPMENT EXEMPTIONS FROM PRINCE WILLIAM COUNTY SWM PLAN. IT STATES THAT MINOR LAND DISTURBING ACTIVITY INVOLVING LESS THAN FIVE HUNDRED (500) CUBIC YARDS OF EARTHWORK AND LESS THAN TWO THOUSAND FIVE HUNDRED (2,500) SQUARE FEET OF DISTURBED AREA IS EXEMPT.
18. LIGHTING PLAN WILL BE SUBMITTED UNDER SEPARATE COVER.
19. THE PLOT PLAN WITH THE PRINCE WILLIAM COUNTY SERVICE AUTHORITY, WATER AND SEWER INFORMATION SHEET. WILL BE SUBMITTED TO THE PRINCE WILLIAM COUNTY SERVICE AUTHORITY FOR REVIEW.

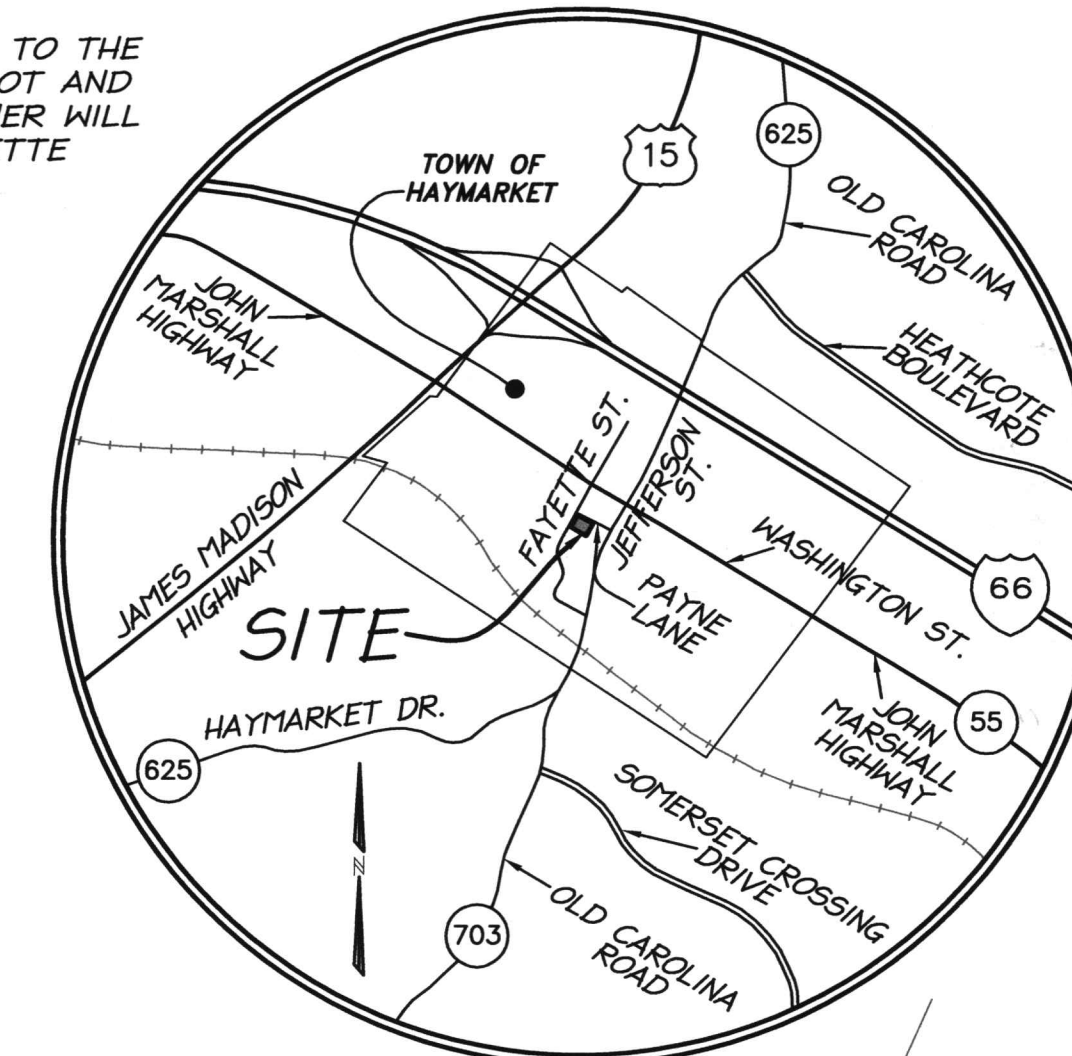
PARKING REQUIREMENTS:

REQUIRED: 58-11(3) 1 PARKING SPACES FOR EVERY 5 SEATS
95 STUDENTS + 15 TEACHER = 110 SEATS
110/5 = 22 PARKING SPACES
PROVIDED: ONSITE 15 PARKING SPACES (1 HANDICAP SPACE + 14 PARKING SPACES)
OFFSITE 20 PARKING SPACE AT CHURCH (TOTAL 35 PARKING SPACES)
OFFSITE PARKING WILL BE UTILIZED DURING SCHOOL OPERATIONS
58-11(10) PARKING SPACE AS REQUIRED IN THIS SECTION SHALL BE ON THE SAME LOT WITH THE MAIN BUILDING, EXCEPT THAT IN THE CASE OF BUILDINGS OTHER THAN DWELLINGS, SPACES MAY BE LOCATED AS FAR AWAY AS 600 FEET. EVERY PARCEL OF LAND USED AS A PUBLIC PARKING AREA AND MOTOR VEHICLE WAYS, AFTER THE EFFECTIVE DATE OF THE ZONING ORDINANCE OF SEPTEMBER 19, 1983, SHALL BE SURFACED WITH ASPHALT OR CONCRETE. IT SHALL HAVE APPROPRIATE GUARDS WHERE NEEDED AS DETERMINED BY THE ADMINISTRATOR. ANY LIGHTS USED TO ILLUMINATE SUCH PARKING AREAS SHALL BE SO ARRANGED AS TO REFLECT THE LIGHT AWAY FROM ADJOINING PREMISES IN A RESIDENTIAL DISTRICT.

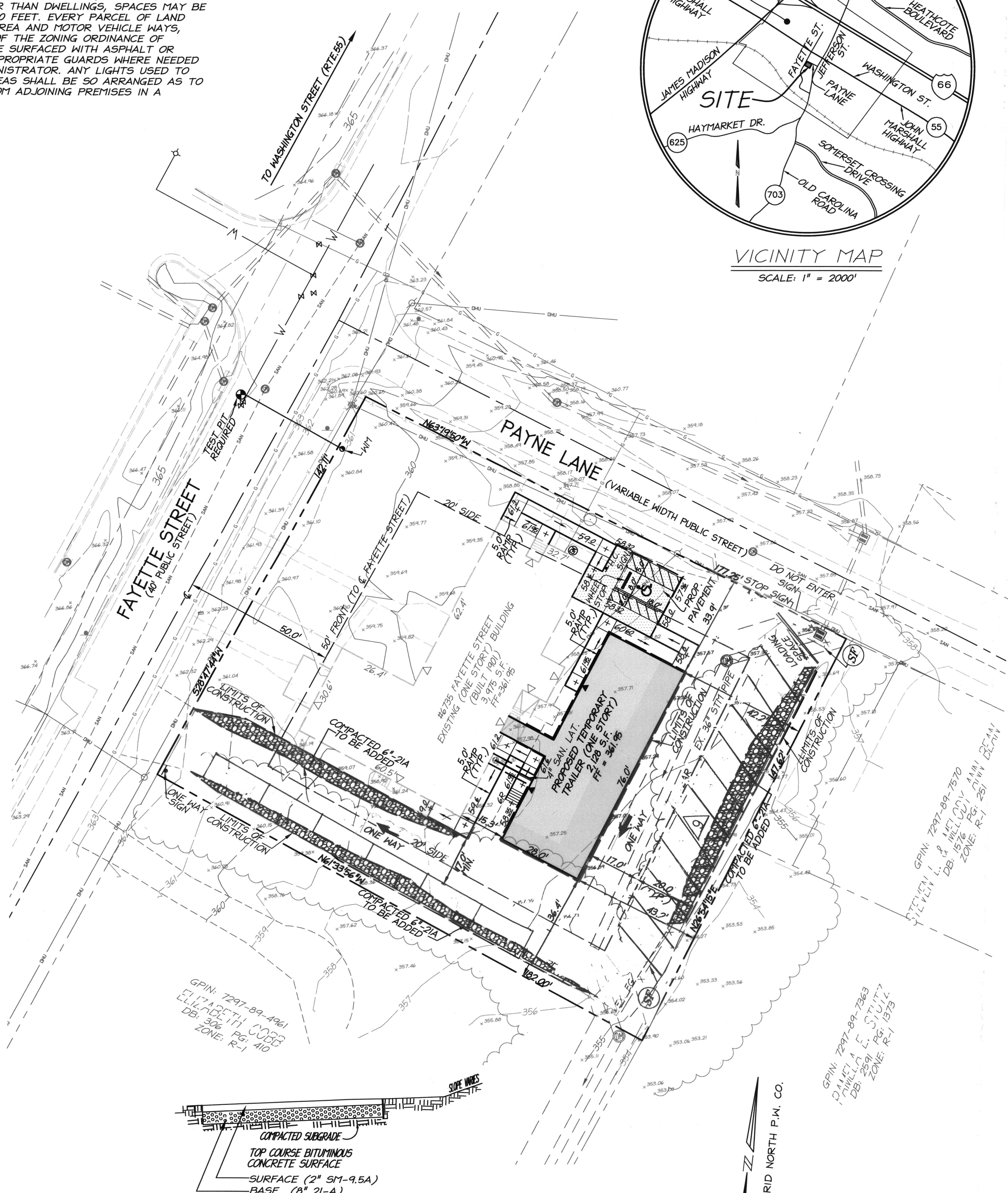
1 LOADING SPACE PROVIDED (12'X30')

MAINTENANCE AGREEMENT

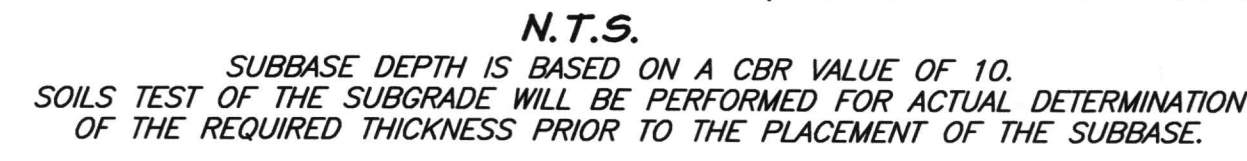
THE PROPERTY OWNER WILL MAINTAIN THE ENTRANCE AND EXIT TO THE PARKING LOT AND KEEP GRAVEL FROM LEAVING THE PARKING LOT AND ONTO FAYETTE STREET AND PAYNE LANE. THE PROPERTY OWNER WILL DO THIS BY PERIODICALLY SWEEPING THE GRAVEL OFF OF FAYETTE STREET AND PAYNE LANE AT THE ENTRANCE AND EXIT TO THE PARKING LOT.



VICINITY MAP
SCALE: 1" = 200'



TYPICAL PAVEMENT SECTION (HANDICAP PARKING)



N.T.S.

SUBBASE DEPTH IS BASED ON A CBR VALUE OF 10. SOILS TEST OF THE SUBGRADE WILL BE PERFORMED FOR ACTUAL DETERMINATION OF THE REQUIRED THICKNESS PRIOR TO THE PLACEMENT OF THE SUBBASE.

Table with 2 columns: DATE, REVISION. Includes entries for 07/28/08 and 08/06/08.

CHECKLIST

- FOR EROSION AND SEDIMENT CONTROL PLANS
MINIMUM STANDARDS - ALL APPLICABLE MINIMUM STANDARDS MUST BE ADDRESSED.
NARRATIVE
PROJECT DESCRIPTION - BRIEFLY DESCRIBES THE NATURE AND PURPOSE OF THE LAND-DISTURBING ACTIVITY, AND THE AREA (ACRES) TO BE DISTURBED.
EXISTING SITE CONDITIONS - A DESCRIPTION OF THE EXISTING TOPOGRAPHY, VEGETATION AND DRAINAGE.
ADJACENT AREAS - A DESCRIPTION OF NEIGHBORING AREAS SUCH AS STREAMS, LAKES, RESIDENTIAL AREAS, ROADS, ETC., WHICH MIGHT BE AFFECTED BY THE LAND DISTURBANCE.
OFF-SITE AREAS - DESCRIBE ANY OFF-SITE LAND-DISTURBING ACTIVITIES THAT WILL OCCUR (INCLUDING BORROW SITES, WASTE OR SURPLUS AREAS, ETC.). WILL ANY OTHER AREAS BE DISTURBED?
SOILS - A BRIEF DESCRIPTION OF THE SOILS ON THE SITE GIVING SUCH INFORMATION AS SOIL NAME, MAPPING UNIT, ERODIBILITY, PERMEABILITY, DEPTH, TEXTURE AND SOIL STRUCTURE.
CRITICAL AREAS - A DESCRIPTION OF AREAS ON THE SITE, WHICH HAVE POTENTIALLY SERIOUS EROSION PROBLEMS (E.G., STEEP SLOPES, CHANNELS, NET WEATHER/ UNDERGROUND SPRINGS, ETC.)
EROSION AND SEDIMENT CONTROL MEASURES - A DESCRIPTION OF THE METHODS WHICH WILL BE USED TO CONTROL EROSION AND SEDIMENTATION ON THE SITE. (CONTROLS SHOULD SATISFY MINIMUM STANDARDS IN CHAPTER 3.)
PERMANENT STABILIZATION - A BRIEF DESCRIPTION, INCLUDING SPECIFICATIONS, OF HOW THE SITE WILL BE STABILIZED AFTER CONSTRUCTION IS COMPLETED.
STORMWATER RUNOFF CONSIDERATIONS - WILL THE DEVELOPMENT SITE CAUSE AN INCREASE IN THE PEAK RUNOFF RATES? WILL THE INCREASE IN RUNOFF CAUSE FLOODING OR CHANNEL DEGRADATION DOWNSTREAM? DESCRIBE THE STRATEGY TO CONTROL STORMWATER RUNOFF.
CALCULATIONS - DETAILED CALCULATIONS FOR THE DESIGN OF TEMPORARY SEDIMENT BASINS, PERMANENT STORM WATER DETENTION BASINS, DIVERSIONS, CHANNELS, ETC. INCLUDE CALCULATIONS FOR PRE- AND POST- DEVELOPMENT RUNOFF.
SITE PLAN
VICINITY MAP - A SMALL MAP LOCATING THE SITE IN RELATION TO THE SURROUNDING AREA. INCLUDE ANY LANDMARKS, WHICH MIGHT ASSIST IN LOCATING THE SITE.
INDICATE NORTH - THE DIRECTION OF NORTH IN RELATION TO THE SITE.
LIMITS OF CLEARING AND GRADING - AREAS TO BE CLEARED AND GRADED.
EXISTING CONTOURS - THE EXISTING CONTOURS OF THE SITE.
FINAL CONTOURS - CHANGES TO THE EXISTING CONTOURS, INCLUDING FINAL DRAINAGE PATTERNS.
EXISTING VEGETATION - THE EXISTING TREE LINES, GRASSED AREAS, OR UNIQUE VEGETATION.
SOILS - THE BOUNDARIES OF DIFFERENT SOIL TYPES.
EXISTING DRAINAGE PATTERNS - THE DIVIDING LINES AND THE DIRECTION OF FLOW FOR THE DIFFERENT DRAINAGE AREAS. INCLUDE THE SIZE (ACREAGE) OF EACH DRAINAGE AREA.
CRITICAL EROSION AREAS - AREAS WITH POTENTIALLY SERIOUS EROSION PROBLEMS. (SEE CHAPTER 6 FOR CRITERIA.)
SITE DEVELOPMENT - SHOW ALL IMPROVEMENTS SUCH AS BUILDINGS, PARKING LOTS, ACCESS ROADS, UTILITY CONSTRUCTION, ETC.
LOCALIZATION PRACTICES - THE LOCATIONS OF EROSION AND SEDIMENT CONTROL AND STORM WATER MANAGEMENT PRACTICES USED ON THE SITE. USE THE STANDARD SYMBOLS AND ABBREVIATIONS IN CHAPTER 3 OF THE ERS HANDBOOK.
OFF-SITE AREAS - IDENTIFY ANY OFF-SITE LAND-DISTURBING ACTIVITIES (E.G. BORROW SITES, WASTE AREAS, ETC.) SHOW LOCATION OF EROSION CONTROLS. (IS THERE SUFFICIENT INFORMATION TO ASSURE ADEQUATE PROTECTION AND STABILIZATION?)
DETAIL DRAWINGS - ANY STRUCTURAL PRACTICES USED THAT ARE NOT REFERENCED TO THE ERS HANDBOOK OR LOCAL HANDBOOKS SHOULD BE EXPLAINED AND ILLUSTRATED WITH DETAIL DRAWINGS.
MAINTENANCE - A SCHEDULE OF REGULAR INSPECTIONS AND REPAIR OF EROSION AND SEDIMENT CONTROL STRUCTURES SHOULD BE SET FORTH.

STRUCTURAL PRACTICES

3.05 - TEMPORARY SILT FENCE IS TO BE INSTALLED AS INDICATED ON THIS PLAN.
ALL EROSION AND SEDIMENT CONTROLS WILL BE CHECKED DAILY AND AFTER EACH SIGNIFICANT RAINFALL. ANY REPAIRS NEEDED SHALL BE DONE IMMEDIATELY.

MAINTENANCE

ERS ESCROW
SILT FENCE: 262 LF @ \$7.50 PER LF = \$1,965.00
ADMINISTRATIVE COST (15% OF TOTAL COST) \$1,965.00 * 15% = \$294.75
TOTAL ERS ESCROW = \$2,260.00

LEGEND

- UTILITY POLE
GUY WIRE
SIGN
MAILBOX
WATER VALVE
STORM MANHOLE
SANITARY MANHOLE
SANITARY CLEANOUT
GAS METER
WATER METER
TEST PIT
STORM WATER LINE
GAS LINE
SANITARY SEWER LINE
WATERLINE
OVER HEAD UTILITY
EXISTING CONTOUR
PROPOSED BUILDING
LIMITS OF CONSTRUCTION
SILT FENCE
TREE LINE
EXISTING
EDGE OF PAVEMENT
EDGE OF GRAVEL
CURB AND GUTTER
CONCRETE
CORRUGATED METAL PIPE
PROPOSED PARKING SPACE
PROPOSED LOADING SPACE



PLOT PLAN

ST. PAUL'S CHURCH
TOWN OF HAYMARKET
PRINCE WILLIAM COUNTY, VIRGINIA

PROJECT NO: 065501.00
SCALE: 1"=20'
DATE: 05/12/14
DESIGN: MT
DRAWN: CB
CHECKED: MT
SHEET No.

Special Use Permit Extension St. Paul's School May 12, 2014

St. Paul's Anglican Church requests renewal of the Special Use Permit (SUP) #SUP20080527, related to St. Paul's School, (formerly known as "Teaching the Basics") to permit the continued use of a classroom trailer (modular unit) at 6735 Fayette Street beyond the previous automatic additional periods of one year which now expires in June 2014. We further request that the SUP remain in effect with conditions passed by the Town Council in their meeting of April 2011, except as noted below.

St Paul's has a lease with the Episcopal Diocese of Virginia (property owner) through August 31, 2017 for use of the property for the operation of St. Paul's School. We request the SUP to continue to be approved automatically for period of one year through August 31, 2017. During this period, no physical modification of the existing modular unit, other than routine maintenance is anticipated.

We wish to bring to your attention the fact that this school year (SY13-14), St Paul's moved a portion of the school program to the property previously known as Pace West at 14650 Washington Street. This move reduced the amount of traffic at the Fayette Street location. Over the next four years we will continue to further expand our school program in the building at the Washington Street location. This action will, yearly, further relieve student load and traffic at the Fayette Street campus. We plan, by the summer of 2017, to be out of the Fayette Street campus.

We wish to also bring to your attention the modified traffic pattern implemented at the Fayette St campus. The revised pattern was implemented to improve traffic flow through the site and eliminate any vehicle cuing on Fayette St. We revised the plat plan to reflect this change. The Traffic Management Policy has also been amended and is attached. The hours of operation are:

PreCare	7:00 to school opening
MDO (2 yr olds)	9:00 – 12:00
PreK3	9:00 – 12:00
PreK4	8:30 – 12:30
PreK4 (PM)	12:45 – 3:45
AfterCare	12:00 – 6:00

Hence, the phasing of students is heaviest from 8:20 – 9:00 and 11:50 – 12:45. Next year (SY14-15) the MDO program will move to our other campus. But we will still maintain about the same student population. Due to PreCare (about 12) and AfterCare (about 24), the peak loads will be, in the morning, of about 104 children in the 50 minute period of "drop-off" and about 102 children in the noon time "pick-up/drop-off" period of 55 minutes.

The "Occupancy Permits" allow 99 people in the Parrish Hall and 90 in the Modular for a total of 189. However, this year we have a maximum of 134 at any given time and next year plan a maximum of 132 at any given time. We would like to be able to expand to 140 if needed.



Raymond A. Bell
Senior Warden and President of the Board
St. Paul's Anglican Church, Inc.

**Amended Traffic Management Policy
St. Paul's School,
6735 Fayette St.
May 12, 2014**

The traffic management policy replaces previous traffic management policies and associated amendments. St Paul's School will manage the drop-off and pick-up of children in a manner that normal traffic on Fayette St and Payne Ln will not be adversely affected. The school is sensitive to the surrounding community in all of its policies and assures minimal impact to the neighborhood and traffic flow. We desire the flow of traffic, including children drop-off and pick-up, to be efficient, smooth and safe for everyone.

Traffic Flow/Parking

Traffic enters from Payne Ln and travels in a one-way direction, exiting on Fayette St. The parking lot has 18 parking spaces (17 regular and one handicap) as reflected on the revised plot plan dated 05/12-14. If more than 18 parking spaces are required for staff, the excess will be parked at the Episcopal Church parking lot at 6750 Fayette St.

Traffic Management

The school uses several innovative and proven traffic management methods. Each method is honed by experience. Each will minimize impact on the adjacent community and school parents at student drop-off/pick-up times. These Are:

- a. Classes start at different times, based on student age. Thus, arriving/departing parents are not all at the school at the same time. The time between age groups provides sufficient time for parents of one age group to clear the area before the arrival of parents of the next age group.
- b. School staff monitors and manages traffic flow. There are 10 stacking (car waiting) spaces. These spaces will not interfere with general parking or entrance to the building. Five (5) stacking spaces are parallel to the Parish Hall and five (5) are on the East side of the modular.

A staff member monitors the traffic flow into the drop-off/pick-up areas from Payne Ln. School staff are at car-side to open doors and assist student exit/entry. This means that parents are not required to exit the driver's seat – thus allowing more rapid movement for waiting parents. School staff “read” the car line several cars in advance. For example, when car #1 is loading – the child(ren) are being readied for waiting cars #2 and #3. This continues “down the line” until the waiting parents clear. The entire process is completed in approximately 10 – 20 minutes.

If the drop-off/pick-up area is filled with cars, the staff person will direct cars entering from Fayette St to proceed to the church parking area so that parents waiting to drop-off/pick-up their child will not adversely affect traffic flow on Fayette St or Payne Ln. Walkie-Talkies are used. When the drop-off/pick-up area begins to clear, those waiting in the church parking lot are called back to the school. This assures that customary traffic on Fayette St and Payne Ln will flow in good order.



TOWN OF HAYMARKET SPECIAL USE PERMIT APPLICATION

SUP# ~~20080527~~
20140328

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

NAME OF BUSINESS/APPLICANT: St. Paul's School
SITE ADDRESS: 6735 Fayette St Haymarket, VA 20169
ZONING DISTRICT: R-1 R-2 B-1 B-2 I-1 C-1 SITE PLAN PROPOSED: Yes No
PROPOSED USE(S): Pre School / TRAILER CODE SECTION(S) #: 58-53 (5)

BRIEF DESCRIPTION OF ACTIVITY: In the space below or in an attached narrative, please describe in detail the proposed activity including size and type of proposed/existing structures, hours of operation, type of clientele, number of vehicles anticipated to visit the site during an average workday and any other changes that will affect the nature or appearance of the structure(s) or site.

RENEWAL OF TEMPORARY OPERATION OF SCHOOL AND CLASSROOM TRAILER AT 6735 FAYETTE STREET. PREVIOUS SUP # 20080527

Supporting Documentation (attached): Narrative (addressing criteria of Section 58-9(d)) Plan/Plat

ADDITIONAL INFORMATION FOR HOME OCCUPATIONS (SUBJECT TO SECTION 58-16):

TYPE OF STRUCTURE: SFD TH TOTAL FLOOR AREA OF MAIN STRUCTURE: _____ (sq. ft.)
FLOOR AREA DEVOTED TO HOME OCCUPATION: _____ (sq. ft.) HOA APPROVAL: Yes No
NUMBER / TYPE OF VEHICLES: _____
NUMBER / TYPE OF EQUIPMENT AND METHOD OF STORAGE (i.e. garage, accessory storage, etc.): _____

OFF-STREET PARKING SPACES PROVIDED: 15 NO. OF EMPLOYEES WORKING FROM SITE: 15

FEE: \$500 Residential

\$350 Commercial (no land disturbance) \$1,500 Commercial (land disturbance)

APPLICANT/PERMIT HOLDER INFORMATION	PROPERTY OWNER INFORMATION
Name: <u>Royal Mc Bell, Senior warden</u> <u>on behalf of St Paul's School</u>	Name: <u>EPISCOPAL DIOCESE OF VIRGINIA</u>
Address: <u>P.O. Box 329</u>	Address: <u>110 W FRANKLIN STREET</u>
City: <u>Haymarket</u> State: <u>VA</u> Zip: <u>20168</u>	City: <u>RICHMOND</u> State: <u>VA</u> Zip: <u>23220</u>
Phone#(s): <u>703-338-5054</u>	Phone#(s): <u>804-643-8451</u>
Email Address: <u>Bell@20wilkblue.net</u>	Email Address: <u>EJONES@THEDIocese.NET</u>

P.O. Box 1230 * Haymarket, Virginia 20168 * 703-753-2600 * FAX: 703-753-2800
Special Use Permit Application - Page 1 of 2 - Revised 02-04-14

RECEIVED
APR - 7 2014
TOWN OF HAYMARKET

Attachment: (5) St. Paul's School SUP Application 20140328 (1874 : Saint Paul's Church Special Use Permit Application)



TOWN OF HAYMARKET
SPECIAL USE PERMIT APPLICATION

SUP# **20140328**

APPLICANT / PROPERTY OWNER CONSENT

*****REQUIRED*****

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 or attached hereto is correct and a true representation of the activity and method of operation described. Construction of any improvements described herein and as shown on the attached plot, plan and/or specifications will comply with the ordinances of the Town of Haymarket, any additional restrictions and/or conditions prescribed by the Planning Commission or the Town Council, and all other applicable laws.

Randy Beer
Applicant Signature

Edmund Jans
Property Owner Signature

Mar 26.14
Date

*SECRETARY OF THE DIOCESE
MARCH 27, 2014*
Date

OFFICE USE ONLY

DATE FILED: _____ FEE AMOUNT: _____ DATE PAID: _____

DATE TO ZONING ADMINISTRATOR: _____ STAFF REVIEW COMPLETE: _____

APPLICABLE ZONING ORDINANCE SECTION(S) / RECOMMENDED CONDITIONS:

ZONING ADMINISTRATOR

DATE

DATE TO PLANNING COMMISSION: _____

PUBLIC HEARING DATE: _____

RECOMMEND APPROVAL RECOMMEND DENIAL NO RECOMMENDATION

RECOMMENDED CONDITIONS:

CHAIRMAN

DATE

DATE TO TOWN COUNCIL: _____

PUBLIC HEARING DATE: _____

APPROVED DENIED

CONDITIONS:



TO: Town of Haymarket Town Council
SUBJECT: Pedestrian Improvement Grant
DATE: 06/02/14

Pedestrian Improvements Project (Connelly Money)

BACKGROUND

Congressman Gerry Connelly obtained for the Town a Transportation Earmark, VDOT Project 0055-233-045 UPC 97735 for Pedestrian Improvements in the amount of \$499,915. Unlike Enhancement Grant funding where there is an 80% reimbursement rate, this Transportation Earmark is 100% reimbursable.

Coordinating with Town Council, it was determined to use these funds to design and construct a shared use path on the west side of Jefferson Street to tie into and extend the shared use path that VDOT is constructing on the Old Carolina Bridge as part of the I-66 Widening Project.

A RFP for Architectural/Engineering services was issued and Town Council appointed a Selection Committee in November, 2013. Four proposals were submitted. The Selection Committee reviewed the proposals and selected two firms (Rinker Design and Toole Design Group) for Shortlist Interviews, which were held January 31, 2013.

In accordance with Federal procurement guidelines for federally funded projects, selection of professional services must be qualification based and not fee based. Therefore, after the Shortlist Interviews and the checking of references, the Selection Committee picked Rinker Design as their top-ranked firm and requested a man-hour fee proposal. Rinker Design submitted their fee-proposal March 7, 2013.

However, the Selection Committee did not come to Town Council at that time to enter into contract because the I-66 Widening Project and the design of the shared use path for that project was still in progress.

CURRENT STATUS

The Town Manager and Town Engineer met with VDOT to discuss the status of the shared use path design on the I-66 Widening Project. VDOT has finally gotten to a point in their design that we can move forward with designing a shared use path to tie into their path.

Rinker Design re-submitted their man-hour/fee proposal on March 25, 2014. VDOT has reviewed and approved their man-hour/fee proposal.

\$90,000 for the expenditures and reimbursements for this project have been included in the draft 2015 Budget.

RECOMMENDATION

It is the staff recommendation that Rinker Design be awarded the contract for the design and creation of Right-of-Way and Construction plans for the Pedestrian Improvements Project in the Maximum Total Compensation Payable amount of \$129,021.

DRAFT MOTION(S)

1. I move that the Town Council award the Architectural and Engineering Design Contract for the Pedestrian Improvements Project, VDOT Project 0055-233-045, UPC 97735 to Rinker Design Associates, P.C. in the Maximum Total Compensation Payable amount of \$129,021.00 for the design services phase of the work. Pursuant to Section 2.2-4301 of the Code of Virginia, this Contract shall be deemed to be a multi-phased professional contract with the intended scope of the project as set forth in the Request for Proposal. Professional Construction Management Services shall be the second phase with an acceptable fee to be negotiated prior to the commencement of Phase II. The Town Council hereby determines in writing by incorporation of this motion into the Town minutes that the nature of the work is such that the best interests of the Town requires awarding the Contract.

Or,

2. I move an alternate motion.

ATTACHMENTS:

- Haymarket Ped Improvements fee proposal-revised (PDF)

SCOPE OF WORK AND FEE PROPOSAL

**Architectural and Engineering Design
Pedestrian Improvements
VDOT Project 0055-233-045 UPC 97735**



Firm Name:

**Rinker Design Associates, P.C.
9385 Discovery Boulevard, Suite 200
Manassas, VA 20109
703-368-7373**

**Contact: Charles T. Henegar, P.E.
Sharon D. Dusza, P.E.**

**Date: March 7, 2013
Revised: March 25, 2014**

SCOPE OF WORK - PEDESTRIAN IMPROVEMENTS DESIGN

Rinker Design Associates, P.C. (RDA) proposes to provide professional engineering, surveying, and right-of-way services to the Town of Haymarket for the Pedestrian Improvements Project which will include the following tasks as described in the Request for Proposal.

Task 1: Jefferson Street

Task 1 will add a shared use path along the west side of Jefferson Street from the end of the VDOT I-66 Widening Project Number 0066-076-003, C501 UPC: 93577 at Cheyenne Way to Washington Street.

Task 2: Crosswalk Improvements

Task 2 will replace existing brick crosswalks with stamped asphalt crosswalks, provide missing stamped asphalt crosswalks at the intersection of Washington Street and Jefferson Street and provide missing stamped asphalt crosswalks at the intersection of Washington Street and Fayette Street.

Task 3: Miscellaneous Pedestrian Improvements

Task 3 will provide any additional miscellaneous pedestrian improvements permitted by available funding. Not currently scoped.

RDA will provide complete right-of-way and construction plans and cost estimates including roadway design; hydraulic design (including stormwater management and erosion & sediment control); traffic engineering design; traffic maintenance (MOT/TMP); permit sketches; participation in citizens and other stakeholder groups' meetings, coordination of utility design and involvement in utility conflict resolution; right-of-way acquisition services, bidding and construction administration support.

It is our assumption that the VDOT I-66 Widening Plans will be provided by the Town or the Virginia Department of Transportation (VDOT). We will coordinate our work with the Town of Haymarket's assigned project manager in accordance with the guidelines applicable to Locally Administered Projects and Road Design Manual as published by VDOT. The following is a more detailed discussion of the services we are proposing to provide under this contract.

SURVEY

RDA will perform a complete Route Survey for the approval of the project by the Town and VDOT. Survey tasks include the following:

- RDA will research and review all available data detailing existing conditions relative to utilities, property boundaries, topography, streets and land use, which may affect the engineering design of the project. Title research will be conducted as outlined below and incorporated into the development program.
- RDA will complete field surveys of existing conditions. The surveys will include all data which may be required for the preparation of final plans, construction contract drawings and easement or street dedication plats. The survey will be in conformance with the Virginia Coordinate System of 1983, with a minimum closure of 1:35,000.

- Sufficient property corner ties will be made to permit accurate computation of all property lines affected by the proposed project. Apparent voids or overlaps in property lines will be noted and shown. The purpose of this information (provided to the Town by RDA) is to allow the Town to set or reset property corners in areas disturbed during construction as well as for plat preparation.
- A series of referenced elevation benchmarks with a maximum horizontal distance of 300 feet between each will be supplied by RDA. The benchmarks will be minimum second order results on North American Vertical Datum of 1929.
- RDA may use aerial photography for the design survey. All aerial photography will conform to the VDOT manual.
- An initial letter notifying all impacted area residents of the survey activities will be prepared and sent by RDA, on behalf of the Town of Haymarket, by certified mail at least three (3) weeks prior to the start of fieldwork. This letter is to be reviewed and approved by the Town of Haymarket prior to sending. In addition to the early notification, RDA and/or its survey crew will make every effort to advise the property owners of their presence prior to entering on any property to perform the survey work. This notification procedure should be especially adhered to on all properties that will require the cutting or trimming of trees, brush, undergrowth, etc. Crew notification may be accomplished by telephone or by survey personal directly informing each resident or landowner/caretaker.
- RDA and/or its survey crew will make every effort to avoid setting traverse and control points within the proposed construction area or any other area that will be disturbed or inaccessible during construction.
- All topography and physical features will be maintained by RDA and updated on project maps as required through the term of the contract.
- RDA will establish field controls necessary for the construction of the project. Information for the field control will be supplied to the Town once established.
- Right-of-Way Acquisition easement and/or street dedication plats conforming to Town and VDOT requirements will be provided for each affected parcel, as necessary.
- RDA will use a firm specializing in utility investigations to accurately delineate all utility facilities. See attached scope of work. Once marked in the field, RDA will field locate/survey all delineated utilities.

ENVIRONMENTAL

Wetland Delineation/Permits - RDA will perform field reconnaissance and provide a delineation of wetlands and waterways within the potential impact areas. We do not anticipate finding any such resources, but will submit a report to the Corps of Engineers Warrenton Field Office and meet onsite with the Corps representative if necessary to get a confirmation that no wetlands or waterways are present. Because we do not anticipate finding wetlands or waterways on the site, we have not included any effort for preparation and submittal of a Joint Permit Application (JPA) form.

NEPA Coordination and Documentation/State Environmental Certification Forms – RDA anticipates that the level of environmental document needed to satisfy the National Environmental Policy Act (NEPA) requirements will be a Programmatic Categorical Exclusion (PCE) (assuming that the VDHR will issue a “No Adverse Effect” determination” – see below). Our price proposal is based on this assumption. RDA will provide and coordinate a NEPA Concurrence form and the PCE. If VDOT or FHWA determines that the PCE is not the appropriate level of NEPA document, and that a higher level of documentation (i.e., a full Categorical Exclusion or Environmental Assessment) will be required, a modification to this scope of work would be required and negotiated prior to initiation.

RDA will also prepare and submit an EQ-429 form to VDOT to get the project entered into their CEDAR project tracking system. We will prepare and submit project review forms to the Virginia Department of Historic Resources (VDHR) and the Virginia Department of Conservation and Recreation (VDCR) National Heritage Program, the Virginia Department of Game and Inland Fisheries (VDGIF), and the US Fish and Wildlife Service for rare, threatened, and endangered species reviews. RDA will coordinate as necessary with agencies and organizations such as the Virginia Outdoors Foundation, the Virginia and Prince William County Departments of Health, Prince William County Planning Office, and the VDCR Division of Planning and Recreational Resources. We will complete the two certifications (EQ-121 for Hazardous Materials and EQ-555 for Water Quality Permits) for the client’s signatures. The geotechnical consultant will prepare the Phase I Environmental Site Assessment (see attached proposal) to support the EQ-121 Form.

Virginia Stormwater Management Permit - RDA will submit a registration statement to the Department of Conservation and Recreation for authorization under the *Virginia Stormwater Management Program (VSMP)*—*Land Disturbance* and provide the client with a Stormwater Pollution Prevention Plan (SWPPP) following plan approval. (We will submit to Prince William County if construction is not ready to begin until after the summer of 2014. Local jurisdictions are scheduled to take over construction stormwater permitting at that time.)

Potential Additional Services - It is possible that additional services will be required, depending on the outcome of agency coordination, and the issues raised. If required by the agencies, we will negotiate a modification with the Town for the additional services.

- ***Cultural Resources Consulting Parties Coordination*** - Given the location of the project site within Section 106 (National Historic Preservation Act [NHPA]) resources identified in the Virginia Department of Historic Resources (VDHR) GIS database (several overlapping Civil War Battlefields), it is possible that the VDHR will request that the Town provide additional studies or coordinate the project with interested parties such as the Journey Through Hallowed Ground and the Civil War Trust. If needed, we will provide a scope of work to prepare the cover letters and information packages, and track responses prior to initiation of these additional services. If needed, we will meet with representatives of any organizations who choose to become consulting parties.
- ***4(f) Statement*** - The trail would not cross parklands, wildlife refuges, or public recreation areas, but it would cross Section 106 NHPA resources as identified above. The project is therefore subject to Section 4(f) of the Surface Transportation Act. We are assuming that the VDHR will issue a “No Adverse Effect” determination for the project, which is needed to document a “de minimis” impact under Section 4(f). If not, we may need to provide additional

studies, and/or prepare a Section 4(f) statement. If required, we will provide the Town with a scope of work and fee proposal for approval prior to initiation of these additional services.

GEOTECHNICAL ENGINEERING

DMY Engineering will perform a design-level geotechnical investigation and Phase 1 Environmental Site Assessment. Their scope of work and project costs is attached.

MEETINGS

A Public Involvement Program will be implemented meeting VDOT requirements for Locally Administered, Federally Funded Projects with a Programmatic Categorical Exclusion (PCE) environmental document. RDA will assist the Town with holding the appropriate citizen and Public Meetings, including preparation of flyers, handouts, and presentation materials, summarizing and preparing responses to citizen comments, preparation of a Public Meeting Transcript, and coordinating with VDOT to gain Design Approval following the Public Meeting, as needed.

Dependent on meeting type, RDA will prepare the necessary materials required for presentation of project status. This will include presentation boards, handouts, brochures, plans, etc. Presentation materials will be coordinated with Town of Haymarket prior to public meetings. RDA will attend any meetings that are required.

PLAN DEVELOPMENT

Plans will be developed in accordance with VDOT's Local Administered Project Manual guidelines for locally-administered, federally-funded projects. At project milestones in plan development, RDA will assist the Town by completing and processing necessary documentation for VDOT authorizations and approvals.

Project development will be performed in three (3) phases, described in detail below.

Preliminary - During the Preliminary Phase, RDA will prepare 30% design plans including the development of a typical section for the future improvements to Jefferson Street in order to propose horizontal and vertical alignments for the trail at its ultimate location and grade, if feasible. Design will include typical sections, trail geometrics, preliminary cross sections, and preliminary drainage design including storm water management concept design if required. Plans will be submitted for VDOT and Town review.

Field Inspection/Right of Way - Plans will be advanced to a Field Inspection level (75%) plan. Design will include detailed Traffic Management Plans and complete drainage design. In-plan utility relocation designs will be included in the plan assembly. Traffic pedestrian signal modification design is anticipated and will be completed and included in the plan. It is assumed that the Town of Haymarket will provide digital files for the existing traffic signal. Plans for all affected properties will

be prepared by RDA. Following plan approval by VDOT, RDA will furnish Right of Way Plans and assist the Town in gaining Right of Way Authorization, and right of way acquisition will begin. RDA anticipates minimal property impacts with this project and therefore a limited amount of right of way acquisition services. It is anticipated that six properties are impacted and values for land and/or easement acquisition will be below levels that will require a detailed USPAP appraisal and appraisal review. As such, we propose to prepare a Basic Acquisition Report (BAR) in lieu of a detailed appraisal. RDA will then obtain title reports, prepare a negotiation package and pursue the necessary right-of-way and/or easement acquisition. This work will require contacting the land owners on a regular basis with follow-up visits and phone calls that may be necessary to complete the transaction, answer any questions pertaining to mortgages, title, liens, judgments, estate heirs, etc. Then, RDA will prepare a final negotiation report on refusals. In addition, the negotiation task would include preparing all documentation to support the Town of Haymarket in preparing the applicable deeds and/or deeds of partial release and subordination agreements, contacting lienholders, and monitoring obtainment of executed documents. After all of the appropriate steps have been taken and all documents have been executed and delivered, proceeds checks would be delivered to the landowners. Our team will then perform a quality control review of all negotiation packages before the final transaction. In the event of an unsuccessful negotiation, a certificate of take will be filed to initiate condemnation proceedings. If condemnation proceedings are required, we will negotiate a contract modification with the Town for additional services.

Final Design Construction Plans - Final Construction Plans will be prepared for Project Advertisement. Revisions required during the right of way acquisition process will be incorporated into the final design plan. Construction details will be added to the plan assembly, as will final quantity takeoffs. Final constructability reviews will be performed, and final plan revisions incorporated. Required Special Provisions will be prepared, and final cost estimates will be prepared and submitted to the Town for review. Following plan approval, RDA will assist the Town in requesting and obtaining Authorization to Advertise the project for bidding purposes.

BID DOCUMENT PREPARATION AND ADVERTISEMENT OF BIDS

RDA will assist the Town in obtaining bids and assist in pre- and post-award information. RDA will ensure all documents use same type, style and formatting.

RDA will provide the preparation of bid documents for the advertisement and construction of the project. RDA will provide to the Owner electronic versions of the specifications and plans. The Owner will produce CDs for distribution to prospective bidders. RDA will assist the Owner with preparation of addenda during bidding by providing electronically written responses to questions asked by the bidders, and preparing and providing to the Owner graphic or specification attachments for addenda.

RDA will develop a written and fully detailed Construction Cost Estimate prior to bidding/ advertisement of the project. The Town reserves the right to request RDA provide in writing current data and information it used to develop and support the cost estimate. RDA will provide detailed written explanation to VDOT in the event construction bids are 10% greater or 10% less than RDA's final cost estimate for the work.

RDA will, without additional fee, correct the drawings, specifications and/or other materials furnished under this contract if the Town finds that such revision is necessary to correct errors or deficiencies

for which RDA is responsible. RDA will be responsible for all reproduction fees resulting from the need to resubmit documents because of RDA's error and/or omissions.

RDA, following the Town's final acceptance of the Construction Documents plans and construction estimate, will assist the Town in obtaining bids and assist in awarding and preparing contracts for construction. The Town of Haymarket will prepare the "front-end" of the project manual to include, the Invitation to Bid, Instructions to Bidders, General Conditions, Supplemental Conditions and Special Conditions. RDA will provide to the Town of Haymarket a list of technical specifications that will be required for the project. The Town of Haymarket will provide to RDA the technical specifications that it has that it wishes RDA to use for the project. RDA will provide Special Provisions and any technical specifications not provided by the Town.

CONSTRUCTION ADMINISTRATION

Scope of work and fee for construction administration will be provided at a later time as a second phase of the project.

DELIVERABLES

RDA will provide the Town of Haymarket the following deliverables:

1. A schedule of design activities for each phase showing the initial date of notice to proceed, completion date for each design phase and bar chart showing item number of each task, duration in days and start/finish dates.
2. Proposed plans sheet list for the final trail plan set.
3. A monthly progress report describing the work accomplished to be submitted with all invoices.
4. Plans for Town review plus five (5) additional advance hard copy sets of plans for each submission required to obtain Town and VDOT approval. For each review phase, the following number of plan sets will be delivered to the Town:
 - a) Preliminary Submission Sets—8
 - b) Utility Field Inspection Sets—12
 - c) Right of Way Plan Sets—12
 - d) Final Submission Sets—20
5. Original record plats sealed by a surveyor registered in the Commonwealth of Virginia.
6. Original plans will be sealed by a principal of the firm registered in the Commonwealth of Virginia. Mylar reproducible of penciled originals, varitype letter press, stick-on letters and zipatone will not be accepted.
7. Two (2) hard copies and an electronic copy of any required special provisions.
8. One (1) hard copy and one (1) electronic copy of the final construction estimate and the quantity take off.
9. Three (3) bound and referenced copies of all design calculations all signed and sealed by the registered Professional Engineer.

10. One (1) bound copy of all deed research, including instruments and plats, of the recorded land records used to determine the limits of property, existing easements and right-of-way.
11. One (1) bound copy of the survey field book and notes signed and sealed by registered Professional Surveyor.
12. Electronic files of the entire project to be utilized for the construction as it relates to the proposed design, property corners, etc.
13. All digital map data in Microstation format (RDA will also provide a listing describing the data files and data elements included in the digital data delivery).

Exclusions

- Review and Application Fees
- Trail Lighting Plans
- Landscape Plan Design
- Private Utility Design
- Post-Construction As-Built Plans
- Mitigation Plans (of any type)
- Permit Fees (unless specified)
- Environmental Mitigation Costs
- Deed Preparation
- Utility Easement and Utility Relocation Stakeout
- AA and NA appraisals in accordance with USPAP to determine fair market value
- Land Acquisition costs
- Condemnation Proceedings Services
- Work Zone TIA
- Synchro Analysis assumed not required for any pedestrian signal modification since Washington Street is not proposed for widening.

Date: March 25, 2014

Town of Haymarket

Pedestrian Improvements Project

**COST PLUS NET FEE CONTRACT
COMPUTATION OF FEE ***

A. DIRECT LABOR, ESTIMATED (Estimated Manhours X Current Hourly Rates)		\$34,115
B. ESCALATION See Schedule		\$1,516
C. TOTAL DIRECT LABOR (A) + (B)		\$35,630
D. OVERHEAD (PAYROLL BURDEN + OVERHEAD, G&A) (C) Times 171.90%		\$61,249
E. TOTAL DIRECT LABOR PLUS OVERHEAD (C + D)		\$96,879
F. DIRECT LABOR PLUS OVERHEAD CONTINGENCY **		\$4,844
(E) Times 5%	4,843.95	
Sub #1 DMY	0.00	
Sub #2 MAUL	0.00	
G. NEGOTIATED NET FEE *** (BASED ON (E + F) WITH OVERHEAD LIMIT OF 156%)		\$9,577
H. COST OF FACILITIES CAPITAL Not Applicable		\$0
I. NONSALARIED DIRECT COSTS, ESTIMATED		\$6,424
J. NONSALARY CONTINGENCY (H + I) Times 5%		\$321
K. SUBCONSULTANT FEES		\$10,976
Sub #1 DMY	\$ 9,151.74	
Sub #2 MAUL	\$ 1,823.77	
L. MAXIMUM TOTAL COMPENSATION PAYABLE (E + F + G + H + I + J + K)		\$129,021
M. AMOUNT NOT TO EXCEED WITHOUT WRITTEN VDOT APPROVAL (L - F - J)		\$123,856

* - Round to the nearest dollar with no cents.

** - Contingency is generally 5%, but may vary depending on the difficulty of determining the exact scope of the services. Contingency provides for minor work elements which could not be precisely determined when the contract was written. The contingency may not be used without written permission from the Department.

*** - Overhead rate is limited to 156% in determining net fee.

Attachment: Haymarket Ped Improvements fee proposal-revised (1861 : Pedestrian Improvement Grant)

Date: March 25, 2014

Town of Haymarket

Pedestrian Improvements Project

Computation of Direct Technical Salaries

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
ProjectManager	91	\$56.96	\$5,183.36
Senior Engineer	155	\$50.33	\$7,801.15
Project Engineer	334	\$34.01	\$11,359.34
Technician	62	\$26.20	\$1,624.40
R.O.W.Agent	108	\$29.80	\$3,218.40
Clerical	4	\$26.15	\$104.60
Land Surveyor	9	\$61.90	\$557.10
Survey Technician	52	\$37.30	\$1,939.60
Two Man Field Crew	40	\$58.17	\$2,326.80
TOTAL	855		\$34,114.75

Computation of Reimbursable Costs

Travel: 200 miles @ \$ 0.565 / mile	\$	113.00
Telephone/Postage: 2 months @ \$ 100 / month	\$	200.00
Copies/Reproductions BW 8.5"x11":40 copies/month @ \$ 0.3 / copy for 2 months	\$	24.00
Copies/Reproductions Color 8.5"x11": 40 copies/month @ \$ 0.6 / copy for 2 months	\$	48.00
Copies/Reproductions BW 11"x17":40 copies/month @ \$ 0.6 / copy for 2 months	\$	48.00
Copies/Reproductions Color 11"x17": 40 copies/month @ \$ 1.2 / copy for 2 months	\$	96.00
Plots 24"x36" BW150 plots/month @ \$ 2.2 / print for 5 months	\$	1,650.00
Plots 24"x36" Color8 plots/month @ \$ 4.4 / print for 2 months	\$	70.40
Plots "Half Scale" BW150 plots/month @ \$ 1.1 / print for 5 months	\$	825.00
Plots "Half Scale" Color plots/month @ \$ 2.2 / print for 5 months	\$	-
Delivery/Express Mail: 7 months @ \$ 50 / month	\$	350.00
Mylar Printsheets @ \$ 5 / print	\$	-
Title Reports 6ea @ \$ 500	\$	3,000.00
Total		\$6,424.40

Note: Non-Salary Direct Costs:

All non-salary direct costs, that have not been audited, are to be reasonable, billed at actual cost, must be supported and are subject to adjustment and review at the time of final audit

Attachment: Haymarket Ped Improvements fee proposal-revised (1861 : Pedestrian Improvement Grant)

Date: March 25, 2014

Town of Hayma

Pedestrian Improvements Pro

Distribution of Manhours and Total Dollars for Surveys and Road Design

This form is required for the Prime and each Sub-Consultant

TASK	SUB- ACTIVITY	Project Manager		Senior Engineer		Project Engineer		Technician		R.O.W. Agent		Clerical		Land Surveyor		Survey Technician		Two Man Field Crew		Total	
		Hours	Dollar	Hours	Dollar	Hours	Dollar	Hours	Dollar	Hours	Dollar	Hours	Dollar	Hours	Dollar	Hours	Dollar	Hours	Dollar	Hours	Dollar
		Preliminary Engineering Location Corridor Studies	190	7	\$398.72	9	\$452.97	29	\$986.29	4	\$104.80	2	\$59.60	2	\$52.30	0	\$0.00	0	\$0.00	0	\$0.00
Environmental	223	33	\$1,879.68	0	\$0.00	32	\$1,088.32	16	\$419.20	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	81	\$3,387.20
Conduct Location Survey	313	0	\$0.00	0	\$0.00	1	\$34.01	0	\$0.00	1	\$29.80	0	\$0.00	5	\$309.50	28	\$1,044.40	40	\$2,326.80	75	\$3,744.51
Plan Design/Field Inspection	360	17	\$968.32	32	\$1,610.56	110	\$3,741.10	0	\$0.00	4	\$119.20	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	163	\$6,439.18
Utility Relocation Coordination	430	8	\$455.68	18	\$905.94	26	\$884.26	0	\$0.00	7	\$208.60	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	59	\$2,454.48
Hydraulic Plan Design	432	4	\$227.84	16	\$805.28	34	\$1,156.34	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	54	\$2,189.46
Design Hearing/Combined Hearing	480	6	\$341.76	6	\$301.98	7	\$238.07	6	\$157.20	5	\$149.00	2	\$52.30	0	\$0.00	0	\$0.00	0	\$0.00	32	\$1,240.31
Furnish Right-of-Way Plans	510	6	\$341.76	12	\$603.96	25	\$850.25	32	\$838.40	86	\$2,562.80	0	\$0.00	4	\$247.60	24	\$895.20	0	\$0.00	189	\$6,339.97
Hydraulic Review for Construction	512	2	\$113.92	6	\$301.98	12	\$408.12	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	20	\$824.02
Final Design	650	3	\$170.88	24	\$1,207.92	38	\$1,292.38	0	\$0.00	3	\$89.40	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	68	\$2,760.58
Approved Construction Documents	710	5	\$284.80	32	\$1,610.56	20	\$680.20	4	\$104.80	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	61	\$2,680.36
	Percent	10.64%	15.19%	18.13%	22.87%	39.06%	33.30%	7.25%	4.76%	12.63%	9.43%	0.47%	0.31%	1.05%	1.63%	6.08%	5.69%	4.68%	6.82%	100.00%	100.00%
TOTALS		91	\$5,183.36	155	\$7,801.15	334	\$11,359.34	62	\$1,624.40	108	\$3,218.40	4	\$104.60	9	\$ 557.10	52	\$ 1,939.60	40	\$ 2,326.80	855	\$34,114

Attachment: Haymarket Ped Improvements fee proposal-revised (1861 : Pedestrian Improvement Grant)

Date: March 25, 2014

Town of Haymark

Pedestrian Improvements Proje

**Consultant
Distribution of Manhours**

Element 190 Sheet 2 of

	Element of Work	Project Manager	Senior Engineer	Project Engineer	Technician	R.O.W. Agent	Clerical	Land Surveyor	Survey Technician	Two Man Field Crew	Total
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
190	Preliminary Engineering Location Corridor Studies										
	Citizen's Involvement Meeting *										
v	Mail newspaper advertisement to citizens			1			1				2
#	Prepare 8 1/2 x 11 Location Map for use in advertisement			1	2						3
i	Participate in the review of data with VDOT	2	2								4
	Participate in Citizens Meeting	2	2			2					6
	Update mailing list and prepare response to citizens written comments			1	2		1				4
	Sub-Total	4	4	3	4	2	2	0	0	0	19
	Total Hours	7	9	29	4	2	2	0	0	0	53
	Total %	13.2%	17.0%	54.7%	7.5%	3.8%	3.8%	0.0%	0.0%	0.0%	100.0%

- * One or more meetings may be required (to be determined at scope meeting)
- i Review 45 days prior to Citizens Information Meeting
- # Review 60 days prior to Citizens Information Meeting
- v 21 days prior to Citizens Information Meeting

Attachment: Haymarket Ped Improvements fee proposal-revised (1861 : Pedestrian Improvement Grant)

Date: March 25, 2014

Town of Haymarket

Pedestrian Improvements Project

**Consultant
Distribution of Manhours**

Element 313 sheet 1 of 1

	Element of Work	Project Manager	Senior Engineer	Project Engineer	Technician	R.O.W. Agent	Clerical	Land Surveyor	Survey Technician	Two Man Field Crew	Total
223	Environmental	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
	Wetland Delineation and Documentation	1		8	4						13
	NEPA/State Environmental Certifications	32		16	8						56
	VSMP			8	4						12
	Total Hours	33	0	32	16	0	0	0	0	0	81
	Total %	40.7%	0.0%	39.5%	19.8%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%

Attachment: Haymarket Ped Improvements fee proposal-revised (1861 : Pedestrian Improvement Grant)

Date: March 25, 2014

Town of Haymarket

Pedestrian Improvements Project

**Consultant
Distribution of Manhours**

Element 313 sheet 1 of 1

	Element of Work	Project Manager	Senior Engineer	Project Engineer	Technician	R.O.W. Agent	Clerical	Land Surveyor	Survey Technician	Two Man Field Crew	Total
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
313	Conduct Location Survey										
	Boundary and Topographic Survey					1		4	24	32	61
	Verify Utilities and Easements			1				1	4	8	14
	Total Hours	0	0	1	0	1	0	5	28	40	75
	Total %	0.0%	0.0%	1.3%	0.0%	1.3%	0.0%	6.7%	37.3%	53.3%	100.0%

Attachment: Haymarket Ped Improvements fee proposal-revised (1861 : Pedestrian Improvement Grant)

Date: March 25, 2014

Town of Haymarket

Pedestrian Improvements Project

**Consultant
Distribution of Manhours**

Element 360 Sheet 1 of 2

360	Element of Work	Project Manager	Senior Engineer	Project Engineer	Technician	R.O.W. Agent	Clerical	Land Surveyor	Survey Technician	Two Man Field Crew	Total
	Plan Design/Field Inspection	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
	Check Design Features (Compliance with Standards)	1	2			1					4
	Develop GEOPAK Alignment			6							6
	Develop GEOPAK Grades			6							6
	Develop Replated GEOPAK Data			1							1
	Create Cross Sections			6							6
	Create Plan Design	1		10							11
	Create Plan Grades	1		6							7
	Check Earthwork Report	1		2							3
	Summarize Grading Quantities			3							3
	Summarize Pavement Quantities			3							3
	Summarize Drainage Items			3							3
	Summarize Incidental Items			3							3
	Summarize Roadside Items			3							3
	Summarize Misc. Construction Items			3							3
	Update Cost Estimate	1		4							5
	Provide Plans for In-Depth Review	1		1							2
	Attend and Participate in the In-Depth Field Review	2	2								4
	Analyze Comments and Recommendations Received	1	1								2
	Incorporate Comments and Recommendations	1	1	2							4
	Provide Utility Coordination	1	2	4		1					8
											0
	Sub-Total	11	8	66	0	2	0	0	0	0	87

Attachment: Haymarket Ped Improvements fee proposal-revised (1861 : Pedestrian Improvement Grant)

Date: March 25, 2014

Town of Haymarket

Pedestrian Improvements Project

**Consultant
Distribution of Manhours**

Element 360 Sheet 2 of 2

Element of Work	Project Manager	Senior Engineer	Project Engineer	Technician	R.O.W. Agent	Clerical	Land Surveyor	Survey Technician	Two Man Field Crew	Total
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
360 Plan Design/Field Inspection										
Right-of-Way										
Adjust Proposed Right-of-Way Lines for any Design Changes		1	2		1					4
Update Right-of-Way Data Sheet	1		2		1					4
Sub-Total	1	1	4	0	2	0	0	0	0	8
Transportation Management Plan										
Develop Concept MOT/Staging Plan	1	4	8							13
Quantities for Estimate		1	4							5
Sub-Total	1	5	12	0		0	0	0	0	18
Signage and Pedestrian Signal Modifications										
Signage and Striping Plan			6							6
Pedestrian Signal Modifications	1	12	8							21
Coordination with Utility Provider	1	2	8							11
Detail Sheet		2	6							8
QA/QC	2	2								4
Sub-Total	4	18	28	0	0	0	0	0	0	50
Total Hours	17	32	110	0	4	0	0	0	0	163
Total %	10.4%	19.6%	67.5%	0.0%	2.5%	0.0%	0.0%	0.0%	0.0%	100.0%

Attachment: Haymarket Ped Improvements fee proposal-revised (1861 : Pedestrian Improvement Grant)

Date: March 25, 2014

Town of Haymarket

Pedestrian Improvements Project

**Consultant
Distribution of Manhours**

Element 430 Sheet 1 of 1

	Element of Work	Project Manager	Senior Engineer	Project Engineer	Technician	R.O.W. Agent	Clerical	Land Surveyor	Survey Technician	Two Man Field Crew	Total
430	Utility Relocation Coordination	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
	Prepare UT-9's		2	4		1					7
	Distribute Plans			4							4
	Attend UFI Meeting	2	2			2					6
	Utility Plan & Estimate Review and Approval	1	4	4		1					10
	Coordinated Relocation Plan	1	2	4		1					8
	Cross Sectional Depiction of Proposed Utilities			6							6
	Meetings and Coordination	4	8	4		2					18
	Total Hours	8	18	26	0	7	0	0	0	0	59
	Total %	13.6%	30.5%	44.1%	0.0%	11.9%	0.0%	0.0%	0.0%	0.0%	100.0%

Attachment: Haymarket Ped Improvements fee proposal-revised (1861 : Pedestrian Improvement Grant)

Date: March 25, 2014

Town of Haymarket

Pedestrian Improvements Project

**Consultant
Distribution of Manhours**

Element 480 Sheet 1 of 1

480	Element of Work	Project Manager	Senior Engineer	Project Engineer	Technician	R.O.W. Agent	Clerical	Land Surveyor	Survey Technician	Two Man Field Crew	Total
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
	Data for Display and Distribution for Public Hearing										
v	Prepare Large Scale Typical Section			2	2						4
	Prepare Special Presentation Data (Slides, Graphs, Drawings, Video Script, etc.)			4	4						8
	Sub-Total	0	0	6	6	0	0	0	0	0	12
	Public Relations										
	Attend Meetings Regarding Design and New Developments (as needed)										0
	Sub-Total	0	0	0	0	0	0	0	0	0	0
	Public Hearing										
	Participate in Data Review w / VDOT	2	2			2					6
	Participate in Hearing	3	3			3					9
	Review and Provide Summary of Public Hearing Comments	1	1								2
	Update Mailing List and Prepare Response to Citizens' Written Comments			1			2				3
	Sub-Total	6	6	1	0	5	2	0	0	0	20
	Total Hours	6	6	7	6	5	2	0	0	0	32
	Total %	18.8%	18.8%	21.9%	18.8%	15.6%	6.3%	0.0%	0.0%	0.0%	100.0%

- * This can be a Design or a Combined Location and Design Hearing
- # 60 Days prior to meeting
- v 45 Days prior to meeting

Attachment: Haymarket Ped Improvements fee proposal-revised (1861 : Pedestrian Improvement Grant)

Date: March 25, 2014

Town of Haymarket

Pedestrian Improvements Project

**Consultant
Distribution of Manhours**

Element 510 Sheet 1 of 1

510	Element of Work	Project Manager	Senior Engineer	Project Engineer	Technician	R.O.W. Agent	Clerical	Land Surveyor	Survey Technician	Two Man Field Crew	Total
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
	Incorporate Approved Public Hearing Recommendations		2	4		1					7
	Finalize Proposed Right-of-Way Limits	1		2		2					5
	Update Parcel Data			2							2
	QA/QC	4	2			1					7
	Prepare Basic Acquisition Reports		8	16		2					26
	Offers and Negotiations	1			32	80					113
	Plat Preparation			1				4	24		29
	Total Hours	6	12	25	32	86	0	4	24	0	189
	Total %	3.2%	6.3%	13.2%	16.9%	45.5%	0.0%	2.1%	12.7%	0.0%	100.0%

Attachment: Haymarket Ped Improvements fee proposal-revised (1861 : Pedestrian Improvement Grant)

Date: March 25, 2014

Town of Haymarket

Pedestrian Improvements Project

**Consultant
Distribution of Manhours**

Element 650 Sheet 1 of 2

650	Element of Work	Project Manager	Senior Engineer	Project Engineer	Technician	R.O.W. Agent	Clerical	Land Surveyor	Survey Technician	Two Man Field Crew	Total
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
	*Special Design Drawings										
	Maintenance of Traffic/Sequence of Construction Plan, Determine Types of Construction Safety Devices Needed and Apply to Plans		4	2							6
	Final Pedestrian Signal Modifications		2	4							6
	Final Details for Curb Returns and CG-12 Curb Ramps			4							4
	Final Utility Coordination	1	4	2		1					8
	Final Signage Design and Revisions		1	2							3
											0
	Sub-Total	1	11	14	0	1	0	0	0	0	27
	Right-of-Way Revisions										
	Right of Way Revisions					2					2
											0
											0
	Sub-Total	0	0	0	0	2	0	0	0	0	2
	Summary Takeoffs										
	Prepare Grading Diagram/Summary		1	2							3
	Prepare Pavement Summary		1	2							3
	Prepare Drainage Summary		1	2							3
	Prepare Incidental Summary		1	2							3
	Prepare Underdrain Summary		1	2							3
	Prepare TMP Summary		1	2							3
	Prepare Signage and Signal Summary		1	2							3
	Independent Checks of All Summaries	1	2								3
											0
											0
											0
	Sub-Total	1	9	14	0	0	0	0	0	0	24

Attachment: Haymarket Ped Improvements fee proposal-revised (1861 : Pedestrian Improvement Grant)

Date: March 25, 2014

Town of Haymarket

Pedestrian Improvements Project

**Consultant
Distribution of Manhours**

Element 650 Sheet 2 of 2

650	Element of Work	Project Manager	Senior Engineer	Project Engineer	Technician	R.O.W. Agent	Clerical	Land Surveyor	Survey Technician	Two Man Field Crew	Total
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
	Final Design										
	Assembly and Checking of Construction Plans										
	Assemble, Check and Incorporate Erosion and Sediment Control Plans		2	6							8
	Assemble, Check and Incorporate Quality Control Checklist Form LD-436	1	2	4							7
											0
											0
	Sub-Total	1	4	10	0	0	0	0	0	0	15
	Estimates										
	Update Green Sheet Estimates										0
											0
											0
											0
	Sub-Total	0	0	0	0	0	0	0	0	0	0
	Total Hours	3	24	38	0	3	0	0	0	0	68
	Total %	4.4%	35.3%	55.9%	0.0%	4.4%	0.0%	0.0%	0.0%	0.0%	100.0%

Attachment: Haymarket Ped Improvements fee proposal-revised (1861 : Pedestrian Improvement Grant)

Date: March 25, 2014

Town of Haymarket

Pedestrian Improvements Project

**Consultant
Distribution of Manhours**

Element 710 Sheet 1 of 1

	Element of Work	Project Manager	Senior Engineer	Project Engineer	Technician	R.O.W. Agent	Land Surveyor	Survey Technician	Two Man Field Crew	Total
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
710	Approved Construction Documents									
	Specifications for Pedestrian Project, Including Contracts, Bid Documents and Forms from Contracts Division	1	28	20	4					53
	Pre-Ad Meeting and Preparation	4	4							8
										0
										0
										0
										0
										0
		5	32	20	4	0	0	0	0	61
		8.2%	52.5%	32.8%	6.6%	0.0%	0.0%	0.0%	0.0%	100.0%

Attachment: Haymarket Ped Improvements fee proposal-revised (1861 : Pedestrian Improvement Grant)

Date: March 25, 2014

Town of Haymarket

Pedestrian Improvements Project

VDOT CLASSIFICATIONS

Classification Employee	Pay Rate	Average Rate
PROJECT MANAGER		
756	\$52.97	
774	\$60.10	
775	\$49.04	
791	\$65.72	
AVERAGE		\$56.96
SENIOR ENGINEER		
697	\$48.08	
661	\$46.36	
748	\$40.92	
909	\$59.93	
917	\$56.38	
AVERAGE		\$50.33
PROJECT ENGINEER		
736	\$36.54	
784	\$33.66	
817	\$33.66	
839	\$33.00	
928	\$32.28	
952	\$34.94	
AVERAGE		\$34.01
TECHNICIAN		
971	\$22.60	
930	\$24.25	
981	\$31.74	
AVERAGE		\$26.20
R.O.W. AGENT		
984	\$25.25	
937	\$28.33	
938	\$35.00	
963	\$30.60	
AVERAGE		\$29.80

Attachment: Haymarket Ped Improvements fee proposal-revised (1861 : Pedestrian Improvement Grant)

CLERICAL

707	\$29.40	
777	\$25.97	
898	\$23.07	
AVERAGE		\$26.15

LAND SURVEYOR

392	\$73.32	
229	\$50.48	
AVERAGE		\$61.90

SURVEY TECHNICIAN

675	\$34.85	
769	\$39.75	
AVERAGE		\$37.30

PARTY CHIEF

119	\$34.61	
721	\$36.43	
860	\$34.72	
AVERAGE		\$35.25

INSTRUMENT MAN

667	\$22.75	
814	\$23.00	
886	\$23.00	
AVERAGE		\$22.92

TWO MAN FIELD CREW

\$58.17

Direct labor rates are certified as correct as of 2/13/2014

Attachment: Haymarket Ped Improvements fee proposal-revised (1861 : Pedestrian Improvement Grant)

Date: March 25, 2014

Town of Haymarket

Pedestrian Improvements Project

Escalation Factors

First Year	0.50%	12 Months @	1.0050
Second Year	1.00%	12 Months @	1.0150
Third Year	1.00%	12 Months @	1.0250

Escalation Computation

			Escalation Amount
Projected Direct Labor	\$ 34,115	0.0050	\$ 171
First Year Consumption	<u>\$ 171</u>		
Balance Beginning of Year 2	\$ 33,944	0.0150	\$ 509
Second Year Consumption	<u>\$ 509</u>		
Balance Beginning of Year 3	\$ 33,435	0.0250	\$ 836
Third Year Consumption	<u>\$ 836</u>		
Total Escalation			\$ 1,516

Attachment: Haymarket Ped Improvements fee proposal-revised (1861 : Pedestrian Improvement Grant)

SCOPE OF WORK AND FEE PROPOSAL

**Architectural and Engineering Design
Pedestrian Improvements
VDOT Project 0055-233-045 UPC 97735**



Firm Name:

DMY Engineering Consultants, LLC

SCOPE OF WORK AND FEE PROPOSAL

**Architectural and Engineering Design
Pedestrian Improvements
VDOT Project 0055-233-045 UPC 97735**



Firm Name:

Mid-Atlantic Utility Locating, LLC



Mid-Atlantic Utility Locating, L.L.C.
 4501 Daly Drive, Suite 175
 Chantilly, Virginia 20151
 Phone: 703-378-0100
 Fax: 703-378-6191
 www.midatlanticlocating.com

March 18, 2014

Ms. Sharon Dusza, PE
 Project Manager/Principal
 Rinker Design Associates, P.C.
 9385 Discovery Blvd., Ste. 200
 Manassas, VA 20109

Subject: **Proposal for Services – Town of Haymarket Pedestrian Improvements; Prince William County, Virginia**

Dear Ms. Dusza:

Mid-Atlantic Utility Locating, LLC (Mid-Atlantic) is pleased to offer Rinker Design Associates, P.C. (Client) the following proposal to perform Utility Designating services for the above noted project. The work will be performed as noted in the Scope of Services.

SCOPE OF SERVICES

Utility Designating [Task 360]: Utilizing surface geophysical techniques to determine the existence and mark the location of as many existing utilities as possible on and directly adjacent to the site. This project will consist of all locatable utilities within an approximate 900 linear foot section of Jefferson Street, extending from the roadway centerline to the adjacent building faces on the west side of roadway. This investigation will also include two separate entire intersections adjacent and in close proximity to the project area, Jefferson Street at Washington Street and Fayette Street at Washington Street, as discussed and shown outlined in red on the mark-up delivered February 26, 2013. Where non-conductive or non-locatable utilities are found, record drawings, if available at the time of the investigation, will be used to depict the approximate location of the utilities and hand-drawn field sketches will be prepared of all utilities marked in the field. This investigation will utilize both active and passive type utility detection equipment, including Ground Penetrating Radar, but will not include the use of intrusive methods of investigation such as test holes. The accuracy of the investigation is subject to factors beyond our control such as site conditions, the depth of the utilities, conductivity and access. Any depths obtained and given during this process shall be approximate and are not guaranteed. This investigation, though highly reliable, should be understood as an approximate representation of the subsurface utility systems. This task is to be completed at one (1) time for utility mapping by others. Any remarking or designation of additional areas will be performed hourly in accordance with the attached hourly schedule. Underground sprinklers, irrigation systems, building grounding systems and all gravity-flow storm and sanitary systems shall not be included in this investigation.

Ms. Sharon Dusza, P.E.
 Project Manager/Principal
 Rinker Design Associates, P.C.
 March 18, 2014
 Page 2

CONSULTANT FEE

Our fees for the outlined Scope of Services, excluding hourly items, submittal fees, and reimbursables (prints, delivery service, etc.), is provided below:

<u>Task</u>	<u>Fee</u>
Utility Designating [Task 360]	Please See attached Fee Schedule

These contract fees shall be valid for a period of one (1) month from the date of this proposal. If written acceptance as provided herein is not received by Mid-Atlantic within one (1) month from the date of this proposal the right is reserved to Mid-Atlantic to withdraw or modify this proposal in whole or in part at its sole discretion.

Mid-Atlantic's Scope of Services is based upon the presumption that conditions and circumstances are standard or as represented by the Client unless otherwise readily apparent. When unusual or extenuating conditions or circumstances are encountered that extend the anticipated completion timelines for these services and this requires additional work beyond that anticipated with the original Scope of Services, such work would be subjected to an addendum to this agreement for additional compensation. When these situations occur, the Client will be notified in writing prior to commencement of the Additional Service.

INFORMATION TO BE PROVIDED BY CLIENT

The following shall be provided by the Client or his designated representative and is/are a condition precedent to the obligation of Mid-Atlantic to perform work proposed:

- Access to the property
- Any available utility information

Mid-Atlantic Utility Locating, L.L.C.

FEIN: 61-1449637

Project Name:Town of Haymarket Pedestrian Improvements VDOT Job # 0055-233-045

Utility Designating [Task 360]

1) Records Research / Designating Cost

Direct Labor	Hourly Rate	Hours	Total
Senior Project Manager	\$ 157.42	1	\$ 157.42
Project Manager	\$ 88.59	1.5	\$ 132.89
Senior Utility Locator	\$ 64.35	12	\$ 772.20
Utility Locating Technician	\$ 55.82	12	\$ 669.84
Survey Party Chief	\$ 65.20	0	\$ -
Survey Technician	\$ 57.41	0	\$ -
CAD Technician	\$ 76.99	0	\$ -
Office Administration	\$ 60.95	1.5	\$ 91.43
	Total Hours	28	
		Total Direct Labor	\$ <u>1,823.77</u>

Attachment: Haymarket Ped Improvements fee proposal-revised (1861 : Pedestrian Improvement Grant)

Ms. Sharon Dusza, P.E.
Project Manager/Principal
Rinker Design Associates, P.C.
March 18, 2014
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EXCLUDED SERVICES

Some of these excluded services are those which Mid-Atlantic could provide, if requested, but are not anticipated to be needed at this time. In the event that a need for these services is identified, we can provide them as an addendum to this agreement or as part of a separate agreement, or in the case of services not performed by Mid-Atlantic, we can usually recommend several sources for each service.

Specific services that are not to be considered a part of this contract are as follows:

- Subsurface Utility Mapping Surveys
- Utility Locating Test Holes
- Utility Test Hole Mapping Surveys
- Site Wide Ground Penetrating Radar Investigation
- As-Builts of Gravity Sanitary and Storm Sewers

PAYMENT

Invoices for services rendered will be submitted monthly with payment to be made within thirty (30) days of the end of the effective billing period. Consultant Fees billed as Lump Sum shall be payable Up to 100% Upon Completion. Hourly Estimated and Hourly Consultant Fees shall be payable Hourly as Incurred and reimbursable expenses shall be payable as Incurred.

Fees and reimbursable expenses shall be billed monthly. Amounts unpaid thirty (30) days after the invoice date, shall bear simple interest at the rate of 1% per month. No deductions shall be made from Mid-Atlantic's compensation on account of any claim, loss, retainage, penalty, or liquidated damages. Inquiries and questions regarding any invoice shall be made within twenty-one (21) days of receipt of the invoice. Failure to notify Mid-Atlantic within this time period shall constitute a waiver of any claim with respect to the content or accuracy of the invoice as well as acceptance of the services provided.

Ms. Sharon Dusza, P.E.
Project Manager/Principal
Rinker Design Associates, P.C.
March 18, 2014
Page 4

In the event that the Client fails to remit full payment within thirty (30) days of the date of the invoice, Mid-Atlantic may:

- Suspend its performance under this Agreement until such time as all outstanding invoices are paid, including any accrued finance charges and costs incurred by the Consultant in collecting the outstanding invoices, including reasonable attorneys' fees; and/or
- Terminate this Agreement upon seven (7) days prior written notice, with an opportunity for the Client to cure during such seven (7) day period by paying all outstanding invoices, including any accrued finance charges and costs incurred by the Consultant in collecting the outstanding invoices, including reasonable attorneys' fees.

In the event Mid-Atlantic elects to pursue legal action in order to collect overdue invoices or payments, all costs incurred by Mid-Atlantic in connection with collection, including reasonable attorneys' fees, will be paid by the Client and may be recovered by Mid-Atlantic. In executing this contract, the Client acknowledges his acceptance of the foregoing conditions and his willingness to be bound by the terms contained herein.

PROPRIETARY NOTICE

This proposal has been prepared by Mid-Atlantic for the sole purpose of communicating to the Client our interest in performing the work identified herein, describing our approach to performing the work, and quoting fees associated with that work. The Scope of Services and fees described herein are proprietary information, based on Mid-Atlantic's research into the requirements of the project. None of the information contained in this proposal is to be shared with any parties other than the Client and Mid-Atlantic without the expressed written consent of Mid-Atlantic.

Ms. Sharon Dusza, P.E.
Project Manager/Principal
Rinker Design Associates, P.C.
March 18, 2014
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TERMS AND CONDITIONS

Incorporated by reference as part of this Agreement between the Client and Mid-Atlantic are the "Standard Terms and Conditions" attached hereto as Exhibit A.

This Agreement and the attached Standard Terms and Conditions represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by all the parties.

If the Client directs Mid-Atlantic to perform services as set forth in this Agreement without signing the Agreement, such verbal direction constitutes acceptance by the Client of the terms of this Agreement including the Standard Terms and Conditions attached hereto.

Ms. Sharon Dusza, P.E.
Project Manager/Principal
Rinker Design Associates, P.C.
March 18, 2014
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We appreciate this opportunity to provide our services and look forward to working together on this project. If this proposal meets with your satisfaction, please signify in the appropriate space and return one (1) copy for our records.

If you will be submitting a contract to Mid-Atlantic in response to this Scope of Services, please submit it to the attention of contracts@midatlanticlocating.com to prevent any processing delay.

Please direct all questions regarding this proposal to my attention.

Sincerely,
MID-ATLANTIC UTILITY LOCATING, L.L.C.



Matthew S. Ranslem
Director

m:\maul-marketing\proposal_fee\14 proposals\rinker_town_of_haymarket_des\1306-0102 rinker - town of haymarket des updated.docx

ACCEPTANCE OF PROPOSAL

The proposed description of professional services and standard terms and conditions are satisfactory and are hereby accepted. Authorization to proceed with the work is granted.

Typed Name and Title

Organization Representing

Signature

Date

Attachment: Haymarket Ped Improvements fee proposal-revised (1861 : Pedestrian Improvement Grant)

MID-ATLANTIC UTILITY LOCATING, L.L.C.
REIMBURSABLE EXPENSES
EXHIBIT B

Cost to add additional insured to General Liability Policy (\$100.00 per additional insured)

Bond Paper -- 18" x 24" or 24" x 36" Prints	\$1.50
Oversized Bond Paper --over 36" Prints	\$3.00
Vellum -- 18" x 24" or 24" x 36" Prints	\$9.00
Mylar - 18" x 24" or 24" x 36" Prints	\$9.00
Oversized Mylar --over 36" Prints	\$10.00
Black and White Copying	\$0.10
Color Copy --8 1/2" x 11"	\$2.00
Color Copy --11" x 17"	\$3.00
Color Prints --18" x 24"	\$55.00
Color Prints --24" x* 36"	\$80.00
Color Prints -- 36" x 48"	\$160.00
Color Prints -- 36" x 60"	\$170.00
Scan to Disk	\$5.00

Note: This list of reimbursable expenses is not all-inclusive. It does not include pass through items such as courier charges, submission fees, etc. Mid-Atlantic will bill those items directly to the client. All prices reflect per print output not per set output.



TO: Town of Haymarket Town Council
SUBJECT: Appointments - Planning Commission
DATE: 06/02/14

There are currently 2 vacancies on the Planning Commission. Three residents have expressed interest in serving/reserving on the Commission. Attached please find emails from Nicole Zimnoch, Josh Mattox & Chris Johnson.

Following terms are vacant: 07/01/2014 - 06/30/2018 and 07/01/2011 - 06/30/2015

ATTACHMENTS:

- Johnson PC Interest 2014 (PDF)
- Mattox PC Interest 2014 (PDF)
- Planning Committee (PDF)

From: [Chris Johnson](#)
To: [Jennifer Preli](#)
Cc: [Chris Johnson](#)
Subject: Re: PC
Date: Tuesday, May 13, 2014 8:49:47 AM

I am still interested, yes.

Christopher Johnson

On May 13, 2014, at 8:15 AM, Jennifer Preli <jpreli@townofhaymarket.org> wrote:

Morning Chris!

Shoot me an email if you are still interested in serving another term on the PC.

*Jennifer Preli, Town Clerk
PO Box 1230
Haymarket, Virginia 20168
703-753-2600
703-753-2800 Fax
<image001.jpg>*

From: [Josh Mattox](#)
To: [Jennifer Preli](#)
Subject: Planning Commission Vacancy
Date: Monday, May 12, 2014 6:47:04 PM

Hi Jen,

Rebecca informed me of an upcoming vacancy in the Planning Commission and I would like to be considered as a candidate for this post.

If selected as a board member, I will commit myself to follow all rules and regulations that pertain to the post. To serve the town in any capacity is something I've desired since moving here a couple years ago.

If there is a process to be considered or nominated please let me know.

Hope all is well!

Best Regards,
Josh Mattox

From: [CocoZ05_](#)
To: [Jennifer Preli](#)
Subject: Planning Committee
Date: Friday, May 23, 2014 12:09:31 AM

Good evening,

I wanted to discuss presenting my name as a potential chair for the Planning Committee. I hope that this email reaches you and completes the starting steps to the placement. Thank you and have a good day.

Nicole Zimnoch



TO: Town of Haymarket Town Council
 SUBJECT: Employee Personnel Manual (Amendment)
 DATE: 06/02/14

BACKGROUND

On May 19th, our Town Attorney, Martin Crim brought to my attention that we needed to amend our current Personnel Policy due to the passing of House Bill 494 which was passed on March 31, 2014. Martin sent the following description to me:

CHAPTER 405

An Act to amend the Code of Virginia by adding a section numbered 15.2-1505.2, relating to localities; personnel policies related to the use of public property.

[H 494]

Approved March 31, 2014

Be it enacted by the General Assembly of Virginia:

1. That the Code of Virginia is amended by adding a section numbered 15.2-1505.2 as follows:

§ 15.2-1505.2. Personnel policies related to the use of public property.

Every locality, with the exception of towns having a population of less than 3,500 that do not have a personnel policy, shall establish personnel policies covering the use of public property by officers and employees of the locality. Such policies shall address the use of telephones, computers, and related devices and peripheral equipment that are the property of the locality for (i) personal use, to the extent that such use interferes with the employees' productivity or work performance, or (ii) political activities. As used in this section, "political activities" shall have the same meaning as provided in § 15.2-1512.2.

Please note that even though we do not meet the population threshold, we do have any adopted Personnel Policy and therefore we are required to make the amendment to the Personnel Policy.

Martin also provided me with a sample policy as a guide to meet the requirement.

RECOMMENDATION:

I would recommend that the Town Council approve the amended text in the Personnel Policy in Section X Electronic Communications to the proposed draft language of Section X, "Technology Use" as presented within the Agenda Packet as it meets the requirements of the revised State Code section 15.2-1505.2.

MOTION:

I move to repeal and enact Section X in the Town of Haymarket Personnel Policy to the revised language in the draft policy language of Section X, "Technology Use" as presented.

Or

I move to ...

ATTACHMENTS:

- Adopted Personnel Policies 2010 - Electronic Communications Sec (PDF)
- DRAFT Amendment to Section X of Personnel Policy (PDF)

any potential hazards that might exist within their workstation. Supervisors are responsible for developing and maintaining work safety rules and for providing these rules in writing to their subordinates.

Specifically, employees shall:

1. Report all injuries, regardless of severity, to the supervisor immediately but no later than 24 hours. If the supervisor is not available, the injury must be reported to the Manager before medical treatment is sought. Medical treatment should be sought immediately if the injury or illness is life-threatening.
2. Report and, if possible, correct all unsafe conditions or acts;
3. Avoid horseplay and mischief, which could cause injury;
4. Take all standard safety precautions to prevent injury;
5. Follow all safety rules.

X. ELECTRONIC COMMUNICATIONS

A. Internet

The Town may provide electronic, digital and wireless communications equipment for business purposes. The use of this equipment should not be for personal use. Messages received, sent, and stored on this equipment will be subject to monitoring from time to time and in the course of this monitoring may be read for content. Employees should be aware that there are stored records of all communications. There should be no expectation of privacy in any communications received, sent, or stored on equipment or service provided by the Town.

The Town may provide unlimited access to the Internet and the World Wide Web to its employees as one of the many resources available to assist them in doing their jobs better and more efficiently. Therefore, the Town may establish an Internet account that may be accessed by employees.

Employees may be provided with passwords and e-mail addresses to enable them to use the account; these addressees and passwords are not provided to make employees' usage confidential or private. E-mail records are business records of the Town. The usage of the Internet is subject to the same code of conduct which applies to all other actions in the workplace and using the Town's Internet account in a manner that violates any rules or regulations constitutes grounds for disciplinary action, up to and including discharge. The electronic use, transmission and storage of messages, files, images and sounds are subject to monitoring by the Town.

Employees must not share their passwords with any other individuals, including other employees or outsiders. Nor is it appropriate to attempt to subvert network security either by accessing the Internet without using your password or by seeking to discover other passwords to gain access. Employees are representatives of the Town when using the Town's Internet account. Accordingly, they are expected to act and to communicate professionally on the Internet, not to engage in any commercial or illegal activities, or to use the account for personal business.

The Town will have access to a log of all usage, including a list of employees who have used the Internet and the sites they visited. The Town will monitor this usage from time to time, and employees found to be abusing usage or using the Internet inappropriately will be subject to disciplinary action.

B. Consent to Monitoring

Employees will be required to consent to the monitoring of communications sent, received and stored on equipment provided by the Town or an electronic, wire, or digital services provided by the Town is a requirement for employment by the Town.

XI. Alcohol and Drug Free Workplace

A. Employee Responsibilities

1. No employee shall unlawfully manufacture, dispense, possess, use, or distribute any controlled substance, medication, or alcohol.
2. Any employee convicted under a federal or state statute regulating controlled substances shall notify their supervisor and the manager within five days after the conviction.
3. No employee shall consume alcoholic beverages immediately before work, during work hours, or while at work during breaks or lunches.
4. No employee shall be impaired by alcoholic beverages immediately before work, during work hours, or while at work during breaks or lunches.
5. No employee shall represent the Town in an official capacity while impaired by or under the influence of alcohol or illegal drugs, or impaired by medication.
6. No employee using medication that may impair performance shall operate a motor vehicle or engage in safety sensitive functions while on duty for Town.
7. If an employee is using prescription or non-prescription medication that may impair performance of duties; the employee shall report that fact to his or her supervisor.

DRAFT Amendment to Section X of Personnel Policy- Electronic Communications:

TECHNOLOGY USE

A. Acceptable Use Policy

This purpose of this policy is to set forth rules, regulations and restrictions for Town employee access and use of the Town's computers; network equipment; software; servers; mobile phones; PDA devices; facsimile machines; other devices capable of transmitting and receiving content in the form of data, images, graphics, photographs, text, video, sound or any other form; documents; spreadsheets; code; algorithms; processes; and other data or ideas which reside in part or in whole on any electronic system or equipment in order to better preserve, protect, manage and maintain the IT Infrastructure while ensuring efficient service to the public.

- a. All content generated by or residing in any Town electronic communication device is the property of the Town at all times. Employees should have no reasonable expectation of privacy for any interactions conducted on any Town electronic communication device. This content may be accessed, reviewed, copied, disclosed, removed or deleted by supervisors or managers without prior notification to or consent by employees who use electronic communication. Audits are periodically performed for security, network maintenance and to ensure compliance with this policy.
- b. As depicted by the 'Freedom of Information and Virginia Government Data Collection and Dissemination Practices Act, employees should be aware that certain electronic communications are "official records" and may be subject to disclosure under those laws.
- c. Upon termination of employment, all devices must be returned to the Town of Haymarket in working order and without undergoing data manipulation.
- d. Town employees may on occasion use electronic communication for personal use, but only in complete accordance with this policy and as long as it does not affect productivity. Employees shall not generate, disseminate or retain personal communications using electronic communication tools if the content is defamatory (whether or not it is true), contributes to a hostile work environment, or might otherwise subject the Town to liability or litigation.
- e. Content generated for personal use on Town-provided electronic communication tools is the property of the Town and subject to supervisory review even if it is not related to the business of the Town. Authorization for personal use of electronic communication may be withdrawn or restricted by the Town Manager or Chief of Police for any employee for any reason during any period of time. Personal use of electronic communication is a privilege permitted for convenience only. During business hours, it should be used sparingly within reasonable limits.
- f. As with office telephone, to facilitate the efficient conduct of Town business, the use of personal communication devices should be kept to a minimum and not be disruptive or cause

a distraction to the office setting. Supervisors have the authority to restrict or prohibit use of Town assigned and/or personal communication devices at any time on-the-job.

- Disruptive activity will be defined as but not limited to phone use in meetings, training sessions, or other public places when their use would reasonably be deemed annoying and intrusive.
 - Distraction: Any time the use of a communication device would unnecessarily or unreasonably divert the attention of an employee from official duties and/or cause a potential hazardous situation.
- g. Use of communication devices for conducting Town-business is considered hours worked. Non-exempt employees are not authorized to work overtime without prior approval by their supervisor.
- h. Access to the Town's IT Infrastructure is permitted only with proper authentication and or supervision. Any infraction of this should be immediately reported to the Town Manager or Chief of Police.
- i. Employees are to access the Town's IT Infrastructure using only their assigned USER-ID(S) and PASSWORD(S). Under no circumstances are these credentials to be shared or attempt to be forged.
- j. Employees shall not connect unauthorized equipment to the Town's IT Infrastructure. Unauthorized equipment includes, but is not limited to, hubs, routers, external drives and proxy servers. USB flash drives are permitted.
- k. Town employees must also adhere to all procedures established by the Town Administration.

B. Social Media

Town Departments may utilize social media and social network sites to further enhance communications with various stakeholder organizations in support of Town goals and objectives. The Town also recognizes the role that these tools play in the personal lives of some department personnel. The personal use of social media can have bearing on employees in their employment. As such, this policy provides information of a precautionary nature as well as prohibitions on the use of social media by Town employees.

- a. Use of Social Media for Town Business
1. All official Town presence on social media sites or services are considered an extension of the Town's website and are to be governed with a level of professionalism consistent with that of our current website.
 2. All Town social media sites shall be (1) approved by the Town Manager; (2) published using approved social networking platform and tools; and (3) administered by a department employee, designated to be the Social Media Site Administrator

(SMSA) by the requesting Department Head, that has a complete understanding of this policy and has appropriate content and technical experience.

3. Employees shall not create or participate in social media websites on an official basis without the necessary oversight and approval.

b. Personal Use of Social Media

1. When employees create their own blogs, comment on a blog, contribute to a discussion forum or website, create a Facebook page or LinkedIn profile or otherwise contribute to online discussions, they are impacting their personal image and potentially affecting the Town. A supervisor may require an employee to remove content that violates this policy, and may take appropriate disciplinary action if the employee refuses. The posting of content which is contrary to the Town's interest in maintaining the efficiency and effectiveness of the workplace, and the public reputation of the Town of Haymarket may result in immediate disciplinary action.
2. The following rules apply when publishing content online:
 - a. Do not post the Town seal, official badges, patches, emblems, logos, or uniforms since these are protected official images and symbols of the Town.
 - b. Do not post content that is inconsistent with your duties and obligations as an employee of the Town. Content that is related to your job responsibilities and which has an adverse effect upon the workplace or your ability to perform your responsibilities may form the basis of an adverse employment action up to and including termination. Employees should be especially sensitive to the potential for the following types of information to adversely affect the public confidence required for their position:
 - Provocative or inappropriate photographs or information
 - Content regarding the abuse of alcohol or use of illegal drugs
 - Negative comments about their supervisor, co-workers or clients
 - Discriminatory comments (race, sex, national origin, or religion, for example)
 - Posting confidential or sensitive information obtained in the course of employment
 - c. Do not post confidential, sensitive, or copyrighted information to which you have access because of your employment with the Town. Before removing a public record or copy from the workplace, comply with Virginia Freedom of Information Act requirements by identifying the record and asking for a copy from the keeper of the record. Before posting the record, consult with your supervisor to determine whether doing so is consistent with your job responsibilities.
 - d. Employees who have responsibility for public safety, public money, valuable assets, people's children, animals, the disabled, or the elderly all depend upon public trust and confidence for the successful performance of their jobs. They

should be especially mindful of the potential for their online content to adversely affect their employment.

- e. If you identify yourself as an employee of the Town of Haymarket, then be sure to make it clear that you are expressing your own views and not those of the Town or your Position. Don't give the appearance that you are speaking or acting on the Town's behalf.
- f. Supervisors should not initiate a social networking relationship with a subordinate. If your subordinates are included in your social network, then be sure that your online content, including content you post about yourself and any comments you may make about your subordinates, is consistent with your role as a supervisor.
- g. If your co-workers are included in your social network, then be sure that your content is consistent with Town policy regarding how to treat co-workers. For example, do not post content that would violate the Town's policy against sexual harassment or other discrimination.
- h. Employees may comment on issues of general or public concern (as opposed to personal grievances), including local issues and criticism of local officials and local policies, so long as the comments do not disrupt the workplace, interfere with important working relationships or with efficient work flow, or undermine public confidence in your ability to perform your job. These instances must be judged on a case-by-case basis.
 - Matters of public concern are those matters of interest to the community as a whole, whether for social, political or other reasons.
 - Employees have a statutory right to participate in political activities while they are off duty, out of uniform and not on the employer's premises. Virginia Code §15.2-1512.2
 - Employees have a statutory right to communicate opinions on matters of public concern directly to state or local elected officials regardless of the impact on the workplace. Virginia Code §15.2-1512.4.
- i. Examples of personal grievances include disciplinary action, work schedule, morale, and complaints about supervisors or co-workers that do not involve actual wrongdoing, illegal discrimination, corruption, or waste. These topics are not protected as matters of public concern. These comments may subject an employee to disciplinary action if they constitute insubordination or if they otherwise violate general rules of conduct.



TO: Town of Haymarket Town Council
SUBJECT: Resolution Authorizing Participation in VRS Group Life
DATE: 06/02/14

BACKGROUND

Due to rising rates with our current carrier of Life Insurance for the Town staff, we have been researching various options to find a lower rate for employees life insurance benefit. Included in this agenda packet is a table that shows the various Life Insurance quotes.

As presented, VRS offers the Town the best option with regard to Life Insurance coverage for the employee benefit.

RECOMMENDATION

I would recommend that the Town switch our coverage for Life Insurance to VRS Group Life Insurance by adopting the enclosed resolution.

MOTION

I move to adopt the resolution to move our Life Insurance coverage over to VRS.

ATTACHMENTS:

- Insurance Comparison (PDF)
- Resolution 20140602-1 GLIC VRS (PDF)

**Town of Haymarket
Life Insurance Comparison**

Provider:	Life Insurance - Employee	
	Monthly Pemium	Coverage Amt
State Farm	\$217.50	750,000
VRS	\$83.17	535,750
Reliance	\$159.82	
UNUM	\$139.30	535,750
Companion Life	\$138.33	535,750
Hartford	\$113.58	535,750
Mutual of Omaha	\$127.26	535,750

Attachment: Insurance Comparison (1880 : Resolution Authorizing Participation in VRS Group Life)

RESOLUTION 20140602-1

BE IT RESOLVED that the Town of Haymarket, a political subdivision of the Commonwealth of Virginia, acting by and through the Town of Haymarket, does hereby elect to have those of its employees who are regularly employed full time on a salaried basis and whose tenure is not restricted as to temporary or provisional appointment, become eligible to participate in the Group Life Insurance program as set out in Title 51.1, Chapter 5 of the Code of Virginia, as amended, effective July 1; and

BE IT FURTHER RESOLVED, the Town of Haymarket agrees to pay the required employer cost for its eligible employees and further, to deduct from employees' wages and to pay over in the manner prescribed the employees' portion to the extent that such employees' portion is not paid by the Town of Haymarket.

BE IT FURTHER RESOLVED, The Town of Haymarket has historically paid the employee's portion as well as the employer portion as an added benefit for retention and attraction purposes. The Town of Haymarket intends to continue to offer this benefit to staff for as long as it is financially feasible to the Town.

Now, therefore, Brian P. Henshaw, Town Manager, and Jennifer Preli, Clerk, are hereby authorized and directed in the name of the Town of Haymarket to execute any required contract in order that employees of the Town of Haymarket may become eligible to participate in the Group Life Insurance program as provided in the aforementioned sections of the Code of Virginia. In execution of any contract which may be required the seal of the Town of Haymarket shall be affixed and attested by the Clerk, and said officers of the Town of Haymarket are authorized and directed to pay over to the Treasurer of Virginia from time to time such sums as are due to be paid by the Town of Haymarket and its employees for this purpose.

CERTIFICATE

I, _____, Clerk of the (Governing Body) certify that the foregoing is a true and correct copy of a resolution passed at a lawfully organized meeting of the (Governing Body) held at _____, Virginia at _____ o'clock p.m. on _____, 20___. Given under my hand and the seal of the (Governing Body) this _____ day of _____. 20__.

Clerk

Attachment: Resolution 20140602-1 GLIC VRS (1880 : Resolution Authorizing Participation in VRS Group Life)



TO: Town of Haymarket Town Council
SUBJECT: Resolution Adopting the VRS ER Contribution Rate FY 15 & 16
DATE: 06/02/14

It is recommended that the Council accept Virginia Retirement System's (VRS) Board of Trustee's new certified employer contribution rate, effective July 1, 2014 through June 30, 2016.

BACKGROUND

VRS recalculates premium rates every 2 years based on actuarial figures. Their Employer Contribution rate has dropped to 6.06% for FY15 and FY16. The FY 13 & FY14 rate is 8.57%. VRS remains a quality provider for the Town's retirement insurance, continuing to provide excellent investment returns.

DRAFT MOTION(S)

I move that the Town Council approve Resolution #20140602-2 accepting the FY 15-16 VRS employer contribution rate of 6.06%.

ATTACHMENTS:

- VRS Rate (PDF)
- Resolution for Contribution Rate (02_11_2014) (PDF)



Virginia
Retirement
System

P.O. Box 2500, Richmond, Virginia 23218-2500
Toll free: 1-888-VARETIR (827-3847)
Web site: www.varetire.org
E-mail: vrs@varetirc.org

May 2, 2014

TOWN OF HAYMARKET – 55260

Language in the 2013 Appropriations Act, Item 468(H), allowed localities to make an election regarding their employer contribution rate every biennium. You have the opportunity again this year to select which employer contribution rate your locality will pay, beginning July 1, 2014.

Included with this letter is the employer contribution resolution your local governing body will need to pass and then send in to communicate to VRS their election decision.

Employer Retirement Contribution Rate Election

By no later than July 1, 2014, your local governing body must approve one of the following employer contribution rate options for the defined benefit retirement plan in the biennium beginning July 1, 2014:

- 6.06% – the rate certified by the VRS Board of Trustees for the FY 2015-2016 biennium; or
- 7.84% – the alternate rate, which is the higher of the rate certified by the VRS Board for FY 2012 or 80 percent of the VRS Board-certified rate for FY 2015-2016.

Considerations in Electing Your Contribution Rate

The intent of the language in the 2013 Appropriation Act, Item 468(H) was to offer localities and schools some budget relief for the coming fiscal year with respect to the amount of their retirement contributions. However, this does not change the Board-certified rate or the recommended employer contribution rate. Therefore, if you are considering using the Alternate Rate, please be aware that doing so will:

- Reduce contributions to your employer account and the investment earnings they would have generated, which will mean there will be fewer assets available for benefits.

Contribution Rate Resolutions

Page 2

- Result in a lower funded ratio when the next Actuarial Valuation is performed and, thus, a higher calculated contribution rate at that time.
- Require that you include the Net Pension Obligation (NPO) under the Governmental Accounting Standards Board (GASB) Standards in your financial statements.

Deadline for Resolutions

VRS must receive your formal signed resolution for the employer retirement contribution rate election **by no later than July 10, 2014**. Please send all resolutions to Ms. ZaeAnne Sferra, Employer Coverage Coordinator at P.O. Box 2500, Richmond, VA 23218-2500.

If you have any questions about the information in this packet, please contact Ms. ZaeAnne Sferra, Employer Coverage Coordinator, at zsferra@varetire.org or (804) 775-3514.

Best regards.

Sincerely,



Robert P. Schultze
Director

Employer Contribution Rates for Counties, Cities,
Towns, School Divisions and Other Political Subdivisions
(In accordance with the 2014 Appropriation Act Item 468(H))

Resolution #20140602-2

BE IT RESOLVED, that the Town of Haymarket, 55260, does hereby acknowledge that its contribution rates effective July 1, 2014 shall be based on the higher of a) the contribution rate in effect for FY 2014, or b) eighty percent of the results of the June 30, 2013 actuarial valuation of assets and liabilities as approved by the Virginia Retirement System Board of Trustees for the 2014-16 biennium (the "Alternate Rate") provided that, at its option, the contribution rate may be based on the employer contribution rates certified by the Virginia Retirement System Board of Trustees pursuant to Virginia Code § 51.1-145(I) resulting from the June 30, 2013 actuarial value of assets and liabilities (the "Certified Rate"); and

BE IT ALSO RESOLVED, that the Town of Haymarket, 55260, does hereby certify to the Virginia Retirement System Board of Trustees that it elects to pay the following contribution rate effective July 1, 2014:

(Check only one box)

- The Certified Rate of 6.06% The Alternate Rate of _____%; and

BE IT ALSO RESOLVED, that the [Town of Haymarket, 55260, does hereby certify to the Virginia Retirement System Board of Trustees that it has reviewed and understands the information provided by the Virginia Retirement System outlining the potential future fiscal implications of any election made under the provisions of this resolution; and

NOW, THEREFORE, the officers of Town of Haymarket, 55260 are hereby authorized and directed in the name of the Town of Haymarket to carry out the provisions of this resolution, and said officers of the Town of Haymarket are authorized and directed to pay over to the Treasurer of Virginia from time to time such sums as are due to be paid by the Town of Haymarket for this purpose.

David Leake, Mayor

CERTIFICATE

I, _____, Clerk of the Town of Haymarket, certify that the foregoing is a true and correct copy of a resolution passed at a lawfully organized meeting of the Town of Haymarket held at Haymarket, Virginia at seven o'clock on June 2, 2014. Given under my hand and seal of the Town of Haymarket this _____ day of _____, 2014.

Jennifer Preli, Town Clerk

**This resolution must be passed prior to July 1, 2014 and
received by VRS no later than July 10, 2014.**

Attachment: Resolution for Contribution Rate (02_11_2014) (1881 : Resolution Adopting the VRS ER Contribution Rate FY 15 & 16)



TO: Town of Haymarket Town Council
SUBJECT: Resolution Authorizing Series 2014 Refunding Bonds
DATE: 06/02/14

BACKGROUND

In continuing our progress with VML/VACO Finance in refinancing our bonds, our representatives have bid out the Refinancing of our General Obligation Bonds. The results of the bids are also included in your agenda packet along with a resolution for approval.

RECOMMENDATION

I would recommend that the Town adopt the Resolution of Approval for the refinancing of the Town's General Obligation Bonds as per the bid by Carter Bank.

MOTION

I move to adopt Resolution #20140602-3 authorizing the refinancing of the Town's General Obligation Bonds, and in coordination with, VML/ VACO Finance and Carter Bank.

ATTACHMENTS:

- (1) VML-VACo Results Memo_5.22.14 (PDF)
- (2) Bond Resolution and Forms of Bonds v1 (PDF)
- (3) Bond Purchase Agreement 2014A v1 (PDF)
- (4) Bond Purchase Agreement 2014B v1 (PDF)



919 E. Main Street, Suite 1100
 Richmond, Virginia 23219
 (804) 648-0635

J. Kenneth Folk
 Financial Services Manager

May 22, 2014

MEMORANDUM

To: Brian Henshaw, Town Manager, Town of Haymarket, Virginia

From: J. Kenneth Folk 

Re: VML/VACo Fixed Rate Loan Program – Town of Haymarket, Virginia
Results of Bids for Current Refunding of Series 2004ABC and 2005 Bonds

We are pleased to present the results of our request for bids related to the Town of Haymarket's Series 2014 General Obligation Refunding Bond issued through the VML/VACo Fixed Rate Loan Program. The purpose of the Series 2014 Bond issue is 1) to currently refund the Town's Series 2004ABC Bonds; and, 2) to currently refund the Town's Series 2005 Bonds. The refundings are structured to achieve level annual debt service.

After soliciting bids from a number of banks, Carter Bank provided the winning bid with a blended rate of 2.409%. TD Bank submitted the cover bid with a blended rate of 2.541%. Both bids assume that the new loans are callable at any time, without a prepayment penalty. The details of Carter Bank's bid, and the results of a preliminary financial analysis for each refunding, are as follows:

- Series 2004A – Carter Bank's bid is 2.15% for a term of 9 years, maturing 8/1/2023. With a current rate of 3.89%, total debt service savings is \$10,060. On a present value basis, this equals \$7,976, or 5.18% of the refunded par.

- Series 2004B (taxable) – Carter Bank’s bid is 3.25% for a term of 9 years, maturing 8/1/2023. With a current rate of 6.10%, total debt service savings is \$33,524. On a present value basis, this equals \$26,166, or 10.98% of the refunded par.
- Series 2004C – Carter Bank’s bid is 2.15% for a term of 9 years, maturing 8/1/2023. With a current rate of 4.05 total debt service savings is \$29,476. On a present value basis, this equals \$24,218, or 6.45% of the refunded par.
- Series 2005 – Carter Bank’s bid is 2.35% for a term of 11 years, maturing 8/1/2025. The current rate is 3.89%, resulting in total savings of \$55,744. On a present value basis, this equals \$54,649, or 6.07% of the refunded par.

Combined savings total \$128,804. On a present value basis, this equals \$113,009, or 6.78% of the refunded par.

Please note that these numbers are preliminary. The exact amount will be based on payoff statements provided by SunTrust. Once the numbers are finalized, we will send you a complete set, including detailed savings reports and debt service schedules.

I will give you a call shortly to discuss this preliminary analysis and next steps. In the meantime, don’t hesitate to call me with any questions.

We look forward to working with you towards a successful closing.

Thank you.

Cc: Robert Lauterberg, VML/VACo Finance

CERTIFICATE OF THE CLERK OF THE TOWN OF HAYMARKET, VIRGINIA

The undersigned Clerk of the Town of Haymarket, Virginia (the "Town"), certifies that:

1. Upon notice duly give, a meeting of the Council (the "Council") of the Town was duly called and held on June 2, 2014 (the "Meeting").

2 Attached hereto is a true, correct and complete copy of a resolution (the "Resolution") of the Council entitled "Resolution of the Town Council of the Town of Haymarket, Virginia, Authorizing the Issuance and Sale of its General Obligation Refunding Bonds in a Maximum Principal Amount Not to Exceed \$1,711,500, and the Execution and Delivery of Certain Documents Prepared in Connection Therewith," as recorded in full in the minutes of the Meeting and duly adopted by a majority of the members of the Council present and voting during the Meeting.

3. A summary of the members of the Council present or absent at the Meeting, and the recorded vote with respect to the Resolution, is set forth below:

Member Name	Voting				
	Present	Absent	Yes	No	Abstaining
David Leake, Mayor	_____	_____	_____	_____	_____
James "Jay" Tobias, Vice Mayor	_____	_____	_____	_____	_____
Steve Aitken	_____	_____	_____	_____	_____
Rebecca Bare	_____	_____	_____	_____	_____
Katherine Harnest	_____	_____	_____	_____	_____
Milt Kenworthy	_____	_____	_____	_____	_____
Mary Lou Scarbrough	_____	_____	_____	_____	_____

4. The Resolution has not been repealed, revoked, rescinded or amended, and is in full force and effect on the date hereof.

WITNESS my signature and the seal of the Town, this ____ day of June, 2014.

(SEAL)

Clerk of Town of Haymarket, Virginia

Attachment: (2) Bond Resolution and Forms of Bonds v1 (1878 : Resolution Authorizing Series 2014 Refunding Bonds)

Prepared by: Howard P. Estes, Jr.
 Spotts Fain PC
 411 E. Franklin Street, Suite 600
 Richmond, VA 23219

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HAYMARKET, VIRGINIA, AUTHORIZING THE ISSUANCE AND SALE OF ITS GENERAL OBLIGATION REFUNDING BONDS IN A MAXIMUM PRINCIPAL AMOUNT NOT TO EXCEED \$1,711,500, AND THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS PREPARED IN CONNECTION THEREWITH

Resolution #20140602-3

WHEREAS, the Town of Haymarket, Virginia (the “Town”), has determined that it is advisable and in the interest of the Town to refund all or a portion of the outstanding principal amount of that certain indebtedness reflected by its \$262,568.10 General Obligation Refunding Bond, Series 2004A; its \$634,131.22 General Obligation Refunding Bond, Series 2004C; and its \$1,500,000 General Obligation Bond, Series 2005 (collectively, the “Tax Exempt Bonds”) and its \$372,426.28 General Obligation Refunding Bond, Taxable Series 2004B (the “Taxable Bond”) and, together with the Tax Exempt Bonds, the “Outstanding Bonds”); and

WHEREAS, the Town intends to refund the Outstanding Bonds by and through the issuance of two general obligation refunding bonds to accomplish such refunding; and

WHEREAS, the Council of the Town (the “Council”) has previously approved the services of the Virginia Municipal League/Virginia Association of Counties’ Finance Program (“VML/VACo”) to solicit proposals from banking institutions and received a proposal from Carter Bank & Trust, a Virginia banking corporation (the “Bank”) to purchase the Refunding Bonds (as defined below) and the Bank has indicated its willingness to purchase such Bond in accordance with the terms of two Bond Purchase Agreements between the Bank and the Town (the “Agreements”), the forms of which have been presented to this meeting;

BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF HAYMARKET, VIRGINIA:

1. Authorization of Bonds and Use of Proceeds. Pursuant to the Constitution of the Commonwealth of Virginia and the Public Finance Act of 1991, as amended (the “Public Finance Act”), Title 15.2, Chapter 26 of the Code of Virginia of 1950, as amended (the “Virginia Code”), specifically the provisions of Virginia Code § 15.2-2643, and without regard to any requirements or restrictions contained in any charter or special act of the Town, the Council hereby authorizes the issuance and sale of its general obligation refunding bonds of the Town in an aggregate principal amount not to exceed the amounts set forth below to provide funds to refund all or a portion of the Outstanding Bonds, whereby funds will be used to pay accrued interest thereon and the outstanding principal of such bonds, and to pay issuance and financing costs incurred in issuing the Refunding Bonds. Such amounts are consistent with the limitations set forth in Virginia Code §15.2-2645.

2. Authorization of Bond Purchase Agreements. The Council accepts the proposal of the Bank to purchase the Town's Refunding Bonds on the terms set forth in the Bank's proposal dated May 20, 2014 (the "Proposal"). The forms of the Agreements related to each of the Refunding Bonds and as submitted to this meeting are hereby approved. The Mayor and the Town Manager, either of whom may act (each an "Authorized Signatory"), are authorized to execute the Agreements in substantially such forms, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by such official, whose approval shall be evidenced conclusively by the execution and delivery thereof. The issuance and sale of the Refunding Bonds to the Bank shall be upon the terms and conditions of the Agreements. The proceeds of such Bond shall be applied in the manner set forth in the Agreements. All capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Agreements.

3. Bond Details. The Bonds shall be issued as single, fully registered bonds, shall be designated "General Obligation Refunding Bond, Series 2014A" (the "2014A Bond") and "Taxable General Obligation Refunding Bond, Series 2014B" (the "2014B Bond" and, together with the 2014A Bond, the "Refunding Bonds"), shall each be numbered R-1, and shall be in substantially the forms of Exhibit A to this Resolution as hereby approved, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the officers signing such Refunding Bonds. The Council authorizes the issuance and sale of the Refunding Bonds on such terms as shall be satisfactory to the Authorized Signatory; provided however, that the (a) the 2014A Bond (i) shall be in a principal amount not to exceed \$1,463,000, (ii) shall mature no later than August 1, 2025 and (iii) shall bear interest on the outstanding principal balance thereof at a rate of interest approved by the Authorized Signatory, with such rate to not exceed 2.35% per year (provided that default interest may be payable at a rate in excess thereof as provided in the related Agreement) and (b) the 2014B Bond (i) shall be in a principal amount not to exceed \$248,500, (ii) shall mature no later than August 1, 2023 and (iii) shall bear interest on the outstanding principal balance thereof at a rate of interest approved by the Authorized Signatory, with such rate to not exceed 3.25% per year (provided that default interest may be payable at a rate in excess thereof as provided in the related Agreement). As set forth in each of the Agreements, the Town agrees to pay any applicable late payment or similar costs and expenses described therein. Subject to the preceding terms, the Council further authorizes the Authorized Signatory to determine the final terms, purchase prices, initial interest rates, interest rate adjustment provisions, maturity dates, amortization schedules of the Refunding Bonds and determine which maturities (or portions thereof) of the Outstanding Bonds are to be refunded, all of which shall be evidenced by the execution and delivery of the Refunding Bonds, and no further action shall be necessary on the part of the Council so long as such provisions are within the limits prescribed in this Resolution.

4. Payment and Redemption Provisions. The principal of and premium, if any, and interest on the Refunding Bonds shall be payable as set forth in the Refunding Bonds and the related Agreements. The Refunding Bonds shall be subject to redemption on the terms set forth in the related Agreements. The principal of and premium, if any, and interest on the Refunding Bonds shall be payable in lawful money of the United States of America. Nothing in the Refunding Bonds, this Resolution, or the Agreements shall be deemed to create or constitute an indebtedness of the Commonwealth of Virginia or any political subdivision thereof other than the Town, or a pledge of the full faith and credit of the Commonwealth of Virginia or of any

political subdivision thereof other than the Town. The Town may, at its option, redeem, prepay or refund the Refunding Bonds upon the terms set forth in the related Agreements.

5. Execution and Form of Bonds. The Refunding Bonds shall be signed by the Mayor or Vice-Mayor and the Town's seal shall be affixed thereon and attested by the Clerk or Deputy Clerk of the Town. The Refunding Bonds shall be issued as a typewritten bond in substantially the forms of the Bonds, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the Authorized Signatory, whose approval shall be evidenced conclusively by the execution and delivery of the Refunding Bonds.

6. Pledge of Full Faith and Credit. The full faith and credit of the Town are hereby irrevocably pledged for the payment of principal of and premium, if any, and interest on the Refunding Bonds. Unless other funds are lawfully available and appropriated for timely payment of the Refunding Bonds, the Council shall levy and collect an annual ad valorem tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all locally taxable property in the Town sufficient to pay when due the principal of and premium, if any, and interest on the Refunding Bonds.

7. Preparation of Printed Bonds; Mutilated or Destroyed Bonds. The Town shall initially issue the Refunding Bonds in typewritten form. The printed Refunding Bonds may be executed by manual or facsimile signature of the Mayor or Vice-Mayor, the Town's seal affixed thereto and attested by the Clerk or Deputy Clerk of the Town; provided, however, that if both such signatures are facsimiles, no bond shall be valid until it has been authenticated by the manual signature of the Registrar and the date of authentication noted thereon. The typewritten Refunding Bonds surrendered in any such exchange shall be canceled. If one of the Refunding Bonds has been mutilated, lost or destroyed, the Town shall execute and deliver a new bond of like date and tenor in exchange and substitution for, and upon cancellation of, such mutilated bond or in lieu of and in substitution for such lost or destroyed bond; provided, however, that the Town shall so execute and deliver only if the registered owner has paid the reasonable expenses and charges of the Town in connection therewith and, in the case of a lost or destroyed bond, (a) has filed with the Town an affidavit reasonably satisfactory to the Town that such bond was lost or destroyed and (b) has furnished to the Town reasonably satisfactory indemnity.

8. Registration and Transfer of the Bonds. The Town appoints the Town Treasurer as paying agent and registrar (the "Registrar") for the Refunding Bonds. Upon surrender of one of the Refunding Bonds at the office of the Registrar, together with an assignment duly executed by the registered owner or its duly authorized attorney or legal representative in such form as shall be reasonably satisfactory to the Registrar, the Town shall execute, and the Registrar shall authenticate and deliver in exchange, a new bond or bonds having an equal aggregate principal amount, of the same form and maturity, bearing interest at the same rates and registered in such name as requested by the then registered owner or its duly authorized attorney or legal representative. Any such exchange shall be at the expense of the Town, except that the Registrar may charge the person requesting such exchange the amount of any tax or other governmental charge required to be paid with respect thereto.

The Registrar shall treat the registered owner as the person or entity exclusively entitled to payment of principal, interest and premium, if any, and the exercise of all other rights and

powers of the owner, except that installments shall be paid to the person or entity shown as owner on the registration books.

9. Delivery of Bonds. The Mayor or Vice-Mayor and Clerk of the Town are authorized and directed to take all proper steps to have the Refunding Bonds prepared and executed in accordance with its terms and to deliver it to the Issuer as the purchaser thereof as set forth in the Agreements.

10. Tax Compliance Documentation. Each of the Mayor and the Town Manager of the Town is authorized to execute a Tax Compliance Certificate or any related document (the "Tax Documents") setting forth the expected use and investment of the proceeds of the 2014A Bond and containing such covenants as may be necessary or desirable in order to comply with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including the provisions of Section 148 of the Code and applicable regulations relating to "arbitrage bonds," so that interest on the 2014A Bond will not be included in gross income for federal income tax purposes. The Tax Documents may contain such elections under the Code with respect to the 2014A Bond as the officer or officer executing them approves, and such approval shall be evidenced conclusively by the execution and delivery of the Tax Documents. The Town covenants that the proceeds from the issuance and sale of the Bond will be invested and expended as set forth in the Tax Documents, to be delivered simultaneously with the issuance and delivery of the 2014A Bond, and that the Town shall comply with the other covenants and representations contained therein. The Town further certifies its intention to comply with the exception provisions of Section 265 of the Code so that the 2014A Bond may qualify as a qualified tax-exempt obligation thereunder.

11. Bank-Qualification Designation. The Town designates the 2014A Bond as a "qualified tax-exempt obligation" for the purpose of Section 265(b)(3) of the Code. The Town represents and covenants as follows:

(a) The Town will in no event designate more than \$10,000,000 of obligations as qualified tax-exempt obligations in calendar year 2014, including the 2014A Bond, for the purpose of such Section 265(b)(3);

(b) The Town, all its "subordinate entities," within the meaning of such Section 265(b)(3), and all entities which issue tax-exempt obligations on behalf of the Town and its subordinate entities have not authorized, in the aggregate, more than \$10,000,000 of tax-exempt obligations to be issued in calendar year 2014 (not including "private activity bonds," within the meaning of Section 141 of the Code, other than "qualified 501(c)(3) bonds," within the meaning of Section 145 of the Code), including the 2014A Bond;

(c) Barring circumstances unforeseen as of the date of delivery of the Bond, the Town will not issue tax-exempt obligations itself or approve the issuance of tax-exempt obligations of any of such other entities if the issuance of such tax-exempt obligations would, when aggregated with all other tax-exempt obligations theretofore issued by the Town and such other entities in calendar year 2014, result in the Town and such other entities having issued a total of more than \$10,000,000 of tax-exempt obligations in calendar year 2014 (not including private activity bonds other than qualified 501(c)(3) bonds), including the 2014A Bond; and

(d) The Town has no reason to believe that the Town and such other entities will issue tax-exempt obligations in calendar year 2014 in an aggregate amount that will exceed such \$10,000,000 limit;

provided, however, that if the Town receives an opinion of nationally recognized bond counsel that compliance with any covenant set forth in (a) or (c) above is not required for the 2014A Bond to be a qualified tax-exempt obligation, the Town need not comply with such covenant.

12. Tax and Other Documents. Each of the Mayor and the Town Manager are authorized and directed to execute and deliver an IRS Form 8038-G in a form approved by such officers and the Town's bond counsel.

13. Redemption of Bonds. The Authorized Signatory is authorized and directed to determine which maturities of the Outstanding Bonds, if any, shall be refunded. The Outstanding Bonds are specifically and irrevocably called for redemption on the first respective dates on which they may be redeemed at the option of the Town.

16. Limitation of Liability of Officials of Town. No covenant, condition or agreement contained herein shall be deemed to be a covenant, agreement or obligation of an officer, employee, member of Council, or agent of the Town in his or her individual capacity, and no officer of the Town or member of Council executing the Refunding Bonds shall be liable personally on the Refunding Bonds or be subject to any personal liability or accountability by reason of the issuance thereof. No officer, employee or agent of the Town shall incur any personal liability with respect to any other action taken by him or her pursuant to this Resolution provided he or she acts in good faith.

17. Conditions Precedent. Upon the issuance of the Refunding Bonds, all acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia or this Resolution to have happened, exist and to have been performed precedent to or in the issuance of the Refunding Bond shall have happened, exist and have been performed.

18. Other Actions. All other actions of officials of the Town in conformity with the purposes and intent of this Resolution and the Agreements and in furtherance of the issuance and sale of the Refunding Bonds are ratified, approved and confirmed. The officials of the Town are authorized and directed to execute and deliver on behalf of the Town such agreements and other instruments, documents or certificates, and to do and perform such things and acts, as they shall deem necessary or appropriate to carry out the transactions authorized by this Resolution or contemplated by the Refunding Bonds or the Agreements, and all of the foregoing, previously done or performed by such officers of the Town, are in all respects approved, ratified and confirmed.

19. Headings. Any headings in this resolution are solely for convenience of reference and shall not constitute a part of the resolution nor shall they affect its meaning, construction or effect.

20. Constitutional Authority and Severability. The Refunding Bonds shall be issued under the provisions of Article VII, Section 10(a) of the Constitution of Virginia (other than Subsection (2) thereof). The principal of and interest on the Refunding Bonds shall be

payable from ad valorem taxes to be levied without limitation as to rate or amount on all property in the Town subject to taxation, to the extent other funds of the Town are not lawfully available and appropriated for such purpose. If any court of competent jurisdiction shall hold any provision of this Resolution to be invalid and unenforceable, such holding shall not invalidate any other provision hereof.

21. Filing of Resolution. The Authorized Signatory and Clerk to the Town are authorized and directed to see to the prompt filing of a certified copy of this Resolution in the Circuit Court having jurisdiction over the Town, in accordance with Sections 15.2-2607 and 15.2-2627 of the Public Finance Act.

22. Effective Date. This Resolution shall take effect immediately.

Adopted: June 2, 2014.

Mayor of the Town of Haymarket, Virginia

ATTEST:

Clerk of the Town of Haymarket, Virginia

Attachment: (2) Bond Resolution and Forms of Bonds v1 (1878 : Resolution Authorizing Series 2014 Refunding Bonds)

EXHIBIT A

(Form of Bonds)

Interest on this bond is intended by the issuer thereof to be exempt from gross income for federal income tax purposes.

REGISTERED

DATED DATE

R-1

**UNITED STATES OF AMERICA
COMMONWEALTH OF VIRGINIA
TOWN OF HAYMARKET**

**\$ _____
GENERAL OBLIGATION REFUNDING BOND
SERIES 2014A**

THE TOWN OF HAYMARKET, VIRGINIA (the "Town"), for value received, acknowledges itself indebted and promises to pay to the **CARTER BANK & TRUST** (the "Bank"), its registered assigns or legal representative, the principal amount of:

_____ **DOLLARS (\$ _____)**

on or before _____, together with interest on the outstanding principal amount of this Bond at a rate of ____% per year, calculated on the basis of a 360-day year of twelve 30-day months. Principal of and interest on this Bond shall be payable in semi-annual installments in the amounts and on the dates set forth in Schedule I attached hereto.

If any installment of principal of and interest on this Bond is not paid to the registered owner of this Bond on its due date, the Town shall pay to the registered owner a late payment charge in an amount equal to two and one-half percent (2 1/2%) of the overdue installment. Principal and other sums hereunder are payable in lawful money of the United States.

Subject to the provisions of the Bond Purchase Agreement dated as of June 1, 2014 (the "Agreement"), between the Bank and the Town, so long as this Bond is held by the Bank or its registered assigns or legal representative, interest is payable by check or draft mailed to the registered owner of this Bond at the address that appears on the registration books kept by the Treasurer of the Town, who has been appointed registrar and paying agent, or any successor bank or trust company (the "Registrar"). Principal of and premium, if any, and interest on this Bond shall be payable in lawful money of the United States of America. In case any payment date on this Bond shall not be a Business Day (as defined below), then payment of principal, premium, if any, and interest need not be made on such date, but may be made on the next succeeding Business Day, and, if made on such next succeeding Business Day, no additional

interest shall accrue for the period after such payment date. "Business Day" means any Monday, Tuesday, Wednesday, Thursday or Friday on which commercial banking institutions generally are open for business in New York and Virginia. If an Event of Default has occurred and is continuing under the Agreement, the unpaid principal amount of this Bond shall bear interest at the rate of 12 percent per annum or the maximum rate permitted under applicable law, whichever is less.

This Bond has been authorized by a resolution adopted by the Council of the Town on June 2, 2014 (the "Bond Resolution"), and is issued pursuant to the Constitution and the Public Finance Act of 1991 of the Commonwealth of Virginia, and the Agreement. Proceeds of this Bond will be used to provide funds to current refund the Town's \$262,568.10 General Obligation Refunding Bond, Series 2004A; its \$634,131.22 General Obligation Refunding Bond, Series 2004C; and its \$1,500,000 General Obligation Bond, Series 2005, as set forth in the Resolution, and to pay the issuance and financing costs incurred in issuing this Bond.

The full faith and credit of the Town are irrevocably pledged for the payment of principal of and interest and premium, if any, on this Bond and the performance of the Town's obligations under the Agreement. Unless other funds are lawfully available and appropriated for timely payment of this Bond, the Council of the Town shall levy and collect an annual ad valorem tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all locally taxable property in the Town sufficient to pay when due the principal of and interest and premium, if any, on this Bond.

The Bond is designated by the Town as a qualified tax-exempt obligation under Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended (the "Code"). Qualified tax-exempt obligations are commonly referred to as "bank qualified bonds." The Town covenants and agrees that it will comply with the exception to the provisions of Section 265 of the Code in order that the Bond may qualify as a qualified tax-exempt obligation.

Notwithstanding anything in this Bond to the contrary, in addition to the payments of the principal provided for by this Bond, the Town shall also pay such additional amounts, if any, which may be necessary to provide for payment in full of all amounts due under the Agreement.

This Bond may be redeemed at the option of the Town upon the terms and conditions set forth in the Agreement. Capitalized terms used herein and not defined shall have the meaning as set forth in the Agreement.

Transfer of this Bond may be registered upon the registration books of the Bond Registrar. Prior to due presentment for registration of transfer of this Bond, the Registrar shall treat the registered owner as the person exclusively entitled to payment of principal hereof and the exercise of all other rights and powers of the owner.

All acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia to happen, exist or be performed precedent to and in the issuance of this Bond have happened, exist and have been performed, and this Bond, together with all other indebtedness of the Town, is within every debt and other limitation prescribed by the Constitution and statutes of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the Town has caused this Bond to be signed by its Mayor and the seal of the Town to be affixed hereto and attested by the Clerk of the Town, and this bond to be dated the date first above written.

(SEAL)

Mayor of the Town of Haymarket, Virginia

ATTEST:

Clerk of the Town of Haymarket, Virginia

Attachment: (2) Bond Resolution and Forms of Bonds v1 (1878 : Resolution Authorizing Series 2014 Refunding Bonds)

SCHEDULE I

TOWN OF HAYMARKET
GENERAL OBLIGATION REFUNDING BOND
SERIES 2014A

<u>Installment Number</u>	<u>Principal Installment Amount</u>	<u>Interest Installment Amount</u>	<u>Due Date</u>
--------------------------------------	--	---	------------------------

[to be completed at closing]

Attachment: (2) Bond Resolution and Forms of Bonds v1 (1878 : Resolution Authorizing Series 2014 Refunding Bonds)

REGISTERED

DATED DATE

R-1

**UNITED STATES OF AMERICA
COMMONWEALTH OF VIRGINIA
TOWN OF HAYMARKET**

**\$ _____
TAXABLE GENERAL OBLIGATION REFUNDING BOND
SERIES 2014B**

THE TOWN OF HAYMARKET, VIRGINIA (the "Town"), for value received, acknowledges itself indebted and promises to pay to the **CARTER BANK & TRUST** (the "Bank"), its registered assigns or legal representative, the principal amount of:

_____ **DOLLARS (\$ _____)**

on or before _____, together with interest on the outstanding principal amount of this Bond at a rate of ____% per year, calculated on the basis of a 360-day year of twelve 30-day months. Principal of and interest on this Bond shall be payable in semi-annual installments in the amounts and on the dates set forth in Schedule I attached hereto.

If any installment of principal of and interest on this Bond is not paid to the registered owner of this Bond on its due date, the Town shall pay to the registered owner a late payment charge in an amount equal to two and one-half percent (2 1/2%) of the overdue installment. Principal and other sums hereunder are payable in lawful money of the United States.

Subject to the provisions of the Bond Purchase Agreement dated as of June 1, 2014 (the "Agreement"), between the Bank and the Town, so long as this Bond is held by the Bank or its registered assigns or legal representative, interest is payable by check or draft mailed to the registered owner of this Bond at the address that appears on the registration books kept by the Treasurer of the Town, who has been appointed registrar and paying agent, or any successor bank or trust company (the "Registrar"). Principal of and premium, if any, and interest on this Bond shall be payable in lawful money of the United States of America. In case any payment date on this Bond shall not be a Business Day (as defined below), then payment of principal, premium, if any, and interest need not be made on such date, but may be made on the next succeeding Business Day, and, if made on such next succeeding Business Day, no additional interest shall accrue for the period after such payment date. "Business Day" means any Monday, Tuesday, Wednesday, Thursday or Friday on which commercial banking institutions generally are open for business in New York and Virginia. If an Event of Default has occurred and is continuing under the Agreement, the unpaid principal amount of this Bond shall bear interest at the rate of 12 percent per annum or the maximum rate permitted under applicable law, whichever is less.

This Bond has been authorized by a resolution adopted by the Council of the Town on June 2, 2014 (the “Bond Resolution”), and is issued pursuant to the Constitution and the Public Finance Act of 1991 of the Commonwealth of Virginia, and the Agreement. Proceeds of this Bond will be used to provide funds to current refund the Town’s \$372,426.28 General Obligation Refunding Bond, Taxable Series 2004B, and to pay the issuance and financing costs incurred in issuing this Bond.

The full faith and credit of the Town are irrevocably pledged for the payment of principal of and interest and premium, if any, on this Bond and the performance of the Town’s obligations under the Agreement. Unless other funds are lawfully available and appropriated for timely payment of this Bond, the Council of the Town shall levy and collect an annual ad valorem tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all locally taxable property in the Town sufficient to pay when due the principal of and interest and premium, if any, on this Bond.

Notwithstanding anything in this Bond to the contrary, in addition to the payments of the principal provided for by this Bond, the Town shall also pay such additional amounts, if any, which may be necessary to provide for payment in full of all amounts due under the Agreement.

This Bond may be redeemed at the option of the Town upon the terms and conditions set forth in the Agreement. Capitalized terms used herein and not defined shall have the meaning as set forth in the Agreement.

Transfer of this Bond may be registered upon the registration books of the Bond Registrar. Prior to due presentment for registration of transfer of this Bond, the Registrar shall treat the registered owner as the person exclusively entitled to payment of principal hereof and the exercise of all other rights and powers of the owner.

All acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia to happen, exist or be performed precedent to and in the issuance of this Bond have happened, exist and have been performed, and this Bond, together with all other indebtedness of the Town, is within every debt and other limitation prescribed by the Constitution and statutes of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the Town has caused this Bond to be signed by its Mayor and the seal of the Town to be affixed hereto and attested by the Clerk of the Town, and this bond to be dated the date first above written.

(SEAL)

Mayor of the Town of Haymarket, Virginia

ATTEST:

Clerk of the Town of Haymarket, Virginia

SCHEDULE I

TOWN OF HAYMARKET
TAXABLE GENERAL OBLIGATION REFUNDING BOND
SERIES 2014B

<u>Installment Number</u>	<u>Principal Installment Amount</u>	<u>Interest Installment Amount</u>	<u>Due Date</u>
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[to be completed at closing]

Attachment: (2) Bond Resolution and Forms of Bonds v1 (1878 : Resolution Authorizing Series 2014 Refunding Bonds)

BOND PURCHASE AGREEMENT

Between: **Carter Bank & Trust (the “Purchaser”)**
1300 Kings Mountain Road
P.O. Box 1776 (24115-1776)
Martinsville, Virginia 24112
Attention: John J. Engel, III, Vice President
Telephone: (276) 656-1776

And: **Town of Haymarket, Virginia (the “Issuer”)**
15000 Washington Street, Suite 100
Haymarket, Virginia 20169
Attention: Brian P. Henshaw, Town Manager
Telephone: (703) 753-2600

Dated: **As of June 1, 2014**

This Bond Purchase Agreement (the “Agreement”) is entered into as of the date set forth above, between the Town of Haymarket, Virginia (the “Issuer”) and Carter Bank & Trust (the “Purchaser”). For and in consideration of the premises hereinafter contained, Issuer hereby agrees to issue and sell to Purchaser, and Purchaser agrees to purchase and accept, the Bond, as defined below, on the terms set forth herein.

ARTICLE I. DEFINITIONS

As used in the Agreement, the following terms will have the meanings indicated below unless the context clearly requires otherwise:

“**Agreement**” means the Bond Purchase Agreement executed by an Issuer and Purchaser, including all exhibits, schedules and attachments attached thereto.

“**Authorizing Statute**” means the Virginia Public Finance Act in the Code of Virginia.

“**Bond**” means the 2014A Bond issued by the Issuer, as identified in the Resolution.

“**Bond Counsel**” means Spotts Fain PC.

“**Code**” is defined in Section 3.1(f).

“**Issue Date**” is June 18, 2014.

“**Event of Default**” is defined in Section 6.1.

“**Issuer**” means the entity identified as such in the first paragraph of the Agreement, and its permitted successors and assigns.

“**Project**” means the current refunding of the Issuer’s the Town’s \$262,568.10 General Obligation Refunding Bond, Series 2004A (the “2004A Bond”); its \$634,131.22 General Obligation Refunding Bond, Series 2004C (the “2004C Bond”); and its \$1,500,000 General Obligation Bond, Series 2005 (the “2005 Bond”), each to be refunded with the proceeds of the Bond, and the payment of related costs.

“**Purchaser**” means the entity identified as such in the first paragraph of the Agreement, and its successors and assigns.

“**Resolution**” means the resolution of the Council of Issuer adopted June 2, 2014, authorizing the execution and delivery of this Agreement and the issuance of the Bond.

“**State**” means the Commonwealth of Virginia.

ARTICLE II. PURCHASE OF BOND

Section 2.1 **Purchase and Form of Bond.** On the terms, and subject to the conditions set forth in this Agreement, Purchaser hereby agrees to purchase the Bond, at a price of 100 percent of the par amount thereof. The principal amount of the Bond shall be \$_____. The form of the Bond is attached hereto as Attachment 1. The Bond is issued pursuant to the Authorizing Statute.

Section 2.2 **Interest; Installments.** The Bond shall bear interest at the rate of _____% per annum, calculated on a 30/360-day basis. Issuer will repay the Bond in semiannual installments, including principal and interest, on each February 1 and August 1, beginning August 1, 2014, and ending _____. Payments shall be made consistent with the Schedule I affixed to the Bond.

Section 2.3 **Application.** Any payments by Issuer to Purchaser shall be applied first to pay accrued interest, and second to pay principal.

Section 2.4 **Option to Prepay.** Issuer shall have the option to prepay in whole the principal of the Bond at any time.

ARTICLE III. COVENANTS AND CONDITIONS

Section 3.1 **Covenants of the Issuer.** As of the Issue Date, Issuer represents, covenants and warrants for the benefit of Purchaser as follows:

- (a) Issuer is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to issue the Bond, and to enter into the Agreement and the transactions contemplated thereby and to perform all of its obligations thereunder.
- (b) Issuer will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Issuer should merge with another entity under the laws of the State, Issuer agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Issuer's rights and shall assume Issuer's obligations under the Bond and the Agreement.
- (c) Issuer has been duly authorized to issue the Bond and to execute and deliver the Agreement by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Bond and the Agreement, and Issuer has complied with such public bidding requirements as may be applicable to the Bond, the Agreement and the Project. On the Issue Date, Issuer shall cause to be delivered an opinion of counsel, as to the federal and state tax exemption of interest on the Bond, with such changes therein as may be approved by Purchaser.
- (d) Issuer will provide Purchaser with current financial statements and budgets and such other financial information of Issuer as Purchaser may request, in such form and containing such information as may be requested by Purchaser.
- (e) Issuer will expend the proceeds of the Bond on costs and expenses of the Project for which the Issuer may expend Bond proceeds under the Authorizing Statute.
- (f) Issuer will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the “Code”), including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest on the Bond. Issuer covenants and agrees that it will

use the proceeds of the Bond as soon as practicable and with all reasonable dispatch for the purpose for which the Bond has been issued, and that no part of the proceeds of the Bond shall be invested in any securities, obligations or other investments except for the temporary period pending such use nor used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Bond, would have caused the Bond or related Bonds of the Project to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to obligations issued on the date of issuance of the Bond. In furtherance of the covenant contained in the preceding sentence, the Issuer agrees to comply with the tax compliance certificate delivered at the Issue Date and the provisions of Section 141 through 150 of the Code, as applicable.

- (g) The Issuer designates the Bond as a "qualified tax-exempt obligation" for the purpose of Section 265(b)(3) of the Code. The Issuer represents and covenants as follows:
- i. The Issuer will in no event designate more than \$10,000,000 of obligations as qualified tax-exempt obligations in calendar year 2014, including the Bond, for the purpose of such Section 265(b)(3);
 - ii. The Issuer, all its "subordinate entities," within the meaning of such Section 265(b)(3), and all entities which issue tax-exempt obligations on behalf of the Issuer and its subordinate entities have not authorized, in the aggregate, more than \$10,000,000 of tax-exempt obligations to be issued in calendar year 2014 (not including "private activity bonds," within the meaning of Section 141 of the Code, other than "qualified 501(c)(3) bonds," within the meaning of Section 145 of the Code), including the Bond;
 - iii. Barring circumstances unforeseen as of the date of delivery of the Bond, the Issuer will not issue tax-exempt obligations itself or approve the issuance of tax-exempt obligations of any of such other entities if the issuance of such tax-exempt obligations would, when aggregated with all other tax-exempt obligations theretofore issued by the Issuer and such other entities in calendar year 2014, result in the Issuer and such other entities having issued a total of more than \$10,000,000 of tax-exempt obligations in calendar year 2014 (not including private activity bonds other than qualified 501(c)(3) bonds), including the Bond; and
 - iv. The Issuer has no reason to believe that the Issuer and such other entities will issue tax-exempt obligations in calendar year 2014 in an aggregate amount that will exceed such \$10,000,000 limit; provided, however, that if the Issuer receives an opinion of nationally recognized bond counsel that compliance with any covenant set forth in (i) or (iii) above is not required for the Bond to be a qualified tax-exempt obligation, the Issuer need not comply with such covenant.
- (h) The issuance of the Bond and the execution, delivery and performance of the Agreement and compliance with the provisions thereof by Issuer does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Issuer is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Issuer or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Issuer or to which it is subject.

Section 3.2 **Conditions.** Purchaser's obligation to purchase the Bond on the Issue Date is subject to satisfaction of the following conditions:

- (a) Purchaser shall have received a certified copy of the duly authorized Resolution;
- (b) Purchaser shall have received an original of the Agreement and the Bond, duly executed by Issuer in accordance with the Resolution;
- (c) Purchaser shall have received an opinion of Bond Counsel, in form and substance satisfactory to Purchaser's counsel, to the effect that:

- i. the Resolution, the Agreement, and the Bond are valid and legally binding obligations of Issuer, enforceable against Issuer in accordance with their terms, except to the extent that enforceability may be limited by or rendered ineffective by (A) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally; (B) the application of equitable principles and the exercise of judicial discretion in appropriate cases; (C) common law and statutes affecting the enforceability of contractual obligations generally; and (D) principles of public policy concerning, affecting or limiting the enforcement of rights or remedies against governmental entities such as Issuer;
 - ii. the interest payable on the Bond is excludable from gross income under the Code;
 - iii. the Bond is not a "private activity bond" within the meaning of Section 141 of the Code, and
 - iv. the Bond is a qualified tax-exempt obligation under Section 265(b)(3)(B) of the Code;
- (d) Purchaser shall have received the certificate of a duly authorized representative of Issuer to the effect that:
- i. there is no action, suit, proceeding, or investigation at law or in equity before or by any court or government, city or body pending or, to the best of the knowledge of Issuer, threatened against Issuer to restrain or enjoin the adoption of the Resolution or the execution and delivery of this Agreement or the issuance of the Bond, or the collection and application of funds as contemplated by this Agreement and the Bond, which in the reasonable judgment of Issuer, would have a material and adverse effect on the ability of Issuer to pay amounts due under the Bond, and
 - ii. the adoption of the Resolution and the execution and delivery of the Agreement and the Bond do not and will not conflict in any material respect with or constitute on the part of Issuer a breach of or default under any law, charter provision, court decree, administrative regulation, resolution, ordinance, or other agreement or instrument to which Issuer is a party or by which it is bound;
- (e) Purchaser shall have received such additional legal opinions, certificates, proceedings, instruments, or other documents as Purchaser or Bond Counsel may reasonably request to evidence compliance by Issuer with the legal requirements for adoption of the Resolution, execution and delivery of the Agreement, issuance of the Bond, acquisition and construction of the Project and the due performance or satisfaction by Issuer of all agreements then to be performed and all conditions then to be satisfied by Issuer.
- (f) Issuer shall have satisfied all of Purchaser's required conditions precedent to closing.

ARTICLE IV. PAYMENT AND SECURITY

Section 4.1 **Payment of Bond.** Issuer shall promptly pay the principal of, and interest and premium, if any, on the Bond in lawful money of the United States of America, in such amounts and on such dates as described in the Agreement and the Bond. Issuer shall pay Purchaser a charge on any delinquent payments in an amount sufficient to cover all additional costs and expenses incurred by Purchaser from such delinquent payment. In addition, Issuer shall pay a late charge of two and one-half percent (2 1/2%) on all delinquent payments of principal of and interest and premium, if any, on the Bond, and interest on said delinquent amounts from the date such amounts were due until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

Section 4.2 **Use of Proceeds.** Issuer directs Purchaser to use a portion of the proceeds of the Bond to pay upon the earlier of maturity or redemption the outstanding principal and accrued interest of the 2004A Bond, the 2004C Bond and the 2005 Bond, plus any applicable redemption premium, and to pay the costs of the issuing the Bond.

Section 4.3 **Full Faith and Credit.** The full faith and credit of Issuer is irrevocably pledged for the payment of the principal of and premium, if any, and interest on the Bond and all other payment obligations under the Agreement. Unless other funds are lawfully available and appropriated for timely payment of the Bond and all other payment obligations under the Agreement, Issuer shall levy and collect an annual ad valorem tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all locally taxable property in Issuer sufficient to pay when due the principal of and premium, if any, and interest on the Bond and all other

payment obligations under the Agreement.

Section 4.4 Obligations Absolute. To the extent permitted by law, the obligations of Issuer to make the payments required under the Bond and the Agreement and to perform and observe the other agreements on its part contained in the Bond and the Agreement shall be absolute and unconditional and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner or to any extent whatsoever while any portion of the Bond remains unpaid regardless of any contingency, act of God, event or cause whatsoever. Issuer shall pay absolutely net the amounts required to be paid hereunder, regardless of any rights of set-off, recoupment, abatement or counterclaim that Issuer might otherwise have against Purchaser, its successors or assigns or any other party or parties.

Section 4.5 Agreement to Survive. The provisions of the Agreement will survive the issuance of the Bond and the payment of the purchase price therefor. The Agreement will terminate upon the payment in full of all amounts due under the Bond and the Agreement, provided that any prepayment is undertaken in accordance with the Agreement and further provided that Section 5.3 of the Agreement will survive its termination.

ARTICLE V. ASSIGNMENT; RISK OF LOSS

Section 5.1 Assignment by Purchaser. Purchaser's right, title and interest in, to and under the Bond and the Agreement may be assigned and reassigned in whole without the necessity of obtaining the consent of Issuer. Issuer agrees to execute all documents, including notices of assignment that may be reasonably requested by Purchaser or any assignee to evidence any such assignment or reassignment, including without limitation the issuance of a new Bond of like tenor registered in the name of the assignee upon surrender of the old Bond. If any Bond is lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to Issuer, and Issuer shall execute and deliver a new Bond of like tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen, upon receipt of a written indemnity from Purchaser reasonably satisfactory to Issuer.

Section 5.2 Assignment by Issuer. NONE OF ISSUER'S OBLIGATIONS UNDER THE BOND OR THE AGREEMENT MAY BE ASSIGNED BY ISSUER FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF PURCHASER.

Section 5.3 Risk of Loss Covenants. Issuer shall not be required to indemnify or hold Purchaser harmless against liabilities arising from the Agreement. However, as between Purchaser and Issuer, and to the extent permitted by law, Issuer shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Bond or the Agreement, including, but not limited to, the loss of federal tax exemption of the interest on the Bond, except that Issuer shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from the gross negligence or willful misconduct of the Purchaser.

ARTICLE VI. DEFAULT

Section 6.1 Events of Default Defined. Any of the following shall constitute an "Event of Default" under the Agreement:

- (a) Failure by Issuer to make any payment of principal of, or interest or premium on, the Bond, or other payment required to be paid under the Agreement, at the time specified therein;
- (b) Failure by Issuer to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Bond or the Agreement, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Issuer by Purchaser, unless Purchaser shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Purchaser will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Issuer within the applicable period and diligently pursued until the default is corrected;

- (c) Any statement, representation or warranty made by Issuer in the Agreement or the Bond shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Issuer shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Issuer, or of all or a substantial part of the assets of Issuer, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Issuer in any bankruptcy, reorganization or insolvency proceeding;
- (e) Issuer shall default on any of its indebtedness issued whether or not on a parity basis with the Bond, which indebtedness remains uncured after any applicable cure period permitted by such indebtedness; or
- (f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Issuer or of all or a substantial part of the assets of Issuer, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

Section 6.2 Remedies on Default. If an Event of Default shall have occurred, Purchaser may proceed against Issuer and its agents, officers and employees to protect and enforce the rights of Purchaser under the Bond and the Agreement by mandamus or by other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained in the Bond or in the Agreement, or in an award of execution of any power herein granted for the enforcement of any proper, legal or equitable remedy as Purchaser may deem most effectual to protect and to enforce its rights under the Bond or the Agreement, or to enjoin any act or thing which may be unlawful or in violation of any right of Purchaser under the Bond or the Agreement, or to require Issuer to act as if it were the trustee of an express trust, or any combination of such remedies. While any Event of Default exists, the unpaid principal amount of the Bond shall bear interest at the rate of 12 percent per annum or the maximum rate permitted by applicable law, whichever is less.

Section 6.3 No Remedy Exclusive. No remedy conferred upon or reserved to Purchaser in the Agreement or the Bond is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Agreement or the Bond now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Purchaser to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

Section 6.4 Costs and Attorney Fees. Upon the occurrence of an Event of Default by Issuer in the performance of any term of the Agreement or the Bond, Issuer agrees to pay to Purchaser or reimburse Purchaser for, in addition to all other amounts due hereunder, all of Purchaser's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Issuer, and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of the Agreement or the Bond, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

ARTICLE VII. MISCELLANEOUS

Section 7.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to the Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Issuer.

Section 7.2 **Further Assurances.** Issuer agrees to execute such other and further documents and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Purchaser, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of the Agreement.

Section 7.3 **Binding Effect.** The Agreement and the Bond shall inure to the benefit of and shall be binding upon Purchaser and Issuer and their respective successors and permitted assigns.

Section 7.4 **Severability.** In the event any provision of the Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.5 **Waiver of Jury Trials.** Issuer and Purchaser hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to the Bond or the Agreement or the actions of Purchaser or Issuer in the negotiation, administration, performance or enforcement hereof.

Section 7.6 **Amendments, Changes and Modifications.** The Agreement may be amended in writing by Purchaser and Issuer.

Section 7.7 **Execution in Counterparts.** The Agreement hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.8 **Applicable Law.** The Agreement shall be governed by and construed in accordance with the laws of the State.

Section 7.9 **Captions.** The captions or headings in the Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of the Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Purchaser and Issuer have caused the Bond Purchase Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

Purchaser: Carter Bank & Trust
By:
Name: John J. Engel, III
Title: Vice President

Issuer: Town of Haymarket, Virginia
By:
Name: David Leake
Title: Mayor

Address for Notice:
 1300 Kings Mountain Road
 P.O. Box 1776 (24115-1776)
 Martinsville, Virginia 24112
 Telephone: (276) 656-1776
 Attention: John J. Engel, III, Vice President

Attest:
By:
Name: Brian P. Henshaw
Title: Town Manager

Address for Notice:
 15000 Washington Street, Suite 100
 Haymarket, Virginia 20169
 Telephone: (703) 753-2600
 Attention: Town Manager

Attachment: (3) Bond Purchase Agreement 2014A v1 (1878 : Resolution Authorizing Series 2014 Refunding Bonds)

ATTACHMENT 1

Form of Bond

[See Transcript Tab 3]

Attachment: (3) Bond Purchase Agreement 2014A v1 (1878 : Resolution Authorizing Series 2014 Refunding Bonds)

BOND PURCHASE AGREEMENT

Between: **Carter Bank & Trust (the “Purchaser”)**
1300 Kings Mountain Road
P.O. Box 1776 (24115-1776)
Martinsville, Virginia 24112
Attention: John J. Engel, III, Vice President
Telephone: (276) 656-1776

And: **Town of Haymarket, Virginia (the “Issuer”)**
15000 Washington Street, Suite 100
Haymarket, Virginia 20169
Attention: Brian P. Henshaw, Town Manager
Telephone: (703) 753-2600

Dated: **As of June 1, 2014**

This Bond Purchase Agreement (the “Agreement”) is entered into as of the date set forth above, between the Town of Haymarket, Virginia (the “Issuer”) and Carter Bank & Trust (the “Purchaser”). For and in consideration of the premises hereinafter contained, Issuer hereby agrees to issue and sell to Purchaser, and Purchaser agrees to purchase and accept, the Bond, as defined below, on the terms set forth herein.

ARTICLE I. DEFINITIONS

As used in the Agreement, the following terms will have the meanings indicated below unless the context clearly requires otherwise:

“**Agreement**” means the Bond Purchase Agreement executed by an Issuer and Purchaser, including all exhibits, schedules and attachments attached thereto.

“**Authorizing Statute**” means the Virginia Public Finance Act in the Code of Virginia.

“**Bond**” means the 2014B Bond issued by the Issuer, as identified in the Resolution.

“**Bond Counsel**” means Spotts Fain PC.

“**Issue Date**” is June 18, 2014.

“**Event of Default**” is defined in Section 6.1.

“**Issuer**” means the entity identified as such in the first paragraph of the Agreement, and its permitted successors and assigns.

“**Escrow Agent**” means U.S. Bank, National Association at the offices noted on the execution page of the Agreement.

“**Project**” means the refunding of the Issuer’s \$372,426.28 General Obligation Refunding Bond, Taxable Series 2004B (the “2004B Bond”), to be refunded with the proceeds of the Bond, and the payment of related costs.

“**Purchaser**” means the entity identified as such in the first paragraph of the Agreement, and its successors and assigns.

“**Resolution**” means the resolution of the Council of Issuer adopted June 2, 2014, authorizing the execution and delivery of this Agreement and the issuance of the Bond.

“**State**” means the Commonwealth of Virginia.

ARTICLE II. PURCHASE OF BOND

Section 2.1 **Purchase and Form of Bond.** On the terms, and subject to the conditions set forth in this Agreement, Purchaser hereby agrees to purchase the Bond, at a price of 100 percent of the par amount thereof. The principal amount of the Bond shall be \$_____. The form of the Bond is attached hereto as Attachment 1. The Bond is issued pursuant to the Authorizing Statute.

Section 2.2 **Interest; Installments.** The Bond shall bear interest at the rate of ____% per annum, calculated on a 30/360-day basis. Issuer will repay the Bond in semiannual installments, including principal and interest, on each February 1 and August 1, beginning August 1, 2014, and ending _____. Payments shall be made consistent with the Schedule I affixed to the Bond.

Section 2.3 **Application.** Any payments by Issuer to Purchaser shall be applied first to pay accrued interest, and second to pay principal.

Section 2.4 **Option to Prepay.** Issuer shall have the option to prepay in whole the principal of the Bond at any time.

ARTICLE III. COVENANTS AND CONDITIONS

Section 3.1 **Covenants of the Issuer.** As of the Issue Date, Issuer represents, covenants and warrants for the benefit of Purchaser as follows:

- (a) Issuer is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to issue the Bond, and to enter into the Agreement and the transactions contemplated thereby and to perform all of its obligations thereunder.
- (b) Issuer will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Issuer should merge with another entity under the laws of the State, Issuer agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Issuer's rights and shall assume Issuer's obligations under the Bond and the Agreement.
- (c) Issuer has been duly authorized to issue the Bond and to execute and deliver the Agreement by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Bond and the Agreement, and Issuer has complied with such public bidding requirements as may be applicable to the Bond, the Agreement and the Project.
- (d) Issuer will provide Purchaser with current financial statements and budgets and such other financial information of Issuer as Purchaser may request, in such form and containing such information as may be requested by Purchaser.
- (e) Issuer will expend the proceeds of the Bond on costs and expenses of the Project for which the Issuer may expend Bond proceeds under the Authorizing Statute.
- (f) The issuance of the Bond and the execution, delivery and performance of the Agreement and compliance with the provisions thereof by Issuer does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Issuer is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Issuer or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any

nature whatsoever upon any property or assets of Issuer or to which it is subject.

Section 3.2 **Conditions.** Purchaser's obligation to purchase the Bond on the Issue Date is subject to satisfaction of the following conditions:

- (a) Purchaser shall have received a certified copy of the duly authorized Resolution;
- (b) Purchaser shall have received an original of the Agreement and the Bond, duly executed by Issuer in accordance with the Resolution;
- (c) Purchaser shall have received an opinion of Bond Counsel, in form and substance satisfactory to Purchaser's counsel, to the effect that the Resolution, the Agreement, and the Bond are valid and legally binding obligations of Issuer, enforceable against Issuer in accordance with their terms, except to the extent that enforceability may be limited by or rendered ineffective by (A) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally; (B) the application of equitable principles and the exercise of judicial discretion in appropriate cases; (C) common law and statutes affecting the enforceability of contractual obligations generally; and (D) principles of public policy concerning, affecting or limiting the enforcement of rights or remedies against governmental entities such as Issuer;
- (d) Purchaser shall have received the certificate of a duly authorized representative of Issuer to the effect that:
 - i. there is no action, suit, proceeding, or investigation at law or in equity before or by any court or government, city or body pending or, to the best of the knowledge of Issuer, threatened against Issuer to restrain or enjoin the adoption of the Resolution or the execution and delivery of this Agreement or the issuance of the Bond, or the collection and application of funds as contemplated by this Agreement and the Bond, which in the reasonable judgment of Issuer, would have a material and adverse effect on the ability of Issuer to pay amounts due under the Bond, and
 - ii. the adoption of the Resolution and the execution and delivery of the Agreement and the Bond do not and will not conflict in any material respect with or constitute on the part of Issuer a breach of or default under any law, charter provision, court decree, administrative regulation, resolution, ordinance, or other agreement or instrument to which Issuer is a party or by which it is bound;
- (e) Purchaser shall have received such additional legal opinions, certificates, proceedings, instruments, or other documents as Purchaser or Bond Counsel may reasonably request to evidence compliance by Issuer with the legal requirements for adoption of the Resolution, execution and delivery of the Agreement, issuance of the Bond, acquisition and construction of the Project and the due performance or satisfaction by Issuer of all agreements then to be performed and all conditions then to be satisfied by Issuer.
- (f) Issuer shall have satisfied all of Purchaser's required conditions precedent to closing.

ARTICLE IV. PAYMENT AND SECURITY

Section 4.1 **Payment of Bond.** Issuer shall promptly pay the principal of, and interest and premium, if any, on the Bond in lawful money of the United States of America, in such amounts and on such dates as described in the Agreement and the Bond. Issuer shall pay Purchaser a charge on any delinquent payments in an amount sufficient to cover all additional costs and expenses incurred by Purchaser from such delinquent payment. In addition, Issuer shall pay a late charge of two and one-half percent (2 1/2%) on all delinquent payments of principal of and interest and premium, if any, on the Bond, and interest on said delinquent amounts from the date such amounts were due until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

Section 4.2 **Use of Proceeds.** Issuer directs Purchaser to use the proceeds of the Bond to pay upon the earlier of maturity or redemption the outstanding principal and accrued interest of the 2004B Bond, plus any applicable redemption premium, and to pay the costs of the issuing the Bond.

Section 4.3 **Full Faith and Credit.** The full faith and credit of Issuer is irrevocably pledged for the payment of the principal of and premium, if any, and interest on the Bond and all other payment obligations under the Agreement. Unless other funds are lawfully available and appropriated for timely payment of the Bond and all other payment obligations under the Agreement, Issuer shall levy and collect an annual ad valorem tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all locally taxable property in Issuer sufficient to pay when due the principal of and premium, if any, and interest on the Bond and all other payment obligations under the Agreement.

Section 4.4 **Obligations Absolute.** To the extent permitted by law, the obligations of Issuer to make the payments required under the Bond and the Agreement and to perform and observe the other agreements on its part contained in the Bond and the Agreement shall be absolute and unconditional and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner or to any extent whatsoever while any portion of the Bond remains unpaid regardless of any contingency, act of God, event or cause whatsoever. Issuer shall pay absolutely net the amounts required to be paid hereunder, regardless of any rights of set-off, recoupment, abatement or counterclaim that Issuer might otherwise have against Purchaser, its successors or assigns or any other party or parties.

Section 4.5 **Agreement to Survive.** The provisions of the Agreement will survive the issuance of the Bond and the payment of the purchase price therefor. The Agreement will terminate upon the payment in full of all amounts due under the Bond and the Agreement, provided that any prepayment is undertaken in accordance with the Agreement and further provided that Section 5.3 of the Agreement will survive its termination.

ARTICLE V. ASSIGNMENT; RISK OF LOSS

Section 5.1 **Assignment by Purchaser.** Purchaser's right, title and interest in, to and under the Bond and the Agreement may be assigned and reassigned in whole without the necessity of obtaining the consent of Issuer. Issuer agrees to execute all documents, including notices of assignment that may be reasonably requested by Purchaser or any assignee to evidence any such assignment or reassignment, including without limitation the issuance of a new Bond of like tenor registered in the name of the assignee upon surrender of the old Bond. If any Bond is lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to Issuer, and Issuer shall execute and deliver a new Bond of like tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen, upon receipt of a written indemnity from Purchaser reasonably satisfactory to Issuer.

Section 5.2 **Assignment by Issuer.** NONE OF ISSUER'S OBLIGATIONS UNDER THE BOND OR THE AGREEMENT MAY BE ASSIGNED BY ISSUER FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF PURCHASER.

Section 5.3 **Risk of Loss Covenants.** Issuer shall not be required to indemnify or hold Purchaser harmless against liabilities arising from the Agreement. However, as between Purchaser and Issuer, and to the extent permitted by law, Issuer shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Bond or the Agreement, including, but not limited to, the loss of federal tax exemption of the interest on the Bond, except that Issuer shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from the gross negligence or willful misconduct of the Purchaser.

ARTICLE VI. DEFAULT

Section 6.1 **Events of Default Defined.** Any of the following shall constitute an "Event of Default" under the Agreement:

- (a) Failure by Issuer to make any payment of principal of, or interest or premium on, the Bond, or other payment required to be paid under the Agreement, at the time specified therein;
- (b) Failure by Issuer to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Bond or the Agreement, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Issuer by Purchaser, unless Purchaser shall agree in writing to an extension of such

time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Purchaser will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Issuer within the applicable period and diligently pursued until the default is corrected;

- (c) Any statement, representation or warranty made by Issuer in the Agreement or the Bond shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Issuer shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Issuer, or of all or a substantial part of the assets of Issuer, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Issuer in any bankruptcy, reorganization or insolvency proceeding;
- (e) Issuer shall default on any of its indebtedness issued whether or not on a parity basis with the Bond, which indebtedness remains uncured after any applicable cure period permitted by such indebtedness; or
- (f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Issuer or of all or a substantial part of the assets of Issuer, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

Section 6.2 **Remedies on Default.** If an Event of Default shall have occurred, Purchaser may proceed against Issuer and its agents, officers and employees to protect and enforce the rights of Purchaser under the Bond and the Agreement by mandamus or by other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained in the Bond or in the Agreement, or in an award of execution of any power herein granted for the enforcement of any proper, legal or equitable remedy as Purchaser may deem most effectual to protect and to enforce its rights under the Bond or the Agreement, or to enjoin any act or thing which may be unlawful or in violation of any right of Purchaser under the Bond or the Agreement, or to require Issuer to act as if it were the trustee of an express trust, or any combination of such remedies. While any Event of Default exists, the unpaid principal amount of the Bond shall bear interest at the rate of 12 percent per annum or the maximum rate permitted by applicable law, whichever is less.

Section 6.3 **No Remedy Exclusive.** No remedy conferred upon or reserved to Purchaser in the Agreement or the Bond is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Agreement or the Bond now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Purchaser to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

Section 6.4 **Costs and Attorney Fees.** Upon the occurrence of an Event of Default by Issuer in the performance of any term of the Agreement or the Bond, Issuer agrees to pay to Purchaser or reimburse Purchaser for, in addition to all other amounts due hereunder, all of Purchaser's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Issuer, and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of the Agreement or the Bond, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

ARTICLE VII. MISCELLANEOUS

Section 7.1 **Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to the Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Issuer.

Section 7.2 **Further Assurances.** Issuer agrees to execute such other and further documents and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Purchaser, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of the Agreement.

Section 7.3 **Binding Effect.** The Agreement and the Bond shall inure to the benefit of and shall be binding upon Purchaser and Issuer and their respective successors and permitted assigns.

Section 7.4 **Severability.** In the event any provision of the Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.5 **Waiver of Jury Trials.** Issuer and Purchaser hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to the Bond or the Agreement or the actions of Purchaser or Issuer in the negotiation, administration, performance or enforcement hereof.

Section 7.6 **Amendments, Changes and Modifications.** The Agreement may be amended in writing by Purchaser and Issuer.

Section 7.7 **Execution in Counterparts.** The Agreement hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.8 **Applicable Law.** The Agreement shall be governed by and construed in accordance with the laws of the State.

Section 7.9 **Captions.** The captions or headings in the Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of the Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Purchaser and Issuer have caused the Bond Purchase Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

Purchaser: Carter Bank & Trust
By:
Name: John J. Engel, III
Title: Vice President

Issuer: Town of Haymarket, Virginia
By:
Name: David Leake
Title: Mayor

Address for Notice:
 1300 Kings Mountain Road
 P.O. Box 1776 (24115-1776)
 Martinsville, Virginia 24112
 Telephone: (276) 656-1776
 Attention: John J. Engel, III, Vice President

Attest:
By:
Name: Brian P. Henshaw
Title: Town Manager

Address for Notice:
 15000 Washington Street, Suite 100
 Haymarket, Virginia 20169
 Telephone: (703) 753-2600
 Attention: Town Manager

Attachment: (4) Bond Purchase Agreement 2014B v1 (1878 : Resolution Authorizing Series 2014 Refunding Bonds)

ATTACHMENT 1

Form of Bond

[See Transcript Tab 3]

Attachment: (4) Bond Purchase Agreement 2014B v1 (1878 : Resolution Authorizing Series 2014 Refunding Bonds)



TO: Town of Haymarket Town Council
SUBJECT: Zoning Determination Request - Parcel A-1, LC
DATE: 06/02/14

Parcel A-1, LLC has submitted a zoning determination request regarding the applicability of certain Zoning Ordinance requirements to building improvements at 6614 James Madison Highway. Staff is preparing a draft response for the Town Council's review during closed session at the June 2, 2014 Town Council meeting.

BACKGROUND

On August 5, 2013, the Town Council approved temporary occupancy of 2,600 square feet of recreation activities being constructed at 6614 James Madison Highway (Next Level Fitness). The approval of the temporary occupancy was conditioned upon diligent pursuit of an amended final site plan to accommodate the area of temporary occupancy. Construction of site improvements required by the amended final site plan is to be completed by September 1, 2014. The Council's approval also stated that should the property owner desire a zoning determination letter regarding required site improvements associated with the amended site plan, such request shall be submitted to the Town prior to close of business December 31, 2013.

The property owner submitted a request for a zoning determination on April 30, 2014. There has been no activity regarding the requisite amended final site plan since the Council's action last August; however, the Staff did meet with the owner on May 13, 2014 to discuss first submission comments issued last May (2013).

ATTACHMENTS:

- 04-30-2014 Zoning Determination Request (PDF)

SIGNATURE COMPANIES

April 30, 2013

Town Council of the Town of Haymarket
c/o Honorable David Leake, Mayor
P.O. Box 1230
Haymarket, VA 20168

Dear Mayor Leake & Members of the Town Council,

This letter is to request a formal zoning determination from the Town of Haymarket's Zoning Administrator, who we understand is the Town Council. In 2002 Parcel A-1, LLC received formal approval of its as built Site Plan. Pursuant to Va. Code Ann. § 15.2-2307, as such this Site Plan is vested, and it remains valid pursuant to Va. Code Ann. § 15.2-2260(F).

This letter provides a brief history of the property, identifies the issues, states Parcel A-1 position, and then requests a formal zoning determination from the Town.

The Issues:

- Does the enclosure of either the front loading dock area or rear loading dock area of the subject property require a minor site plan amendment or a new site plan under the existing Town Ordinances?
- Should the existing Town ordinances be clarified and create specific criteria (as found in order jurisdictions such as Loudoun County) to more clearly state what constitutes a "Building Addition" or "Major Modification" or New Construction?
- Should the existing Town Ordinances be enhanced to provide for the Submission of a "Parking Plan" to demonstrate the property has adequate parking for the designated Tenant Uses?
- Relevant Code Sections:
 - Section 58-259 - "changes in use requiring the Landlord to file a new site plan"
 - Section 58-510 - "Minor Modifications" to an approved site plan.
 - Section 58-11 - "Off-Street Parking"

Property Recent History:

- 1998 Signature Kitchens completed major renovations to the property and relocated its warehouse and corporate offices to the property.
- 2002 a site plan for the property was submitted, constructed and approved as built. The site plan included 155 parking spaces, storm water, landscaping and site lighting.
- 2009 HSP tenants took occupancy of approximately 29,000 sq. ft located in the rear of the building and began doing business. The individual tenant spaces were later demised and each of the existing tenants were approved for occupancy.
- 2012 NLPT gained approval to enclose approximately 700 sq. ft. of covered loading area to construct a Juice Bar area.

- 2013 NLPT gained conditional approval to enclose approximately 2,500 sq. ft. of the rear covered loading area. This project was approved and NLPT granted temporary occupancy under certain conditions. At issue was the interpretation of the town ordinances which have been interpreted by the City Planner as requiring Parcel A-1, LLC to submit a new site plan which Parcel A-1 has objected to and believes the Town ordinances do not require a new site plan or a minor site plan amendment.
- Parcel A-1, LLC has done significant engineering and site survey work towards a site plan and has submitted a preliminary site plan to the Town. Further, we have received comments from the City Planner and Engineer. It is important to note that the Site Plan submission was conducted as a requirement of the Town while discussions were taking place between Parcel A-1, LLC and Rose Investments regarding Snyder Baseball Academy occupancy of the Rose Property and the expansion of JNJ and NLPT into Snyder's current space. As such, the current site plan submission was expressly done as a requirement of this project and not the current NLPT expansion project now at issue.

Parcel A-1 and (NLTF) take issue with the Zoning Administrators reading of the Ordinance that apply to our situation and as such we seek a formal determination so that we may accurately assess the viability of future expansion of the property and/or changes in the existing Tenant Mix by understanding the definitive project cost of all construction elements including site plan improvements required for future expansion as well as the Site Plan requirements associated with the 700 sq. ft. Juice Bar and 2,500 sq. ft. Rear Loading Area enclosures.

Zoning Determination Request: - Pursuant to the items shown below, Parcel A-1 request the following official zoning determinations:


1. The 2002 Site Plan was approved and constructed prior to the 2009 Code changes, and therefore the provisions of Virginia's vesting statute, 15.2-2307, provides that these new requirements not apply to our approved site plan.
2. The Parcel A-1 property was constructed prior to 1983 and as such is afforded different treatment under the existing zoning ordinances. Please clarify which zoning ordinances apply to the property.
3. The 700 square foot (Juice Bar) enclosure area now occupied by (NLPT):
 - a. Under section 58-259 of the Ordinance, did this enclosure represent a "Change in Use" and thus require the Landlord to file a new site plan?
 - b. Did the enclosure represent "New Construction"?
 - c. Did the enclosure represent "A Material Modification to the Existing Structure"?
 - d. Did the enclosure project constitute a "Minor Modification to an approved site plan and would not require planning commission review pursuant to [section 58-510](#)"
 - e. If, section 58-510 "Minor Modification" applies to the above project:
 - i. Will the Town Council approve this project without formal review as compliant with the following criteria:

1. "Do not reduce or alter the percentage of land shown as grass or landscaped area under the original plan"
 2. "Do not expand the **building size** or area of lot surface in active use"
 3. "Do not reduce or change the efficiencies of the stormwater system"
 4. "Meet all applicable state, federal and local guidelines for the use or design proposed"
4. The 2,500 square foot Rear building enclosure area now occupied by (NLPT) under a conditional use Permit.
- a. Under section 58-259 of the Ordinance did this enclosure represent a "Change in Use" and thus require the Landlord to file a new site plan?
 - b. Did the enclosure represent "New Construction"?
 - c. Did the enclosure represent "A Material Modification to the Existing Structure"?
 - d. Did the enclosure project constitute a "Minor Modification to an approved site plan and would not require planning commission review pursuant to section 58-510"
 - e. If, section 58-510 "Minor Modification" applies to the above project:
 1. Will the Town Council approve this project without formal review as compliant with the following criteria:
 2. "Do not reduce or alter the percentage of land shown as grass or landscaped area under the original plan"
 3. "Do not expand the **building size** or area of lot surface in active use"
 4. "Do not reduce or change the efficiencies of the stormwater system"
 5. "Meet all applicable state, federal and local guidelines for the use or design proposed"
5. The provisions of Virginia's vesting statute, § 15.2-2307, provide that these requirements do not apply to the Parcel A-1
6. If this determination does conclude that either of the above projects requires the Property owner to file a new site plan and it concludes this based upon the need for the property owner to demonstrate the site has proper parking, will the Town Council waive the Site plan requirements in favor of the Landlord providing a detailed Parking Plan which includes all enclosed areas of the building?
7. If the Town Council concludes that a Site Plan waiver with detailed parking plan is not appropriate, will the Council approve a revised site plan with the following non-conformities which are depicted on its approved Final Site Plan is vested, and compliance with the I-1 lot coverage requirement set out in Zoning Ordinance§ 58-63 is not required.
- a. Site lighting to remain as is.

- b. Landscape requirements be consistent with the 2002 site plan.
- c. The Lot coverage ratio at 87% (as built) -
- d. The 4ft buffer as currently constructed.
- e. The justification for these waivers are as follows:
 - i. The 2002 as built site plan was built in conformance with zoning standards that were in effect at that time.
 - ii. The current ordinance for site plans was adopted by the Town Council on January 5, 2009.
 - iii. The HSP use was approved by Council in October 2008

Thank you in advance for your time and consideration of this matter.

Sincerely



John E. Lombardozzi
Manager, Parcel A-1, LLC

cc: Marchant Schneider, City Planner

Attachments:

1. Analysis of the applicable zoning ordinances 58-529, 58-510 & 58-11.

Analysis of 58-529 - Zoning Ordinance

- The Ordinances provide for Town Council to approve minor changes to an existing site plan without formal review and we believe that very situation exists in our application. My assumption is that the Ordinance specifically provides for this because it recognizes the complexity and cost associated with a site plan site plan and the extensive requirements associated.
- The letter revoking the Building Permit #B20130410 sites section 58-259 of the was adopted in October 2009 and states:

*"Before a building permit shall be issued or construction commenced on any permitted use in the I-1 district **constituting a change in use from the previous user** or for **all new construction** or an **addition** or **material modifications to any existing structure** or the parking or any other improvements or facilities on the property, a site plan prepared in accordance with article XIII of this chapter shall be submitted to the planning commission for review for up to 60 days. The planning commission shall refer these plans and its recommendations to the town council for consideration at its next regularly scheduled meeting. Modification of the plans may be required by the planning commission and/or the town council. Minor modifications to an approved site plan will not require planning commission review pursuant to **section 58-510**"*

- Parcel A-1 has an approved site plan which was designed, constructed and approved by the Town in March 2002.
- We respectfully disagree with the City Planner's application of 58-529 and offer the following analysis of this ordinance:
 1. The approved use is not being changed as (NLFP) is an existing Tenant.
 2. This enclosure does not represent "New Construction"
 3. This enclosure clearly is not an "Addition" as this is an enclosure of existing roof line of the building.
 4. At best this project might be characterized as a "Material Modification to any Existing Structure" I have no point of reference to identify what is "Material" The enclosure area we are talking about represents less approximately 7% of the existing structures roof area.
- 58-259 is written in the context of discussing "Site Plans". In this context we do not see the outline of the building changing and should not require a new Site Plan to be prepared.
- 58-259 ordinance also does not provide any other mechanism for the Town Council, Planning Commission or City Planner to determine the conformance to Parking standards or even a simple re-striping plan to accommodate a change in Tenant uses within an existing structure with an approved site plan.
- 58-529 does not appear to contemplate changes in Tenant Uses in a Multi-Tenant / Multi-Use building structure. For example:
 1. Existing tenant (JNJ) desires to occupy the Signature Kitchens 2,500 sq. ft. warehouse area to expand the size of its moon bounce and party center. In the most literal interpretation, the current ordinance could find this to be a change of use and trigger a full blown site plan. The cost of this would be prohibitive and hence cause the property to become frozen in its current configuration.

Analysis of 58-510 - Zoning Ordinance

- Should the Town Council find that Section 58-529 does apply, then we are required to file a modification to our existing site plan which was approved in 2002. The code states that *"minor modifications of an approved site plan will not require planning commission review pursuant to 58-510"*
- Section 58-510 states the following:

*After a final site plan has been approved, minor modifications, which comply with the spirit of this article and other provisions of this chapter and with the general purpose of the comprehensive plan for the development of the area, may be **approved by the town council without formal review when such modifications:***

- (1) *Do not reduce or alter the percentage of land shown as grass or landscaped area under the original plan.*
- (2) *Do not expand the **building size** or area of lot surface in active use.*
- (3) *Do not reduce or change the efficiencies of the stormwater system.*
- (4) *Meet all applicable state, federal and local guidelines for the use or design proposed.*

- Based upon our interpretation of the above zoning ordinance it seems clear that the Council can exercise its discretion and determine that because the roof line of the existing structure will not be changed, that we are not expanding the "building size". The City Planner has interpreted the phrase "Building Size" to mean any increase in the useable floor area of the building.
- The 2002 Site Plan documents the outline of the building which is not being altered.
- In 2011 the Town approved the building permit for enclosure of the existing juice bar area. This enclosure is approximately 700 sq. ft. of existing roof line. This building permit is identical in form and substance and did not require a formal site plan review or submission.
- The current structure has an existing roof & floor and I cannot possibly see how you can interpret the code to mean "building usable floor area". If the code intended to say this, then it would have been written that way.

Analysis of 58-11
Minimum off-Street Parking

- Multi-Use / Multi-Tenant Parking Ordinance do not currently exist in the Town Ordinance:

Sec. 58-11. - Minimum off-street parking. 

There shall be provided that at the time of erection of any main building, or at the time any main building or its accessory uses is enlarged or the use changed, all provisions of article XIII shall be met along with minimum off-street parking space with adequate provision for entrance and exit by standard size automobiles, as follows:

- (1) In all residential districts there shall be provided, either in a private garage or on a lot, space for the parking of two automobiles for each dwelling unit located on such lot or parcel.
- (2) Lodging houses, motels and hotels shall provide, on the lot, parking space for one automobile for each accommodation.
- (3) For church, high school, college and university auditoriums, and for theaters, general auditoriums, stadiums and other similar places of assembly, at least one parking space for every five fixed seats provided in the building.
- (4) For hospitals, at least one parking space for each two beds' capacity, including infants' cribs and children's beds.
- (5) For medical and dental clinics, at least ten parking spaces. Three additional parking spaces shall be furnished for each doctor or dentist having offices in such clinic in excess of three doctors or dentists.
- (6) For apartments, at least 2.5 parking spaces for each individual sleeping or living unit.
- (7) For mortuaries and liquor stores, at least ten parking spaces.
- (8) For retail stores selling directly to the public, one parking space for each 200 square feet of retail floor space in the building.
- (9) Any other commercial building erected, converted or structurally altered after the effective date of the zoning ordinance of September 19, 1983, shall provide one parking space for each 200 square feet of business floor space in the building.
- (10) Parking space as required in this section shall be on the same lot with the main building; except that in the case of buildings other than dwellings, spaces may be located as far away as 600 feet. Every parcel of land used as a public parking area and motor vehicle ways, after the effective date of the zoning ordinance of September 19, 1983, shall be surfaced with asphalt or concrete. It shall have appropriate guards where needed as determined by the administrator. Any lights used to illuminate such parking areas shall be so arranged as to reflect the light away from adjoining premises in a residential district.
- (11) Reserved.

(Code 1989, § 12-11; Ord. of 3-19-1990; Res. of 4-2-1990; Res. of 6-4-1990; Ord. of 7-6-1998, § 1(12-11); Ord. of 6-2-2003; Ord. of 11-15-2011) **Cross reference**— Parking generally, § 46-81 et seq.

- Ordinances 58-11(9) provide a single parking standard for all Structures and do not seem to address the conditions surrounding our Property. Below are issues that may need to be addressed and clarified:
 - No provision exists for a property owner to submit a simple parking or restriping plan.
 - The current zoning ordinances appear to indicate that every change in Tenant Use will require a new site plan which is subject to the full review of the Planning Commission, Town Staff and Town Council. This seems cost prohibitive and an unnecessary administrative process. Further, the property owner would be required to upgrade the Site Plan to meet any new Ordinances.
 - The Standard being used for Sports Use Tenants is based upon Prince William County of 1 space per 250 sq. ft.
 - In a Multi-Use building, it can have Complimentary Tenant Uses which can lower the parking requirements and make these facilities less costly to operate.
 - In the last 3 1/2 years of operation, I would estimate the Parking Lot at our site during peak use is only 50% occupied. I would think that the parking standard for Sports Uses could be lowered due to Tenant mix having peak operating hours that are opposite that of Saddlery Liquidators and Signature Kitchens which occupy 50% of the Building.



TO: Town of Haymarket Town Council
SUBJECT: Treasurer's Report
DATE: 06/02/14

ATTACHMENTS:

- June Treasurer's Report (PDF)

**Town of Haymarket
Treasurer's Report
July 1, 2013 through May 22, 2014**

	Year-To-Date Budget	Year-To-Date Actual	Over Budget	Under Budget	Net
1.					
GENERAL PROPERTY TAXES	327,742.21	317,051.16		(10,691.05)	(10,691.05)
OTHER LOCAL TAXES	955,419.64	898,303.23		(57,116.41)	(57,116.41)
PERMITS,FEES & LICENSESES	39,961.82	60,993.12	21,031.30		21,031.30
FINES & FORFEITURES	66,935.48	83,085.48	16,150.00		16,150.00
CHARGES FOR SERVICES	0.00	600.58	600.58		600.58
REVENUE FROM COMMONWEALTH	197,084.36	202,493.43	5,409.07		5,409.07
MISCELLANEOUS	13,240.86	18,362.84	5,121.98		5,121.98
RENTAL (USE OF PROPERTY)	214,038.25	189,426.85		(24,611.40)	(24,611.40)
INTEREST ON BANK DEPOSITS	892.48	2,068.59	1,176.11		1,176.11
SAFETY LU/MAP 21 GRANT	1,052,906.93	318,556.37		(734,350.56)	(734,350.56)
TRANSFER OF CASH RESERVES	7,194.00	0.00		(7,194.00)	(7,194.00)
	2,875,416.03	2,090,941.65	49,489.04	(833,963.42)	(784,474.38)

Summary of Expenditures

01 - ADMINISTRATION	470,334.25	514,680.82	44,346.57		44,346.57
03 - PUBLIC SAFETY	672,966.66	601,863.06		(71,103.60)	(71,103.60)
04 - PUBLIC WORKS	196,502.71	189,307.14		(7,195.57)	(7,195.57)
07 - PARKS, REC & CULTURAL	37,968.90	33,423.92		(4,544.98)	(4,544.98)
08 - COMMUNITY DEVELOPMENT	2,378,012.37	345,219.73		(2,032,792.64)	(2,032,792.64)
09 - NON-DEPARTMENTAL	417,009.80	224,466.36		(192,543.44)	(192,543.44)
	4,172,794.69	1,908,961.03	44,346.57	(2,308,180.23)	(2,263,833.66)

2. Additional Appropriations:

\$13,000 appropriation to General Grounds Maintenance: Maintenance Services & Repairs;
transferred from General Reserves

3. Line Items Over 4th Qtr Appropriations:

	Year-To-Date Budget	Year-To-Date Actual	Over Budget
01 - ADMINISTRATION			
11100 - TOWN COUNCIL			
Salaries & Wages - Regular	20,883.87	29,875.00	8,991.13
FICA/Medicare	1,566.29	2,080.80	514.51
12110 - TOWN ADMINISTRATION			
Accounting Services			
Consultants	0.00	29,725.00	29,725.00
Office Supplies	3,123.65	3,270.26	146.61
Computer, Internet & Website	0.00	3,162.28	3,162.28
Legal Services	71,397.85	92,197.41	20,799.56

**Town of Haymarket
Treasurer's Report
July 1, 2013 through May 22, 2014**

	Year-To-Date Budget	Year-To-Date Actual	Over Budget
03 - PUBLIC SAFETY			
Legal Services	12,940.86	15,033.13	2,092.27
Repairs & Maintenance	1,807.26	2,337.11	529.85
Maintenance Service Contracts	1,070.97	6,742.10	5,671.13
Electrical Services	1,784.94	4,126.84	2,341.90
Computer, Internet & Website	2,838.06	3,839.09	1,001.03
Telecommunications	4,194.62	5,054.69	860.07
Equipment Rental	446.23	947.94	501.71
Office Supplies	3,012.10	4,251.46	1,239.36
Police Supplies	2,409.68	2,817.44	407.76
34100 - BUILDING OFFICIAL	49,086.03	65,985.00	16,898.97
04 - PUBLIC WORKS			
Trash Removal Contract	59,795.70	61,835.63	2,039.93
43100 - MAINT OF GENERAL BLDG & GROUNDS			
Repairs/Maintenance Services	17,387.10	20,863.80	3,476.70
Maintenance Service Contracts	13,468.66	14,748.64	1,279.98
Website & Internet Svcs	10,709.68	13,408.96	2,699.28
72200 - MUSEUM			
Salaries & Wages - Part Time	10,709.68	12,381.72	1,672.04
Repairs & Maintenance Services	3,569.90	4,216.84	646.94
Telecommunications	1,338.71	2,032.88	694.17

Attachment: June Treasurer's Report (1849 : Treasurer's Report)



TO: Town of Haymarket Town Council
 SUBJECT: Building Official's Report
 DATE: 06/02/14

Inspections Report for the Month May 2014, for the Town of Haymarket, by Joseph E. Barbeau, Jr.

Inspections:

- May 2

Performed a Final Inspection for the installation of a gas Furnace at 6836 St. Paul St., observed the installer performing a leak test per Code requirements. This work has been Approved.

- May 5

Performed a pre-final Inspection walk through at the QBE property located at 14600 Washington St. at the request of the Permit holder. During the course of this walk through some items of concern were noted regarding Fire Separation, Storage, and Flammable Materials use in an Assembly Use area. I addressed these concerns with the property manager and he is making whatever efforts that are required to correct these issues prior to the Final Inspection. The property manager has been keeping me informed of his efforts to address these items, and is making excellent progress in these regards. Final Inspection has not been scheduled at this time.

Performed Rough-in Inspections at Power Yoga for Mechanical, Fire suppression, Electrical, Plumbing, Gas, and Building at Power Yoga, 15111 Washington Street. These inspections were required prior to installation of insulating material and then wall closure. All installations were Approved. Additionally, due to my absence from the jurisdiction during the next few days (DHCD course work in Norfolk). I would not be able to physically inspect the installation of insulating materials prior to the wall closure. The areas to be insulated were determined and I agreed to allow the contractor to send me images via the phone to show this work, so that this closure allowance could be granted.

- May 7

Received by phone images of installation of insulation material from Genesis Construction, showing the work to have been done as agreed. The granting for wall closure was done electronically as allowed by the Commonwealth, for this type of situation.

- May 9

Performed a follow-up Inspection at United Health Care located at 4426/4428 Costello Way, to ascertain that issues revealed during the first inspection had been resolved. These issues were the lack of a hanger for the Fire Extinguisher, and the blockage of an Electrical Panel access due to furniture installation. These issues have been resolved and the Certificate of Occupancy may be issued.

Performed a Final Inspection for the installation of a deck at 14955 Keavy Place. This deck was Approved.

Performed an underground Plumbing Inspection for work being done to install a bathroom at 14714 Dogwood park. Waste piping had to be relocated for this work, and an inspection was required before the re-placement of the concrete. This work was Approved.

- May 10

Performed an Inspection for concerns regarding life safety at the Old Post Office building. It was found that wooden columns installed during the renovation of this structure had deflected due to the nature of the material used rather than the loads placed upon them. A review of the plans for this renovation, combined with a thorough inspection of the site, determined that this structure was not in danger at this time, however the columns must be replaced, in part due to this deflection, and in part due to the nature of the Pressure Treated material used. I informed the tenant that until this is completed I was ordering that the second floor be restricted to a load of not more than ten people, thus reducing the allowable load to half of that which it had been designed for.

- May 12

Performed Final Inspection for AKT at 1511 Washington St., prior to Issuance of a Certificate of Occupancy. Due to issue noted elsewhere in this report with the Electric Range, a full Co could not be issued at this time. A plan to rectify these issues and allow the Issuance of a Temporary CO so to allow for an Inspection from the PWC Health Department, and the stocking of this facility was agreed to.

- May 15

Performed Rough-in Inspections for Mechanical, Electrical, and Plumbing installations prior to the allowance of wall closure for the project at 14714 Dogwood Lane, to create a basement bathroom. These installations passed inspection and closure of these walls has been Approved.

- May 16

Performed Final Inspection (return visit) for AKT at 15111 Washington St., to view proper connection of Electric Range. During the first inspection it was noted that this range did not disconnect with the activation of the suppression system as required by Code. This correction has been made and will be notated on the report from the suppression system maintenance contractor. Final Inspection was Approved and the Certificate of Occupancy has been Issued.

- May 20

Performed footing Inspection at 6825 St. Paul Drive, prior to the placement of concrete, depth and soil condition were acceptable and this work was Approved.

Document Review:

- May 12

Met with Brian in his office to review my findings from an inspection of the Old Post Office building that I had conducted on May 10. At this time I shared my evaluation of the situation, the repairs needed, and my action to decrease the allowable occupancy of the second floor until repairs could be affected.

- May 14

Issued Certificate of Occupancy to United Health Care at 4426/4428 Costello Way, and Temporary Certificate of Occupancy at AKT, 15111 Washington St., to allow Health Department Inspection from Prince William County, and to stock the operation prior to opening, while awaiting corrections to wiring for Electrical Range due to issues regarding the cut-off of this appliance when the Fire Suppression system discharges. This Temporary allows limited use of the premises, barring opening to the public and sales until compliance with these noted conditions. Also, sent letters to both Colby Schreckengost and John Lombardozzi regarding the final steps needed to be undertaken by them to complete the project at NLT Fitness facility, following up on a site meeting held on April 30.

- May 15

Meeting with Brian and Engineer David Hall to review issues found at the Old Post Office building, where wooden columns that had been installed during previous renovations have been found to be deflecting, causing concerns regarding the safety of this structure. These columns need to be replaced; Engineer Hall is developing a scope of work for this effort. Though we are agreed that there is no immediate danger due to this condition, until such time that these have been replaced I have established that the occupancy of the second floor of this structure should not exceed 10 people, which is half of the designed load for this area. The purpose of this action is to ensure that this area will not be overloaded until these repairs have been completed.

- May 16

Meeting at Town Hall with HR Horton to complete all permitting requirements pertaining to the installation of street lighting at Alexandra's keep. This work had been begun without the benefit of proper Permitting, and as such had been Stopped. All applications have now been filed, these have been Approved, and the work may be completed.

- May 22

Review of submitted plans and documents for work to be performed at the Winterham House at 15110 Washington St.. The Permit cannot be issued at this time as the application is not complete. No scope of work was provided to address considerations of proffers that exist on this property. Also, these plans should include all aspects regarding the Accessibility for this property, as well as show all locations of the Fire Safety systems such as Exit signs and Emergency Lights.

Other Items:

During the period of April 22 through April 24 I attended and completed the Core Course for the Commonwealth of Virginia DHCD Code Academy. During the period of May 6 through May 8 I attended and completed the Advanced Building Officials Course for the Commonwealth of Virginia DHCD Code Academy. I am awaiting a testing date from ICC to take the Certified Building Officials Examination as the last step before full Certification. During this same timeframe I have completed both the National Response Framework and the Effective Communications modules offered through the FEMA Training Program.



TO: Town of Haymarket Town Council
SUBJECT: Engineer's Report
DATE: 06/02/14

ATTACHMENTS:

- June 2014 Engineer's Report (PDF)

Enhancement Project

- Work is now progressing faster since the majority of work is occurring behind the concrete barrier/barreled off areas.
- There are still periodic single lane closures for when work needs to occur at the tie in areas or work crossing the road.

I-66 Widening Project

- After receiving complaints about the noise at night, VDOT and the Design-Builder (Shirley/Dewberry) held a Pardon Our Dust meeting at Town Hall on May 8.
- At this meeting, the Design-Builder said the Old Carolina Road Bridge will be closed in June after school is out and the closure will last until approximately late fall 2015.
- The Design-Builder also explained that the sound barriers cannot be installed until after the grading at the outside edges of the road has been done because the sound barriers are installed at the top or bottom of the new graded area. This is the reason the sound barriers are not scheduled to be installed until Spring to Fall of 2015.
- The link to the power point presentation shown at this meeting is posted on the Town's website.

I-66/Route 15 Interchange Project

- The Commonwealth Transportation Board (CTB) approved the award to Lane Construction/Rinker Design with the diverging diamond interchange.
- Information is slowly forthcoming from VDOT and information will be posted to the Town's website and updated to Town Council as it becomes available.
- At the Public Hearing with the semi-directional flyover interchange, total project costs were anticipated to be \$73 million. Now posted on VDOT's website, total project costs with the diverging diamond interchange are anticipated to be \$56 million.
- Construction is anticipate to begin early 2015 and completed in 2017.
- On the next page is a picture from VDOT's website of a diverging diamond approach on Rte. 15 where it crosses I-64 at exit 136 (Zion Crossroads in Louisa County).



VSMP Authority

- DEQ is still determining how coordination will happen with us as they become the Town's VSMP Authority on July 1.

Access Improvements to the Southern Railway Caboose

- The construction plans have been finalized and preliminary bid package has been sent to the Town Attorney for review, comment, and development of the contract.
- We are trying to get the finalized plans and bid package to VDOT by May 30 for review and comment in order to get Approval to Advertise.
- We are scheduled to Advertise for Construction in August.

Restriping Washington Street at Jefferson Street Signal

- VDOT has been in touch with follow up questions to the Town as they are evaluating the request to restripe Washington Street at the Jefferson Street signal in order to provide left turn lanes on Washington Street.
- VDOT has not made the final determination regarding the request at this time.

Site Plans

- Sheetz: Town Planner and Engineer met with the applicant to go over comments.
- Chick-fil-a: The Special Use Permit has been reviewed and I forwarded comments to the Town Planner. An amended site plan will not be submitted until after the SUP has been approved.
- Haymarket Ice Rink: The final site plan to add an additional rink has been submitted and is under review.
- Robinson's Paradise: The Preliminary Plan second submission has been submitted and is under review.
- Signature Kitchens: Town Planner and Engineer met with owner to go over previous comments and next steps.



TO: Town of Haymarket Town Council
 SUBJECT: Museum Report
 DATE: 06/02/14

Town of Haymarket Health & Fitness Expo

On March 12th myself along with the Town Clerk, Jennifer Preli met with Wendy Adkins and Sosan Azmeh of Carient Heart & Vascular for a preliminary meeting.

In the meeting we discussed; possible site location, vendor participation, proper advertising, sponsorship as well as a “grass-roots” campaign of getting the word out. We are currently looking at the event to be held on a Saturday in one of the following months; August - 2014, October - 2014 or May- 2015.

Updates:

- Carient has decided they would like to conduct the Health & Fitness Expo in May of 2015. They are looking at Saturday, May 16th or Saturday, May 30th.
- They would also like to use the Old Pace West School property.

- **2014 - Train Exhibit**

- The Haymarket Museum will have its first Train Exhibit every weekend starting Saturday, June 14th thru Sunday, July 20th. The exhibit will explore the history of the railways through the Town of Haymarket from its conception to its closing.
- The Regency Model Railroad Club will have a model train on display along with railway members on hand to answer questions. A 6 Pipe Pneumatic Train Whistle has been donated by the Harnest Family to the Haymarket Museum and Caboose, it will be on display during the exhibit.

- **Updates:**

- The train exhibit has been extended through July 20th. Original end date was June 29th.
- Exhibit will be advertised in the May, 30th edition of the Bull Run Observer.
- Mentioned at the end of the feature article “When History Arrived by Rail” by John Toler in the June edition of The Haymarket Lifestyle magazine.
- Bob Cohen, train historian and author of “A Trip by Rail in the Shenandoah Valley” will be at the Museum on Saturday, June 21st for a book signing and to answer questions.

Museum Attendance for May 2014

5/3 & 5/4 - 30 visitors

5/10 - 7 visitors

5/17 & 5/18 - 23 visitors



TO: Town of Haymarket Town Council
SUBJECT: Planner's Report
DATE: 06/02/14

- Chick-Fil-A Restaurant with Drive-Thru. Staff has issued first submission comments and is awaiting the Applicant's response. The Applicant has also received ARB approval and submitted construction plans for review. The ARB approval and an approval of the construction plans will be conditioned upon the requisite SUP and amended site plan for the restaurant.
- Sheetz Rebuild. Staff has met with the Applicant to discuss first submission comments. We are awaiting the Applicant's response.
- Haymarket Ice Rink Final Site Plan. The Applicant has submitted the final site plan for review. The configuration of the building has changed. The main entrance has been moved to the east façade. Plans to add an addition above the open bay at the front the building have been eliminated.
- Robinson's Paradise Rezoning. The Applicant has resubmitted a revised plan which substantially changed the layout of the proposed small lot single-family lots. The amended plan will extend the Staff review.
- Zoning Permits. Several permits have been issued for decks within Sherwood Forest and Greenhill Crossing.



TO: Town of Haymarket Town Council
SUBJECT: Police Report
DATE: 06/02/14

ATTACHMENTS:

- April 2014 Stats for Council (PDF)

**Town Police Statistics for
February, March, & April 2014**

Activity	February	March	April	Total
Mileage	2799	3028	5755	11581
Parking Tickets	8	10	11	29
Uniform Traffic Summons	54	70	67	191
Criminal Felony	1	0	3	4
Criminal Misdemeanor	1	9	5	15
Reports	7	14	16	37
Complaints	148	135	210	493
Accidents	1	2	0	3
Hours Worked	704.5	815	1043.9	2563.4

During the month of April 2014 the Haymarket Police Department:

Provided traffic assistance on April 12, 2014 for the annual Earth Day Celebration

**Criminal Stats for April 2014
Haymarket Police Department**

1. Suspicious Person = 10
2. DUI Lookout = 3
3. Citizen Assist = 5
4. Suspicious Vehicles = 8
5. Larceny in Progress = 1 (Shoplifter Sheetz)
6. Alarm Calls = 7
7. Business Check = 1
8. Drugs (Juveniles) = 1
9. Open car door = 1
10. Accidents = 2
11. Traffic Obstruction = 2
12. Motorist Assist = 12
13. Funeral Escort = 1
14. Child Neglect = 2 (Unattended in vehicle)
15. BOL for Reckless = 3
16. Disorderly = 1
17. DIP = 1
18. Weapon Violation = 1
19. Hit and Run = 1
20. Vandalism = 1
21. Larceny = 2
22. Open door on business = 1
23. B & E = 1
24. Assist PWC = 6
25. Assist VSP = 1



Attachment: April 2014 Stats for Council (1884 : Police Report)



TO: Town of Haymarket Town Council
 SUBJECT: Town Manager's Report
 DATE: 06/02/14

Life Insurance Coverage Change:

- Memorandum, Spreadsheet with Comparable quotes/ estimates and Resolution included in packet.

Personnel Policy Amendment:

- Memorandum, amendment and recommendation included in packet.

MDC Follow Up on County Billing:

- Report and recommendation included in packet.

Budget Amendments:

- Town Treasurer will address these Amendments in her report and through an action agenda item.

RFP for Town Center Master Plan:

- I have the RFP for the Engineering and Design for the Town Center Master Plan ready to release.
- After meeting with some companies that had previously proposed work on the back of the Town Hall building and meeting with our Building Official and Public Works Company, we have reached the conclusion that our best solution is to fast track the entire site plan improvements.
- I have provided a recommendation for authorization to advertise the RFP for engineering services for the site plan design of the Town Center Master Plan.
- To expedite the process, I would like to suggest that you allow staff handle the process and bring a recommendation of two proposals back to Council to decide upon.
- Staff will also forward a recommendation to Council for selection.
- The proposals submitted are all public record and the process will be transparent throughout.
- An alternative idea would be to have the Mayor appoint a subcommittee for the selection of an engineering/ consultant firm.

Old Post Office Repairs Needed:

- A little over a month ago, Shannon Sheahan, one of the partners at Washington Street Realty had inquired if we could have someone look at the posts on the Main floor at the office. One of the posts had "warped" severely and they were concerned for the safety of the structure.
- Sherrie Wilson immediately went over to take a look at the post.
- We reached out Loudoun Contracting to have them take a look at the issue from an installation issue and see if it was covered under the warranty. Roy Thillberg did inspect the issue for installation and stated that he had thought that the posts were going to be wrapped but did not seem structurally compromised. In reviewing his contract with the Town it clearly states that the materials were supplied to the contractor. Mr. Thillberg offered his services for a repair.
- Due to the concerns for safety, we had our Building Official come out and inspect the structure for structural integrity. Joe determined that the building was structurally safe; he temporarily placed a load restriction on the upstairs floor to a maximum capacity of 10 people and deemed that the posts should be replaced.
- In the meantime, we also reached out to the Structural Engineer that designed the structural features, Dave Hall of DHR, Inc.

- In Dave Hall's inspection of the property, he deemed the structure to be safe and agreed with the Building Official's assessment. He also recommended that the posts be replaced. His determination, along with our Building Official's is that because "pressure treated wood" was used for the columns, then the columns were painted, the wood has dried out and this has led to the "warping" and cracking. Typically pressure treated lumber is not utilized in interior applications.
- At the time of this report, Dave Hall will be writing a letter describing his findings from his inspection and a scope of work to repair and replace the columns.
- Due to the costs involved, as soon as I have the project scope, I will seek three estimates and bring a recommendation back to the Council for a final decision.
- The tenant has also placed a request for a small rent adjustment for time lost in the office this month while waiting for the structure to be inspected. I can present the request to you in a closed session.

Food Pantry Repairs Update:

- As of this report, ServPro is scheduled to be at the Food Pantry on Tuesday, May 27th and should be completed by Wednesday May 28th for the removal and remediation of the back portion of the Food Pantry.
- We will be having a follow up mold test performed after the work is complete.
- Genesis will be performing the various projects associated with the Structural Engineer's report within the coming weeks.

Upstairs HVAC System in PD:

- The project has been completed.

Asyst Recommendation:

- Report Included.

Bike to Work Day:

- Rainy and cold weather played a factor in the success of Bike to Work Day, but we were happy to co-sponsor the Haymarket Pit Stop at our local Bicycle shop, Haymarket Bicycles.
- We did have several people still stop by the Pit Stop.
- We also had a couple of articles in various local newspapers highlighting the event, along with the Town and the local business sponsoring the Pit Stop.

Vacation:

- I will be away on vacation the week of June 16-20.

ATTACHMENTS:

- PD- MDC Follow Up Report (June 2, 2014) (PDF)
- Letter regarding MDCs from PWC-Mayor (PDF)
- April 2007 MOU - MDC's (PDF)
- Asyst Recommendation June 2, 2014 (PDF)
- RFP- Town Center Master Plan - June 2, 2014 (PDF)

MEMORANDUM

TO: MAYOR AND TOWN COUNCIL

FROM: BRIAN P. HENSHAW, TOWN MANAGER

SUBJECT: MDC FOLLOW UP- COUNTY ANNUAL MAINTENANCE FEES

DATE: 5/23/2014

CC: STAFF

BACKGROUND

In March of this year the Town made the decision to comply with the County and Town's MOU with regard to Mobile Data Computers (MDCs) and their connection to the County's Mobile Data Network. Part of the conditions of the MOU between the Town and County was to upgrade the MDC's when the current MDC's in use are deemed obsolete due to network system advances and technology upgrades. The county addressed this need for the update with a letter on January 16, 2014 to Mayor David Leake. The Town complied with the MOU by purchasing 4 new MDC's through a grant secured by the PD in November of 2013. However another part of this letter raised the issue that the Town had not been paying the annual maintenance fees associated with the MOU from April of 2007. The County stated that they would be invoicing the Town for the maintenance fees for only this fiscal year and provided the estimated fees for Fiscal Year 2015. I have attached the letter for your reference.

Through various contacts and phone calls, I began to research the history of this MOU, the reasoning for the change with regard to the charges and if there was any way to eliminate the charges as been the case in the past. This research led to various phone conversations and meetings with Prince William County staff. I started by reaching out the Thomas Pulaski, Administrative Division Chief, PWC Police to find out the details of what the maintenance was actually for and what services the County was providing our Town's Police Department. It was my understanding from working with Donna Knupp (HPD Administrative Assistant) that the Town's MDC's did not have the same capabilities as the PWC Police Department Officers had on their mobile units with regard to software and applications. I was also reviewing this information with our Town Attorney and the only MOU we had in our possession was not matching the references mentioned in the letter sent in January. As it turned out we were referring to an MOU that was drafted in January of 2007 that dealt with the donation of two MDC's to the Town from the Department of Emergency Services through a Department of Homeland Security Grant. The MOU referenced the requirements and the usage of these units within the County's General Orders. As it turns out, the County later drafted an MOU that defined the responsibilities of the Town and PWC concerning the use of the Mobile Data Network. The Town did not have a copy of this MOU on file. I had drafted a letter to Chief Hudson concerning the discrepancies on March 27th and suggested that the Town and County should revisit the MOU and possibly create a revised MOU.

I reached out to Chief Hudson to schedule a meeting to discuss this issue, as well as Town related issues and a chance to get to know one another. At that meeting, held on April 10th we discussed the various issues associated with the Town's position and used opportunity to remind them that the Town is providing services to both the Town and County, that Town residents are County residents and questioned as to why we were just getting charged this fee when we have never been charged before. The PWC Police informed me that this is the current set up of the departments and that all of the departments are required to pay for the mobile data connection into the PWC Network. This is simply a function of how the county bills their

departments. However, I was also concerned as to why if we are paying the same fee for access to the network, why couldn't our officers have the same capabilities as the PWC Police Department. Contrary to what we were informed, the IT Department informed me that they consider the MDC's ours and we could load whatever we wanted onto them; they just could not guarantee the maintenance on the software or applications if they were not familiar with the software or applications loaded. One such application that could benefit our officers is the TREDs application which allows accident reports to be made at the scene of the accident, opposed to only being able to file reports from our desktops. This would require an internet connection through the county's network, currently unavailable to our officers as a security protocol for the PWC Police Department IT department. At that meeting we began working on a solution for the issue with PWC officials.

The following week on Monday, April 14th I met with Supervisor Pete Candland. During our meeting we discussed this issue as well and he was going to look into the charges and get back to me. On Tuesday, April 15th I met with Javid Elahi, Thomas Pulaski, Tim McCormick and David Jetkiewicz of PWC Police and IT Department to get the final details of what was included in the maintenance, start working on these issues and what they would need from us to be able to allow internet access for our officers. They requested information from us about our VCIN certifications, which currently when our officers access the mobile data network, we are utilizing the county's VCIN operating license, even though the Town has its own. This is just one example of the issues the county and Town have discovered and are working on solving. Many of these issues will be solved when the county transitions to their new system targeted for later this year. Finally, understanding more about the reason for the letter and the charges, I requested that this year's bill be void or significantly lowered due to the fact this charge was not budgeted for this fiscal year. PWC officials understood and stated that they would see what could be done.

I heard back from Thomas Pulsaki on May 6th that they would be lowering our bill for mobile data network access by half for this fiscal year.

RECOMMENDATION

In researching and trying to arrive at the best conclusion for the Town, it has come to my understanding that this is a service that we are paying for through Prince William County. This did prompt the Donna Knupp and me to look into other alternatives to accessing the County's Mobile Data Network. There are third party providers of data access systems for public safety. Currently this is an option that the Town of Dumfries utilizes so there are local options available. We could also set up our own data access network here at the Town. Both of these alternatives involve a large amount of initial set up costs and would require constant upgrades and security measures. Another alternative is simply removing the MDC's from the patrol cars here in the Town. Our officers access the mobile data network through Sprint Air Cards which allow access to the County's "intranet" so that they can receive information from the Prince William County dispatch. Without the MDC's our officers would still be dispatched, but only by radio and would not have access to as much information as provided through their MDC's.

The concern for our residents is are they paying for this service twice, since they are covered by both the Town of Haymarket officers as well as the Prince William County Police and Prince William County assesses a fire and rescue levy within the real estate tax. I would raise the question, could we levy the same tax to cover our costs for the MDC's and replacement on a replacement schedule? However, I would recommend that we not look at this as a tax; I believe it is an encumbrance to the Town; however, this is a service that we are paying for that would not change if we were to pay for the same service through a private third party company. It is in our best interest to make sure that our officers are well equipped and have the same

capabilities as our colleagues on PWC Police force and we are currently working to make that happen. Keeping with PWC as are mobile data network connection provides our officers with the same information that our colleagues have when arriving to a scene that is being covered by both jurisdictions, but also within our own jurisdiction.

I would recommend that we continue to access PWC's mobile data network and provide funding for the services fees within the fiscal budget. I would also recommend that we closely monitor these service fees so that we can make a determination if it would be more cost effective to go to another service carrier or create our own capabilities.



COUNTY OF PRINCE WILLIAM

1 County Complex Court, Prince William, Virginia 22192-9201
 PHONE: (703) 792-6650 FAX: (703) 792-7056

POLICE DEPARTMENT
OFFICE OF THE CHIEF

Stephan M. Hudson
 Chief of Police

January 16, 2014

Mayor David Leake
 Town of Haymarket
 15000 Washington Street
 Suite 100
 P.O. Box 1230
 Haymarket, VA 20169

Dear Mayor Leake:

As you may recall, a Memorandum of Understanding (MOU) between the Board of County Supervisors of Prince William County and the Town of Haymarket was established in 2007 (see attached). The purpose of the MOU was to define responsibilities concerning the use of Police Mobile Data Computers (MDCs) connected to the Prince William County Mobile Data Network.

Pursuant to the MOU for Police MDCs, Section D.2 relating to Technology Upgrades, you are being notified that your MDC equipment has passed its obsolescence date. Accordingly, all MDC equipment will need to be replaced with hardware less than four years old and installed with Prince William County Police Department's standard MDC software image (Microsoft Windows 7 Operating System) no later than March 31, 2014.

MDC systems not meeting these specifications after March 31st, 2014 will be removed from Prince William County network access since they will no longer meet security standards or be supported by the software vendor.

The County inventory shows that the Town is operating the following MDC equipment:

Make/Model	Serial	Asset Tag	Date Purchased
Motorola CF-29	5EKYA20423	P037085	3/5/2007
Motorola CF-29	5EKYA20565	P037086	3/5/2007
Motorola CF-30	9CKYA37888	P044610	11/16/2009
Motorola CF-30	9EKYA53153	P044609	11/16/2009

Additionally, it has come to my attention that annual maintenance fees as outlined in Section E of the MOU mistakenly have not been invoiced to the Town for payment for several years. The attached Fee Schedule outlines the fees for this fiscal year and FY15.



Accordingly, the County's Department of Information and Technology will invoice the Town in the near future for FY14 fees.

Sincerely,



Stephan M. Hudson
Chief of Police

cc: Chief James Roop, Haymarket Police Department

Attachment: Letter regarding MDCs from PWC-Mayor (1848 : Town Manager's Report)



Annual Recurring Fees, No hardware refresh

	FY2014	FY2015*
Wireless Connectivity		
Sprint Monthly Charge (Haymarket pays direct)	\$0.00	\$0.00
Sprint T-1 Charge (1/1000)	\$50.00	\$50.00
PWC Network Connectivity		
Network Connect Fee	\$1,507.00	\$1,474.00
Application Software (license maintenance)		
Mobile Data Browser	\$95.00	\$95.00
Virtual Partner	\$40.50	\$40.50
Mobile Flash (retired CY2013)		
Symantec Anti-Virus		
Mobile Automation		
NetMotion		
Courion		
NetIQ DRA		
PWC Seat Management		
Help Desk		
Desk Side Support	\$563.00	\$622.00
(combined after FY10)		
Annual operating costs per MDC	\$2,255.50	\$2,281.50
Total Annual Operating costs for 4 MDCs	\$9,022.00	\$9,126.00

Total FY10-FY14 Fees Due

* FY2015 Estimate

Attachment: Letter regarding MDCs from PWC-Mayor (1848 : Town Manager's Report)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") made and executed this 4TH day of April, 2007 between the BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, VIRGINIA, (hereinafter the "County"), a political subdivision of the Commonwealth of Virginia, and the Sub-Grantee" TOWN OF HAYMARKET, ("Town"), a political subdivision of the Commonwealth of Virginia.

WITNESSETH

WHEREAS, the purpose of this Agreement is to define responsibilities of the Town of Haymarket ("The Town") and Prince William County ("County") concerning use of Mobile Data Computers (MDC) connected to the Prince William County Mobile Data Network; and

WHEREAS, the Town has entered into all necessary supporting contracts and /or Agreement to effectuate this agreement and will cooperate with any future requirements; and

WHEREAS, the Town understands that entering into this agreement will result in certain recurring annual replacement costs and fees in support of the Mobile Data Computers ("MDC") and that those costs and fees shall be borne entirely by the town;

NOW THEREFORE, pursuant to Section 15.2-1726, VA Code Ann., and for good and valuable consideration as indicated herein, the County and Town hereby agree as follows:

A. Administration

1. The County will administer and maintain all MDC used on the PWC Mobile Data Network;
2. The PWC Police Mobile Data Coordinator will administer all MDCs equipment and installed software for The Town;
3. All software installation and configuration activities for MDC equipment connected to the PWC Mobile Data Network will be performed under the direction of the PWC Police Mobile Data Coordinator, except as specified below;
 - An MDC Local Administrative access account will be provided to a member designated by The Town for the express purpose of installing local printer software;
4. The PWC Police Mobile Data Coordinator will administer all MDC user accounts for Town Police members;

5. Town Police members using the PWC Mobile Data Network will abide by all applicable PWC and PWC Police policies such as the Responsible Use of IT Resources and PWC Security policies;
 6. The Town will ensure that only Sworn, paid Police members operate MDC's connected to the PWC Mobile Data Network;
 7. The Town will notify the PWC Police Mobile Data Coordinator, within 24 hours of a status change, the name of any Town Police member who is rendered ineligible to operate a Town MDC by reason of separation, suspension, or other status change under this agreement. The PWC Police Mobile Data Coordinator will immediately inactivate the member's MDC access account;
 8. Either PWC or The Town can suspend connectivity pending resolution of any issue that may impact the performance or integrity of system;
 9. In the event that Town MDC equipment requires service, the Town will transport the equipment to the PWC Police Mobile Data Coordinator;
 10. PWC Police Mobile Data Coordinator will notify a member designated by The Town of any planned or discovered un-planned interruption of the Mobile Data service.
- B. Virginia Criminal Information Network (VCIN)
1. The Town will ensure that only Police members currently certified by the Virginia State Police for VCIN access operate MDC's connected to the PWC Mobile Data Network;
 2. VCIN regulations prohibit Internet access on equipment connected to VCIN. The PWC Mobile Data Network enforces this prohibition by network policy;
 3. Violation of VCIN policies will result in immediate suspension of connectivity.
- C. Audits
1. At regular intervals, PWC Police conducts audits of mobile data message traffic to ensure member compliance with established use policies. Mobile data message traffic from Town Police members is subject to review during these audits;
 2. If a Town member is identified violating established PWC use policies, the PWC Chief of Police, or designate, will contact the Town Chief and make notification of the violation;

3. The PWC Chief of Police will provide the Town Chief of Police, upon request, audits of Town Police member mobile message traffic;

D. Technology Upgrades

1. To maintain the operational efficiency of the PWC Mobile Data Network, the PWC Police Mobile Data Coordinator regularly updates software on MDC equipment. The Town agrees to accept and install these software updates and to transport MDC equipment to the PWC Police Mobile Data Coordinator for update installation, in instances when updates can not be efficiently transmitted to MDC equipment wirelessly;
2. To maintain the operational efficiency of the PWC Mobile Data Network, PWC has established a 4-year hardware recycle schedule for MDC equipment. The Town agrees to provide the PWC Police Mobile Data Coordinator with the warranty start date for all Town MDC equipment. The Police Mobile Data Coordinator will notify a member designated by The Town when Town MDC equipment has reached a 4-year obsolescence date, at least 90 days in advance of the obsolescence date. No connectivity will be permitted for MDC equipment beyond the equipment obsolescence date. The Town will be responsible for acquiring and funding replacement MDC equipment, specified by the PWC Police Mobile Data Coordinator;

E. Fees

1. Per agreement with the Town of Haymarket, funding for first year start up costs (FY08) will be paid by Prince William County and annual fees for one year (FY09) have been paid by Supervisor Stirrup (RES.07-118)
2. Beginning in FY10 (July 1, 2009) The Town agrees to pay the stated annual fees to continue service.
3. The Town will be invoiced for payment of all such fees; pursuant to a Fee Schedule the terms of which may be at the sole discretion of the County. Fees must be paid 30 days prior to July 1 of each year to continue uninterrupted service.
4. A current fee schedule is attached. Annually, in April, the County will provide the Town of Haymarket an updated Fee Schedule for the upcoming fiscal year.
5. Replacement costs for the MDC units are not included in the fees and must be paid by the Town when replacement is scheduled. (see D 2)

- F. To the extent permitted by law, the Town agrees to save and hold harmless the County, its officers, employees and agents from and for any and all claims, suits, damages, recoveries and liabilities associated with the provision of grant funds and associated support provided by the County to the Town; and
- G. This MOU shall be construed under the laws of the Commonwealth of Virginia; and
- H. All notices given pursuant to or in connection with the MOU shall be given in writing and delivered in person or mailed postage prepaid, to

County: Chief of Police
 Town: Chief of Police

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

BOARD OF COUNTY SUPERVISORS OF
 PRINCE WILLIAM COUNTY, VIRGINIA

[Handwritten Signature]

 Chairman

ATTEST:

[Handwritten Signature]

 Clerk to the Board

TOWN OF HAYMARKET, VIRGINIA

[Handwritten Signature]

ATTEST:

[Handwritten Signature]

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APPROVED AS TO FORM
 COUNTY ATTORNEY
 DATE: 4/4/07

Resolution No. 07-001

MEMORANDUM

TO: MAYOR AND TOWN COUNCIL
FROM: BRIAN P. HENSHAW, TOWN MANAGER
SUBJECT: ASYST SOFTWARE STAFF RECOMMENDATION
DATE: 5/23/2014
CC: STAFF

BACKGROUND

When our Town Treasurer was hired in October 2013, one of the tasks she was assigned to was assessing the municipal accounting software, Asyst. At the time she was going to take the remainder of the year to familiar herself with the program software and be ready to start a trial use at the beginning of the New Year.

Renee started exploring the program software, and her initial assessment of the software was that it had lots of potential, but would require a steep learning curve of anyone who utilizes the program. In January, we began keeping two sets of books, one in Quickbooks that would be the primary accounting system and will be the primary resource used for the annual audit. The second set of books was going to be kept in Asyst to demonstrate its functionality and ease of use. After utilizing and keeping up with both sets of accounts staff met to determine what would be the best direction to recommend to the Town Council to go in. Through this meeting we came up with a Pros and Cons lists about its strengths and weaknesses. This list is below:

Asyst Conversion

<p>PROS</p> <ul style="list-style-type: none"> • Better Real Estate tax records. • Better Budget reports. • Project record spanning fiscal years. • No credit card fee. • Investment already made - no recurring fees? 	<p>CONS</p> <ul style="list-style-type: none"> • Harder to use. • Future hires will have to be trained, additional time and costs. • Accountant's background will probably be required. • Significantly more time consuming - more steps required. • Difficult to modify chart of accounts • Can't print/view J/E transactions after being posted - must keep paper copy • Harder to analyze accounts. • Harder to design custom reports. • There is no audit trail, users are not held accountable. • Harder for CPA firm to audit - they won't know Asyst • Doesn't sync with Payroll Company. • Need Asyst support - additional charges? • "Encumbrance" feature irrelevant for Haymarket
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- Doesn't have Intuit brand recognition and track record
- Yearly improvements not available
- You can't enter Cash Receipts, as one step. You have to enter the Invoice, and then receive payment.

We have determined by redesigning the set up and using a different version of QuickBooks we can generate better reports and meet all of our needs and demands for municipal accounting. We have also contacted our Auditors to verify that they can work with these changes and reports from QuickBooks.

In general, Asyst is a very robust program that has benefits for any jurisdiction; however it provides the Town with more program features than we actually need or would benefit from. Asyst presents a challenge for continuation of services here at the office if ever anyone currently using the program was to leave the Town as it requires a steep learning curve and is not widely used throughout other local jurisdictions. Furthermore, the Intuit program through QuickBooks for payroll processing offers a better long standing history of usage and support, whereas we would not receive support from Asyst and has a shorter track record of effectiveness.

RECOMMENDATION

Although we recognize the investment that was made into the Asyst software, we would recommend to Council that we proceed utilizing QuickBooks for our Municipal Accounting Software as it is universally known, accepted and can be set up to meet our accounting needs.



MEMORANDUM

TO: MAYOR AND TOWN COUNCIL
FROM: BRIAN P. HENSHAW, TOWN MANAGER
SUBJECT: RFP- TOWN CENTER MASTER PLAN
DATE: 5/28/2014
CC: STAFF

BACKGROUND

As we have recently had to deal with another flood here at the Town Center, we have been exploring various options to control the flooding on the backside of the main building here at the Town Center. We have looked at several options ranging from installing sump pumps in strategic locations within the building, digging next to the foundation and installing “French drains” and routing the water away from the structure, to just altering the grades away from the building so that water is no longer draining towards the building. If anyone of these applications is applied solely, the chances are that these solutions do not address the entire issue and only correct the issue of flooding but may create more serious issues elsewhere that we have not anticipated.

Therefore, at this time, it is in our best interest to move forward with the RFP for the entire site plan and design. I have been working on crafting the RFP for the site design and architecture; however, we can drop the architecture and façade improvements out of RFP at this time and only concentrate site plan engineering development, with a concentration on stormwater management and drainage issues. After this work is completed, the Town can then turn their attention to the façade and building improvements after this work is complete. It is a reasonable assumption that if we advertise the RFP the first week in June that we can have the proposals in by mid- July and award the bid at the August meeting. Design and Engineering could possibly be completed and ready to bid by mid- September and construction could begin late September/early October. This is a very rapid pace, however it is possible. The first step would be to release the RFP.

RECOMMENDATION:

I would recommend that the Town Council authorize me to advertise the RFP for the design and engineering work for the Town Center Site Plan.

MOTION:

I move to authorize the Town Manager to advertise the RFP for the Town Center design and engineering of the site plan.



TO: Town of Haymarket Town Council
SUBJECT: Enter into Closed Session
DATE: 06/02/14

The Virginia State Code allows for government entities to enter into closed session discussions for specific purposes outlined in VA §2.2-3711. The Haymarket Town Council will enter into closed session discussions this evening for the following purpose:



TO: Town of Haymarket Town Council
SUBJECT: Certification of Closed Session
DATE: 06/02/14

§ 2.2-3712. Closed meetings procedures; certification of proceedings.

Certification: To the best of each member's knowledge (i) only public business matters lawfully exempted from open meeting requirements under this chapter and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting by the public body.