



TOWN OF HAYMARKET TOWN COUNCIL

REGULAR MEETING ~ AGENDA ~

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

15000 Washington St
Haymarket, VA 20169

Monday, July 2, 2012

7:00 PM

Council Chambers

1. Call to Order

Attendee Name	Present	Absent	Late	Arrived
Councilman Jay Tobias	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Councilman Milt Kenworthy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Councilwoman Mary-Lou Scarbrough	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Mayor David Leake	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Councilwoman Rebecca Bare	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Councilman Steve Aitken	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Councilwoman Katherine Harnest	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

2. Citizen's Time

3. Information Items

- A. Capital Improvements Projects
- B. Master Plan - Town Center Property
- C. Communications Policy

4. Appropriations

- A. HVAC Repairs/Replacement
- B. Old Post Office
- C. Hulfish House
- D. Legal Services - Robert Dively
- E. Budget Appropriations

5. Department Reports

- A. Police Report - James E. Roop
- B. Treasurer's Report - James Naradzay
- C. Building Official's Report - James R. Lowery, Jr.
- D. Town Manager's Report - Gene Swearingen

6. Agenda Items

- A. Haymarket Lodge - Parcel Boundary Adjustment
- B. Policy Development Zoning Permits
- C. Town Center Plot Plan
- D. Zoning Permits
- E. Check Signers
- F. Council Liaison & Vice Mayor Appointments
- G. Closed Session

7. Councilmember Time

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

8. Adjournment



TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: Capital Improvements Projects
DATE: 07/02/12

At the May 8 budget work session the Council identified nine projects/procurements to be completed prior to the end of the year and approved up to \$97,627 to cover the costs.

Attached is a status report for the procurements. All work has either been completed and paid for or has been invoiced as a June payable to be expensed in the current budget year.

ATTACHMENTS:

- 2013 Budget CIP List REVISED by Council 5-8-12 (XLSX)

CIP Projects for Completion in 2012 Budget - Recommended at 5/8/12 Budget Work Session

Project	Estimated Cost	Description	Staff Person Handling	Status: 5/14/12	Low Bid or Quote	Status: 6/4/12	Completion Date	Final Cost
1 Telephone System	\$ 4,000.00	Replace the wireless system in town hall for more flexibility and security	Gene	Three bids received and reviewed. Falcon Systems selected (added a 6th phone to the quote).	\$ 2,964	Installed	6/7/2012	\$ 2,964
2 Replace Quickbooks	\$ 12,000.00	Need for a financial system that complies with governmental accounting requirements	Gene, Jen, James	Low bid from USTI - cost includes first year support	\$ 11,136	Invoice paid.		\$ 11,136
3 Fireproof File cabinets (2)	\$ 4,000.00	Complete the replacement of old cabinets to improve the security of Town files	Sherrie	On order. Includes delivery and set-up.	\$ 3,358	Delivered and paid.	6/1/2012	\$ 3,358
4 Computer work stations	\$ 3,500.00	Town Hall: Three additional stations to be shared by contractors and/or a part-time admin position.	Jen	Getting cost information on CAD Software for one of the work stations	\$ 1,860	Installed and paid.	6/1/2012	\$ 1,860
5 Police Radios	\$ 47,000.00	Required as part of the upgrade of the new PWC communications system	Gene, DPC Breeden	5/23 Order placed with Motorola Solutions Inc. Requested expedited delivery.	\$ 46,314	Installed and paid	6/22/2012	\$ 46,314

Attachment: 2013 Budget CIP List REVISED by Council 5-8-12 (1054 : Capital Improvements Projects)

6	Website Upgrade	\$ 7,500.00	Upgrade to a Content Management System that will allow us to add and update web pages more easily, add video and audio to the web, and provide more user tools	Sherrie	Vendor selected.	\$ 7,195	Invoiced in June		\$ 7,195
7	Museum Display Tables		HOLD FOR NEW MUSEUM MANAGER'S SUGGESTION. PC suggests using Proffer funding from Alexandra's Keep for the tables.		On Hold				
8	Renovate Town Hall Upstairs bathrooms	\$ 8,000.00	The bathrooms for the rental area on the second floor of the town hall are in need of upgrading due to the increase in usage.	Jen	Received three bids. Contractor selected	\$ 8,800	Complete, inspected and paid	6/9/2012	\$ 8,800
9	Water and Sewer Connections to Police Building and Food Pantry Building	\$ 15,000.00	MOVED FROM 2013 LIST. Plumbing estimates being obtained	Pam Stutz	Cancelled				
10	Town Decorations and American Flags	\$ 20,000.00	ADDED AT BUDGET WORK SESSION	ARB	Banners, flags and Wreaths	\$ 16,000	Invoiced in June		\$ 16,000
Total:		\$ 121,000.00				\$ 97,627			\$ 97,627



TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: Master Plan - Town Center
DATE: 07/02/12

The Town Council had requested staff to obtain proposals for a master plan for the Town Center Property. To-date, we have received five proposals. These proposals are for information purposes this evening; the matter will be scheduled for the August Town Council agenda.

ATTACHMENTS:

- Anderson Proposal (PDF)
- Burgess & Niple (PDF)
- J2E-TH1201- Town Hall Master Plan (PDF)
- Town Center Plan Kimley Horn 3 13 12 (PDF)
- Rinker Haymarket Towncentre Master Plan (PDF)

March 28, 2012

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

Re: Haymarket Office Master Planning
Haymarket, VA
JN 29946.99

Dear Mr. Swearingen and Selection Committee Members:

Thank you for the privilege of presenting our team qualifications in response to the verbal RFP for Master Planning work for the Town of Haymarket Town Hall property. In this submittal we would like to introduce our team and share our credentials, explain how we aim to work together with the Town to successfully deliver this project, and to leave no doubt in your mind that you need look no further for the respondent of choice for this important Town project.

Our team is led by Anderson & Associates, Inc. (A&A), and every member is award winning in their own right. They are:

Anderson & Associates, Inc. (A&A) www.andassoc.com –
Civil design, surveying, and overall project management

Frazier Associates www.frazierassociates.com –
Architectural and streetscaping services

Each of our team members has roots in the Commonwealth and is committed to working with the Town of Haymarket. Our team members all have experience working with similar size towns and cities, such as the Towns of Blacksburg, Dumfries, Strasburg, and Purcellville, as well as the Cities of Radford and Staunton. The team collectively has worked with over 50 municipalities in the Commonwealth of Virginia to identify problems and prepare corrective solutions that are on time and on budget.


Based on preliminary discussions with Town staff, current issues with the preliminary goals for the project are understood. Some of these potential issues include, but are not limited to, the tenant usage of the property, Town Office and public space, traffic impact on the surrounding roads and sidewalks, and grading and drainage. Our team will work with Town staff and other stakeholders to turn these identified issues into solutions rather than problems, by working on the most cost effective solutions possible.

We are poised and ready to begin working with you on the Master Planning project and subsequent future projects issued thereafter. We look forward to being of service to the Town of Haymarket!

Thank you for your consideration of the proposal.

Sincerely,

ANDERSON & ASSOCIATES, INC.



R. A. "Chip" Worley, Jr., PE
President



Mark G. Gundersen
Project Manager

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An Employee-Owned Company

7722 Main Street, Middletown, VA 22645 (540) 869-2501 (800) 453-7885 fax www.andassoc.com
Blacksburg & Middletown, Virginia • Greensboro, North Carolina • Beckley, West Virginia

Packet Pg. 7

Attachment: Anderson Proposal (1059 : Master Plan - Town Center)

March 28, 2012

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

Re: Haymarket Office Master Planning
Haymarket, VA
JN 29946.99

Dear Mr. Swearingen:

Thank you for the opportunity to propose on the master planning work for the Town of Haymarket Town Hall property. The employee owners of Anderson & Associates, Inc. (A&A) are pleased to submit this proposal for professional site civil engineering services for your consideration.

A. Scope of Services

Our understanding of the project is based on the following information:

- It is our understanding that the master planning is for approximately 1.5 acres of Town property. No other portions of the Town or Town property will be incorporated with this proposal.
- It is understood that the Town property has had a previous redevelopment plan prepared by a third party developer. The developer has not moved forward with the purchase of the Town property or the redevelopment of the property.
- The Town would like to tie in the improvements that have been made with the TE-21 application and redevelopment that has happened within the Town.
- The Town offices currently have four structures on the property, and have multiple tenants that have different needs and requirements.
- The Town would like to achieve a sense of place with the Town property at the center of town.
- A&A will be working with Frazier Architects (Architect) as a partner in completing the master planning for the Town of Haymarket (Client). The property under consideration will be referred to as "Town property" hence forth.
- Topography will be provided from VGIN sources provided by the Town of Haymarket and/or Prince William County, VA

Based on the above assumptions and our present knowledge of the project, we propose the following:

1. Master Planning (\$3,160)

Anderson & Associates will work with the design team and participate in team meeting(s) (as indicated in the scope) to engage in the master planning process, to identify and evaluate the Town property. This phase will include the following services:

1.1 Review Plans and Regulations

Upon acceptance of the proposal, the Client, will provide A&A with copies of permits, site plans, zoning maps, easements, and any additional pertinent information to the Town property.

A&A will review the existing information and determine the site constraints and look at potential improvements. This information will be incorporated into the Technical Memorandum, which is the finished product of the planning effort.

1.2 Evaluate Existing Infrastructure

A&A will use the information obtained by the Client and utility companies to review the location of the underground utilities. This information will be mapped horizontally based on the information provided (not for construction) to show the limitations of existing and future site use.

1.3 Stormwater Management Evaluation

A&A will use the information provided by the Client to review the location of the underground storm network. This information will be mapped horizontally based on the information provided (not for construction) to show the limitations of existing and future site use. A&A will look at the existing storm sewer computations to determine the capacity of the storm sewer. A&A will also look at how the current site and the proposed conditions will affect the Chesapeake Bay Regulations.

1.4 ADA Evaluation

A&A will perform a preliminary evaluation of the existing site conditions (entrances to buildings) of the Town facilities for compliance with ADA requirements for evaluation and study purposes. The Client will set up an appointment for A&A to visit the Town property once to make visual observations and document the existing site conditions.

1.5 Landscape and Buffer Evaluation

A&A will perform an evaluation of the existing buffer and landscape conditions. A&A will visit the Town property once to make visual observations and document the existing site conditions to verify the landscape and buffer conditions. A&A will not document the individual species of trees onsite (only note deciduous or evergreen).

1.6 Technical Memorandum and Conceptual Layout

A technical memorandum will be prepared summarizing the findings and proposed recommendations. The technical memorandum will be provided to the Client and Architect in an electronic format for review and concurrence.

2. Meetings (\$1,420)

2.1 Kick-Off Meeting

A&A will attend one (1) kick-off meeting with the Client. It is assumed that this meeting will take place at the Town office.

2.2 Tenant Meeting

At the kick-off meeting, it is assumed that a meeting will be scheduled with the tenants of the Town property. A&A will attend the meeting and obtain information pertinent to the master planning process.

2.3 Town Council Meeting

A&A will attend one (1) Town council meeting to explain the findings and address questions concerning the findings and recommendations.

3. Funding (\$420)

A&A will assist the Client in reviewing funding sources for up to two (2) months (starting at the end of the approval of the master plan) to complete projects that are recommended in the Master planning process.

TOTAL FEES OF ANDERSON & ASSOCIATES INC: (\$5,000)



TO: Gene Swearingen, Town Manager,
Town of Haymarket

SUBJECT: Haymarket Town Center Master Plan

DATE: April 12, 2012

INTRODUCTION

The following phases and tasks outline a process to create a Town Center Master Plan for Haymarket, Virginia. The 1.5 acre site contains the Town Hall, the former post office, the former Hulfish House, and a residence that is now being used for a daycare center. The process assumes that we would work with the Town Manager, Town Council, tenants on site and interested citizens to create this plan.

Project goals would be developed with the Town but might include the following:

- Improve connections within study area and to surrounding streets and neighborhoods
- Build on the existing ISTEA funded streetscape improvements
- Create a new building façade for the Town Hall and possibly for the daycare center
- Enhance existing Town Hall Green for a variety of community activities
- Ensure that physical improvements are appropriate to character of area and that they help create an established new Town Center
- Phase improvements as needed depending on project budget and available funds

Benefits of creating a new Town Center Master Plan might include the following:

- Share a new vision for the community
- Demonstrate a concrete commitment to the community
- Improve quality of life for entire community



Attachment: Anderson Proposal (1059 : Master Plan - Town Center)

- Help spur private investment in surrounding area
- Enhance the appearance & image of study area
- Improve functioning of study area
- Help preserve historic buildings
- Help improve existing businesses
- Improve property values for building owners
- Help recruit new businesses for underutilized buildings
- Improve property tax base
- Increase potential for new jobs
- Help increase sales tax revenue
- Increase tourism potential
- Reinforce any current investment in other town projects
- Strengthen the community's identity and image
- Improve community pride

PHASE I: DATA GATHERING ANALYSIS (\$3,980)

- A. Attend a kick-off meeting with Town representatives and on-site tenants to review work plan, project goals, tour site and discuss issues that need to be addressed in the plan. Photograph study area.
- B. Gather any previous planning studies, maps, pertinent sections of comprehensive plan, zoning ordinance that relate to the site.
- C. Gather and review historical information to determine potential historic designations and potential for use of rehabilitation tax credits.
- D. Create a base map of study area with engineers and note problems and opportunities and strengths and weaknesses. Include items such as traffic patterns, parking, pedestrian circulation, topography, architectural character, utilities, lighting, landscaping, public spaces, entryways, and public and private signs.

PHASE II: DEVELOP DRAFT & FINAL PLAN (\$10,700)

- A. Based on the analysis in Phase I, prepare an outline of potential projects and strategies to enhance the Town Center of Haymarket. These projects would be represented on a 3-D SketchUp graphic showing all buildings and the site. The plan would include a phased priority list of project areas with descriptions of proposed improvements and project costs for each phase. Specific designs would be provided for the Town Hall and daycare center façades along with a conceptual site plan to improve the Green in front of Town Hall. Potential funding sources would be identified as well.

- B. The draft plan would be presented to the Town Council in a PowerPoint format for review and comment.
- C. The plan would be edited and laid out in a colorized report with maps, graphics, photos and schematic designs along with phasing and budgets and submitted to the Town.

TOTAL FEES OF FRAZIER ASSOCIATES INCLUDING ALL EXPENSES: (\$14,680)





FRAZIER
ASSOCIATES

FIRM PROFILE



When we first opened our doors in 1986, our mission was to strengthen Virginia's historic communities through design. Frazier Associates has since grown to be a full-service architecture and planning firm in central Virginia. Downtown revitalization, historic preservation, urban infill and community planning continue to be hallmarks of our firm though the scope of our projects has greatly expanded. Community wayfinding signage and corridor planning are outgrowths of our original project base.

While Frazier Associates' reputation was founded on our historic preservation and adaptive use projects, we often design for new construction projects that are responsive to community character. The firm also specializes in design guidelines and streetscape plans. A history of award-winning projects, national media coverage, and a large repeat client base serve as a testament to the quality of our designs and the level of our services. In the past two decades, the firm has worked on projects in a dozen states and in over 100 Virginia communities.

Over the years, the firm has recruited an experienced team of architects, historic architects, planners, historians, interior designers and graphic designers who share the founding principals' commitment to contextual design. In addition, the firm works with a variety of engineers, landscape architects and cost estimators in the region in order to best tailor a team for a specific project. Staff members are professionally registered with American Institute of Architects (AIA), the American Institute of Certified Planners (AICP), the Society for Environmental Graphic Design (SEGD), and are certified by the National Park Service to work on historic projects. Additionally, several staff members have earned LEED (Leadership in Energy and Environmental Design) accreditation as administered by the U.S. Green Building Council. The firm is organized as a corporation and is a certified Small Business and Woman-Owned Business (SBE & WBE).





FRAZIER
ASSOCIATES

COMMUNITY DESIGN & REVITALIZATION

Downtowns and neighborhoods have always played an essential role in defining any community. Unfortunately, for several generations many localities forgot the strength of their architectural and urban design roots and tried to revitalize their downtown by modernizing their image. These renewal projects often neglected the distinctive physical character of their existing community in favor of attempting to transplant the auto-oriented designs of their commercial corridors to their downtown.

Our office has a long standing relationship with the National Main Street Center (NMSC); we have participated on national resource teams and assisted 31 communities in Virginia alone. We are committed to the successful four-point approach of the NMSC which includes organization, promotion, design, and economic restructuring. In addition, Frazier Associates produced the nationally distributed monograph and slide presentation *Public Improvements on Main Street* for the National Trust for Historic Preservation.

Whether it is a facade improvement program, a streetscape or corridor enhancement plan, design guidelines, or design review, many downtowns have tremendous potential to take advantage of their strengths in today's marketplace. Increasingly, communities throughout the nation are realizing that the implementation of a variety of small projects based on an overall consistent theme can provide the impetus for the economic rebirth of their central business district.

Frazier Associates looks forward to assisting communities that want to help themselves. We are committed to excellence and believe that a quality product is achieved only by clear communication and in partnership with the communities in which we work. Our experience and flexible approach enable us to customize solutions to meet the client's needs. We take pride in delivering top-quality end products, whether effective presentation materials or clearly written documents. A particular strength is in developing computer graphics to illustrate planning and revitalization concepts.

Our products include:

- Design guidelines
- Urban design
- Downtown revitalization plans
- Facade improvement programs
- Gateway & corridor design
- Streetscape studies and design
- Zoning analysis and recommendations
- Sign ordinances
- Wayfinding signage programs
- Architectural review board training
- Historic district ordinances
- Strategic planning
- Identification of funding sources
- Historic district studies and designations
- Application assistance (TEA-21, CDBG, etc.)
- Facilitation of meetings/consensus building
- Research/special projects



FRAZIER
ASSOCIATES

COMMUNITY DESIGN & REVITALIZATION

Representative Projects

VIRGINIA MAIN STREET PROGRAM

Abingdon	Elkton	Luray	Richmond
Altavista	Emporia	Lynchburg	Rocky Mount
Bedford	Farmville	Manassas	South Boston
Berryville	Franklin	Marion	Staunton
Blackstone	Fredericksburg	Martinsville	St. Paul
Bristol	Galax	Orange	Suffolk
Clifton Forge	Harrisonburg	Petersburg	Warrenton
Culpeper	Herndon	Pulaski	Waynesboro
Danville	Lexington	Radford	Winchester

STREETSCAPE PLANS

Alberta, Virginia	Harrisonburg, Virginia
Bridgewater, Virginia	Kenbridge, Virginia
Brookneal, Virginia	Staunton, Virginia
Clifton Forge, Virginia	Walks of Westover, Richmond, Virginia
Elkton, Virginia	

DOWNTOWN PLANS

Bel Air, Maryland	Urban Design Plan, Martinsburg, West Virginia
Harrisonburg, Virginia	Urban Design Plan with Whitney, Bailey, Cox & Magnani, Suffolk, Virginia
Luray, Virginia	Downtown Housing Study Cumberland, MD
Warsaw, Virginia	Herndon Downtown Plan with UDA, Herndon, Virginia
Waynesboro, Virginia	

FACADE IMPROVEMENT PROGRAMS

Bridgewater, Virginia	Roanoke, Virginia
Brookneal, Virginia	Henrico County, Virginia
Dillwyn, Virginia	Lawrenceville, Virginia

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS

Altavista, Virginia	Dillwyn, Virginia
Bedford, Virginia	Ferrum Downtown, Franklin County, Virginia
Brookneal, Virginia	Kenbridge, Virginia
Chase City, Virginia	Lawrenceville, Virginia
Clarksville, Virginia	Madison, Virginia
Culpeper, Virginia	Shenandoah, Virginia

CORRIDOR IMPROVEMENT

Commercial Corridor Public Improvement Plan, Ferndale, Maryland	Rt. 58 Corridor Design Guidelines, Suffolk, Virginia
Corridor Improvement Program, Fairfax County, Virginia	Gateway and Corridor Design Manual Portsmouth, Virginia
East Nelson Street Corridor Improvements, Lexington, Virginia	

OTHER PLANNING PROJECTS

Gloucester Village Revitalization Plan, Gloucester, Virginia	Richmond Lakeside Enhancement Plan, Richmond, Virginia
Courtyard Regional Heritage Tourism Program with Hammer, Siler, George Associates, Appalachia, Virginia	Shockoe Bottom Land Use & Development Strategy, Richmond, Virginia

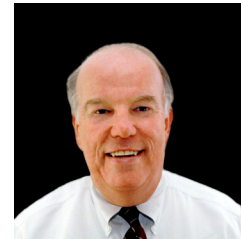


FRAZIER
ASSOCIATES

WILLIAM T. FRAZIER, AICP
Principal

REGISTRATION

Certified Planner, American Institute of Certified Planners,
#011393
Architectural Historian per U.S. Department of the Interior,
#36CFR61



EDUCATION

University of Virginia, Master of Architectural History, 1976
University of Virginia, Master of Planning, 1974
University of Virginia, Bachelor of Arts: Political Science, 1972

PROFESSIONAL & CIVIC ACTIVITIES

R.R. Smith Center for History & Art: Staunton Architecture Exhibit Committee Chair, 2007
American Shakespeare Center, Globe II Planning Committee, 2007
Staunton Downtown Development Association, Board of Directors, 2002-2005
Historic Staunton Foundation, Board of Directors, 1994-2000; President, 1995-1997
Virginia Downtown Development Association, Board of Directors, 1980-1991
Preservation Action, Board of Directors, 1989-1993
Woodrow Wilson Birthplace Foundation, Board of Trustees, Executive Committee, 1988-1994

MEMBERSHIPS

The American Planning Association	The National Alliance of Preservation
The American Institute of Certified Planners	Commissions
The Association for Preservation Technology	The National Main Street Center Network
APVA: Preservation Virginia	The National Trust for Historic Preservation
The Congress for New Urbanism	Preservation Action
The Institute of Classical Architecture	

REPRESENTATIVE EXPERIENCE

A managing principal and co-founder of Frazier Associates, Bill's area of specialty is in urban planning with an emphasis on preservation planning, design guidelines, historic district ordinances, architectural review board training, corridor studies, and streetscape design. Bill also has a Masters in Architectural History, and has spent more than 30 years integrating his community revitalization expertise with his background in historic preservation. He is a recipient of a research grant from the James Marston Fitch Charitable Trust of New York to conduct an evaluation of existing historic district guidelines in Virginia communities. The results of this study were published in Forum, the Journal of the National Trust for Historic Preservation, and by Preservation Alliance of Virginia. Bill is the author of Virginia Preservation Basics, commissioned by the Preservation Alliance of Virginia. His most recent recognition was an Honors Award from the Virginia Society of the American Institute of Architecture for contribution to the field of historic preservation at the state and national level. In 2009, Bill was appointed by Governor Timothy Kaine to the Fort Monroe Historic Preservation Advisory Group. Bill has 37 years of experience in his profession.

WILLIAM T. FRAZIER, AICP

Principal, cont.

Selected planning projects include:

DESIGN GUIDELINES

- Virginia Historic District Design Guidelines Research Project, James Marston Fitch Charitable Fund Research Grant
- Appleton Commercial Corridor Design Guidelines, Appleton, WI
- Neighborhood Design Guidelines, Arlington County, VA
- Maywood Design Guidelines, Arlington County, VA
- Downtown Plan and Historic Design Guidelines, Augusta, GA
- Bethlehem Design Guidelines, Augusta, GA
- Summerville Design Guidelines, Augusta, GA
- Augusta County Design Principles, Augusta County, VA
- Cary Design Guidelines, Cary, NC
- Entrance Corridor Design Guidelines, Charlottesville, VA
- Historic District Design Guidelines, Charlottesville, VA
- Fort Wood and Battery Place Historic District Guidelines, Chattanooga, TN
- Collierville Design Guidelines, Collierville, TN
- Fairfax Design Guidelines, Fairfax, VA
- Falls Church Community Design Guidelines, Falls Church, VA
- Hanover County Courthouse Historic Guidelines, Hanover County, VA
- Henrico County Homeowners Enhancement Guide, Henrico County, VA
- Herndon Design Guidelines, Herndon, VA
- Belhaven Historic District Design Guidelines, Jackson, MS
- Leesburg Historic District Guidelines, Leesburg, VA
- Goose Creek Design Guidelines, Loudoun County, VA
- Waterford Design Guidelines, Loudoun County, VA
- Lynchburg Design Guidelines, Lynchburg, VA
- Manassas Design Guidelines and Commercial Infill Guidelines, Manassas, VA
- Mentor Citywide Design Guidelines, Mentor, OH
- Petersburg Historic District Guidelines, Petersburg, VA
- Portsmouth Design Guidelines, Portsmouth, VA
- Pulaski Design Guidelines, Pulaski, VA
- Corridor and Historic District Design Guidelines, Smithfield, VA
- Falmouth Historic District Design Guidelines, Stafford County, VA
- Historic District Design Guidelines and Streetscape Plan, Staunton, VA
- Hall Place Design Guidelines, Suffolk, VA
- Suffolk Design Guidelines, Suffolk, VA
- Winchester Historic Design Guidelines, Winchester, VA

MASTER PLANS, URBAN DESIGN PLANS, PRESERVATIONS PLANS

- St. Paul's Church, Augusta, GA
- Bel Air Downtown Plan, Bel Air, MD
- Mixed-Use Development Master Plan in Old Town Historic District, Fairfax, VA
- Village Master Plan, Gloucester, VA
- Preservation Element of Comprehensive Plan, Havre de Grace, MD
- Herndon Downtown Master Plan with Urban Design Associates, Herndon, VA
- Urban Design Plan, Martinsburg, WV
- Design Review Strategy and Preservation Program Evaluation, Portsmouth, VA
- Shockoe Bottom Land Use & Development Strategy Preservation Plan, Richmond, VA
- Western State Redevelopment Plan for Miller Associates in association with EDAAW, Staunton, VA
- Globe Theatre Master Plan, Staunton, VA
- Woodrow Wilson Presidential Library, Staunton, VA
- Downtown Urban Design Plan, Suffolk, VA

OTHER PLANS, GUIDELINES AND PUBLICATIONS

- Chevy Chase Historic District Signage, Chevy Chase, MD
- National Main Street Center Publication and Slide Show "Public Improvements on Main St."
- Historic Preservation Ordinance, Staunton, VA
- Historic Preservation Ordinance, South Boston, VA

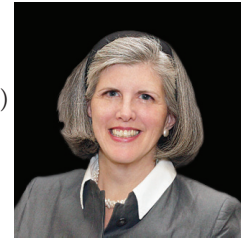


FRAZIER
ASSOCIATES

KATHLEEN O. FRAZIER, AIA
Principal

REGISTRATION

Registered Architect, Commonwealth of Virginia; #0401-010068
Historical Architect (as per U. S. Department of Interior, 36 CFR 61)



EDUCATION

University of Virginia, Bachelor of Science, Architecture, 1978

PROFESSIONAL & CIVIC ACTIVITIES

Commonwealth of Virginia Art and Architecture Review Board, 2006-2010, 2010-2014

Garden Club of Virginia Restoration Committee, 2011-2016

Board of Directors, Virginia Downtown Development Association, 1998-2000

Board of Directors, Preservation Alliance of Virginia, 1990-1991

Board of Directors, Historic Staunton Foundation, Staunton, VA, 1989-1992,
President, 1990-1992

Board of Directors, The Augusta Garden Club, 2000-2002

Board of Directors, Hunter McGuire School, 2002-2005

Vestry, Trinity Church, Staunton, VA, 2001-2004

Design Committee, Staunton Downtown Development Association

MEMBERSHIP

The American Institute of Architects

The Institute of Classical Architecture

The Association for Preservation Technology

The National Main Street Center Network

APVA Preservation Virginia

The National Trust for Historic Preservation

REPRESENTATIVE EXPERIENCE

Kathy is a founding member of the firm and is the Principal-in-Charge of architectural projects. She has extensive experience in historic preservation and community redevelopment projects including adaptive reuse, facade rehabilitation, streetscape and corridor design, as well as town-wide signage and wayfinding programs. She currently oversees the design services for the Virginia Main Street Program, an affiliate of the National Trust for Historic Preservation's National Main Street Center.

Kathy is familiar with CDBG, SAFETEA-LU, TEA-21, CIG, and historic tax credit funding mechanisms. Her projects have won numerous awards, including those from the American Institute of Architects (AIA), the Preservation Alliance of Virginia (PAV), and the Association for the Preservation of Virginia Antiquities (APVA.) Her projects have also been featured in publications such as Southern Living, Virginia Living, Traditional Building, and Urban Land Magazine. Kathy has been recognized with the Distinguished Service Award from the Virginia Main Street Program. She has also been re-appointed by Governor Bob McDonnell to serve on the Virginia Art and Architectural Review Board for a second term.

KATHLEEN O. FRAZIER, AIA

Principal, cont.

Selected project experience includes:

- Virginia Main Street Program
Design Assistance Term Contract, Statewide
(Approximately 1,700 projects in 30 communities)

HISTORIC REHABILITATION

- Albemarle Hotel, Charlottesville, VA
- Alleghany Building, Clifton Forge, VA
- Alpine Farm, Botetourt County, VA
- American Hotel, Staunton, VA
- Community Bank, Buena Vista, VA
- Dandridge Building, Staunton, VA
- Draper House, Fairfax, VA
- Erskine Warehouse, Staunton, VA
- Hampton Inn at Col Alto, Lexington, VA
- Lewis Jones Knitting Mill, Winchester, VA
- Miller's House, Lexington, VA
- Old Y Lofts, Staunton, VA
- Patuxent Research Refuge, Laurel, MD
- Paxton House, Buena Vista, VA
- Post Hospital, Virginia Military Institute, Lexington, VA
- R.R. Smith Center for History and Art, Staunton, VA
- Stuart House, Staunton, VA
- Sunnyside House, Lexington, VA
- Union Bus Terminal Building, Staunton, VA
- University of Virginia, Charlottesville, VA
Old Cabell Hall Garrett Hall
- Virginia School for the Deaf and the Blind, Staunton, VA

NEW CONSTRUCTION, FEASIBILITY STUDIES AND MASTER PLANS

- Arcadia Building Feasibility Study, Staunton
Performing Arts Center, Staunton, VA
- Augusta County Government Center
Augusta County Service Authority, Verona, VA
- Lexington Parking Garage Feasibility Study, Lexington, VA

- Mary Baldwin College, Spencer Lounge, Staunton, VA
- New Street Parking Garage, Staunton, VA
- River City Center, Danville, VA
- Town and Country Shopping Center, Albemarle County, VA
- Virginia Department of Transportation Residency Building, Lexington, VA
- Woodrow Wilson Presidential Library, Staunton, VA

STREETSCAPE, FACADE DESIGN AND DOWNTOWN REVITALIZATION

- Mixed-Use Redevelopment Master Plan, Old Town Fairfax, VA
- East Nelson Corridor Renewal, Lexington, VA
- Ferrum Community Revitalization Plan, Franklin County, VA
- Radford Market Study & Revitalization Plan, Radford, VA
- Sandston Corridor Study, Henrico County, VA
- Downtown Revitalization Plans
Altavista, VA Brookneal, VA
Culpeper, VA Harrisonburg, VA
Kenbridge, VA Luray, VA
Waynesboro, VA
- Facade Improvement Programs
Route One Fairfax County, VA
Dillwyn, VA Franklin, VA
Roanoke, VA
- Streetscape Plans
Alberta, VA Clifton Forge, VA
Staunton, VA

DESIGN GUIDELINES

- Brookneal, VA
- Design Guidelines, Cary, NC
- Hall Place Historic Residential Design Guidelines, Suffolk, VA



FRAZIER
ASSOCIATES

SUSAN V. LANCASTER

Architectural Designer

EDUCATION

Virginia Polytechnical Institute & State University,
Blacksburg, VA, Master of Architecture, 1996

Virginia Tech European Studies Program, Spring 1993

Northern Illinois University, DeKalb, IL, Bachelor of Fine Arts, 1991



HONORS

American Institute of Architects (AIA) Student Award, 1992

Dean's Award and Commencement Speaker, Northern Illinois University, 1991

Merit Award - Emblem and Logo Design, National Speleological Society, 1995

REPRESENTATIVE EXPERIENCE

Susan has a depth of experience in all aspects of architectural projects, including design, project management, and production of construction documents. Although cross-trained in a variety of project types, she has developed a specialty in historic architecture and facade improvement especially as it relates to revitalization of historic districts, downtown commercial districts and commercial corridors. Susan utilizes Google SketchUp software to create 3-D models which enhance the graphics of rehabilitation and revitalization projects both residential and commercial. She also creates facade designs for the Virginia Main Street Program as well as other localities.

Susan also lends her expertise to our wayfinding design group, which creates directional signage for towns and cities. Her design experience is also featured in computer renderings for design guidelines projects. Susan has been with Frazier Associates since 1999.

Selected project experience includes:

FACADE DESIGN

- Virginia Main Street Program, Design Assistance Term Contract, Statewide, VA,
- Facade Design in the following communities:
 Alberta, VA Culpeper, VA
 Henrico, VA Kenbridge, VA
 Lexington, VA Shenandoah, VA
 Lampe Development, Richmond, VA
- Shenandoah Valley Art Center, Waynesboro, VA

CONSTRUCTION DOCUMENTS

- Historic Triangle Regional Wayfinding System, Williamsburg, Jamestown, Yorktown VA
- Wayfinding Signage Systems in the following communities:
 Bedford, VA Bennettsville, SC
 Blacksburg, VA Culpeper, VA
 Tybee Island, GA

CAD, MEASURED DRAWINGS, AND/OR COMPUTER RENDERINGS

- American Hotel, Staunton, VA
- Community Bank, Buena Vista, VA
- Five Historic Neighborhood Design Guidelines, Portsmouth, VA
- University of Virginia, Charlottesville, VA
 Old Cabell Hall Garrett Hall
- Henrico Homeowner's Enhancement Guide, Henrico VA
- Loudoun County Historic District Design Guidelines, Loudoun County, VA
- R.R. Smith Center for History & Art, Staunton, VA
- Staunton Performing Arts Center - Arcadia Building, Staunton, VA
- Sunnyside House Rehabilitation, Lexington, VA
- Town and Country Shopping Center, Albemarle County, VA



FRAZIER
ASSOCIATES

Type:

New Construction
Shopping Center

Size:

12,800 square feet

TOWN AND COUNTRY SHOPPING CENTER

Charlottesville, Virginia



A private investor retained Frazier Associates to provide a feasibility study and schematic design for a shopping center on a vacant lot in Albemarle County. Located on Pantops Mountain east of the City of Charlottesville, the proposed design provides up to eight storefronts and approximately 12,800 square feet of retail and support space. The building design has been reviewed by the Architectural Review Board as has a preliminary site plan completed in conjunction with Balzer and Associates.

The SketchUp renderings seen here were used as a cost-effective graphic representation of the proposed development. The topography was taken into account to show how the new building worked with its setting. Signage, both on the building itself and a freestanding monument sign for the complex were also shown.



Reference

Peter Wray
TAP Investments
2903 Augusta Street
Staunton, VA 24401
(540) 885-5181

Attachment: Anderson Proposal (1059 : Master Plan - Town Center)



FRAZIER ASSOCIATES

Type:

Full-Service Design Assistance Program

Size:

2,400 + projects to date



Winner of the 2001 Katherine Glaize Rockwood Distinguished Preservation Award from the Preservation Alliance of Virginia

VIRGINIA MAIN STREET PROGRAM

Locations Statewide



The before and after images of this Main Street building are representative of the impact of Virginia Main Street design services.

In 1985, the Commonwealth of Virginia initiated a statewide community revitalization program in cooperation with the National Main Street Center of the National Trust for Historic Preservation. The state realized that Virginia's downtowns are the heart of our communities and that a proactive approach to their revitalization was the best way to maintain and strengthen the core of the community.

As architects for the program, Frazier Associates provides design training and workshops for communities as well as facade design services for property owners. In addition, Frazier Associates has participated in various resource teams for each new Main Street community and helped create design plans for each participating town. Since the program's inception, Frazier Associates has provided design services to 37 participating communities.

Reference

Jeff Sadler

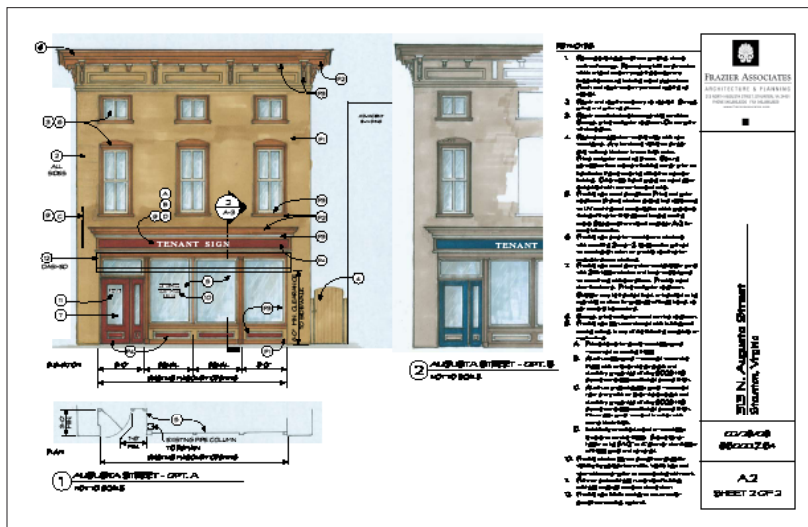
State Coordinator

The Virginia Main Street Program

Virginia Department of Housing and Community Development

600 E. Main Street, Ste. 300 Richmond, VA 23219

(804) 371-7040



The hand-drawn and colored facade rendering above uses numbered keynotes to provide instructions for the rehabilitation of the building pictured above. A second color scheme is also represented.

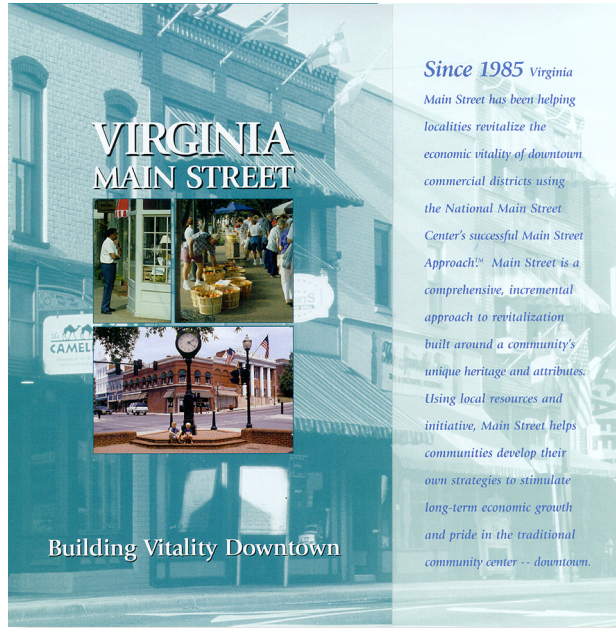
Attachment: Anderson Proposal (1059 : Master Plan - Town Center)



FRAZIER
ASSOCIATES

VIRGINIA MAIN STREET PROGRAM

Locations Statewide



Frazier Associates has designed and provided content and images for a variety of Virginia Main Street publications.

Participating Cities and Towns:

- 1986-1990**
Bedford, Franklin, Fredericksburg, Petersburg, Winchester
- 1988-1992**
Culpeper, Lexington, Manassas, Pulaski, Suffolk
- 1989-1992**
Emporia, Galax, Herndon, Radford, Warrenton
- 1992-1995**
Berryville, Bristol, Clifton Forge, Elkton, Orange
- 1995-2000**
Marion, Martinsville, Rocky Mount, Richmond, Staunton
- 2000-2005**
Danville, Lynchburg, Waynesboro
- 2005-2006**
Harrisonburg, Luray, South Boston
- 2007-2010**
Altavista, Abingdon, Blackstone
- 2011-present**
Farmville, Hopewell, St. Paul

Virginia Main Street design assistance is part of a comprehensive approach to revitalization that capitalizes on each community's history, unique character, and attributes. The goal is to stimulate sustainable economic growth and a renewed sense of place as an economic development. Frazier Associates also provides direct assistance to the VMS program through newsletters, brochures, signage, and conference presentations.



The before and after images of this typical Main Street building show how the details obscured by a single color paint scheme are once again visible. A projecting sign and color-coordinated awnings complete the rehabilitation of this facade



FRAZIER
ASSOCIATES

Type:

Facade Renovation

SHENANDOAH TOWN HALL

Shenandoah, Virginia



The new Town Hall facade is welcoming and inspires civic pride.



Before the facade redesign.

While assisting the Town of Shenandoah with a revitalization of its First Street area (which was funded by TEA-21 and Community Improvement grants), Frazier Associates was asked to redesign the facade of Shenandoah's Town Hall. The design for the new facade was inspired by the building's original use as a bank that had arches and a rusticated stone exterior. As one of the first facade improvements completed downtown, the project motivated neighboring property owners to update their properties as well.

As part of this project, Frazier Associates also remodeled the lobby and front office area. The lower elevation on the building's right side houses the police annex. A tourism display case is prominently featured for ease in pedestrian viewing.

Reference

Judy Jewell
Economic Development Director
Town of Shenandoah
426 First Street
Shenandoah, VA 22849
(540) 652-8164



FRAZIER
ASSOCIATES

WARSAW REVITALIZATION PLAN

Warsaw, Virginia

Type:

Revitalization Plan



Photo-simulation of Main Street with proposed building and streetscape improvements.

Warsaw is a key gateway community to the Northern Neck of Virginia and decided to undertake a revitalization plan for its aging downtown area. Major strategies in the plan include making streetscape improvements in the core of town and creating an organizational structure for the revitalization program. Goals include strengthening the economic and physical link between Rappahannock Community College, Richmond County complex and Main Street as well as to take advantage of the vacation traffic that travels through the community to other Northern Neck destinations. Extensive workshops with stakeholder groups and the public were a part of this planning process that followed the four-point approach from the National Trust's Main Street Center that includes design, promotion, organization and economic restructuring.



Using a GIS base map of the town, this 3-D rendering of Warsaw was made with SketchUp software to help the community visualize proposed improvements.

Reference

John Slusser
Town of Warsaw
P.O. Box 730
Warsaw, VA 22572
(804) 333-3737

Attachment: Anderson Proposal (1059 : Master Plan - Town Center)

BURGESS & NIPLE

12700 Black Forest Lane | Suite 100 | Woodbridge, VA 22192 | 703.670.6400

Mr. Gene Swearingen
Town Manager
Town of Haymarket
PO Box 1230
Haymarket, Virginia 20168

-Re- Land Planning
B&N Project #46006

April 27, 2011

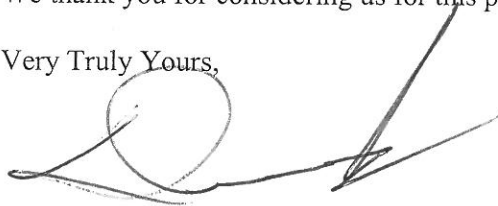
Dear Mr. Swearingen:

Enclosed are two copies of our proposal to provide planning services related to the Town Square study. We have provided a detailed scope and fee based upon our understanding of your request. If acceptable, please sign/initial both copies, keeping one copy for your files and returning one copy to Kaye Lynn Arenz in our office, via regular mail or email at kayelynn.arenz@burgessniple.com.

We would be happy to sit down with you and discuss adjusting the scope if necessary to meet your specific goals. We have also included some brief project profiles of similar work we have done in the past. Again we can provide more information these or additional experience upon request.

We thank you for considering us for this project and look forward to working with you.

Very Truly Yours,



Dennis Thomas P.E.
Vice-President

DMT:kla

Attachment: Burgess & Niple (1059 : Master Plan - Town Center)



Main Street Improvements

Town of Culpeper
Culpeper, Virginia

Burgess & Niple (B&N) provided engineering design and construction services for approximately one mile of Main Street in Culpeper, Virginia, in response to the citizens' needs for better traffic control and roadway improvements in the central business district. Main Street is a 46-foot-wide asphalt roadway with special sidewalk and street light treatment to distinguish it as the focal point of the Town.

The project team analyzed sanitary sewer and storm sewer systems by using site inspection and television records. B&N prepared a report recommending improvements, including a traffic study and analysis of the pavement and sidewalks. Phasing the project minimized the inconvenience to motorists and pedestrians, maximized the Town budget, and provided effective control of the project. Design constraints included buildings abutting the right-of-way, existing utilities, and grades at existing doorways, parking lots, and driveways.

Additional services provided by B&N included:

- surveying
- soil information for subgrade and pavement design
- construction drawings for new street and sidewalks, pavement design, storm drainage, street lighting, utility repairs, and traffic signage
- contract administration
- full-time resident engineer and construction technician



Annandale Streetscape Improvements

Fairfax County Department of Public Works
Fairfax, Virginia

Burgess & Niple (B&N) prepared streetscape improvements for approximately 1,000 linear feet of Columbia Pike in the Annandale Central Business District. The project included brick sidewalk and crosswalks, brick walls and plaza area, and landscaping, as well as replacement of curb and gutter and drainage improvements.

B&N provided surveying, easement plats, drainage design, and structural design of retaining walls and seat walls. Our effort also included coordination with the County; the Virginia Department of Transportation; Lewis Scully Gionet, Inc., the project landscape architect; and various property owners. We were responsible for preparation of construction cost estimates and technical specifications.



Washington Street Improvements

Town of Haymarket
Haymarket, Virginia

Burgess & Niple (B&N) provided engineering and surveying services for the widening and enhancement of Washington Street in the historical Town of Haymarket. This four-phased project involved vehicular, pedestrian, and bicyclist improvements for a 0.78-mile section of highway through the Town. The project was funded jointly by the Town and by a TEA-21 grant, which covered 80 percent of the improvement costs.

Improvements included 5-foot-wide separate bicycle lanes, handicapped-accessible sidewalks and access to businesses, bike racks, improved pedestrian and bicycle access to new planned developments, and enhanced vehicular intermodel connections between I-66 and Route 29 leading to the Town.

B&N coordinated the project through VDOT for review and approval. We prepared and coordinated approval of a Programmatic Categorical Exclusion and water and sewer relocation plans. We also coordinated with utility companies during utility field inspection, and helped the Town determine how to best handle existing overhead utilities.

The project encompassed construction and/or installation of the following features:

- colonial-style street lights
- brick sidewalks
- planters
- landscaping trees
- storm drainage



Downtown Streets and Town Hall Improvements

Town of Herndon
Herndon, Virginia

Burgess & Niple provided engineering services for the enhancement of Elden, Station, Lynn, and Monroe Streets. Improvements included streetscape and landscape amenities, signalization, street realignment, and associated grading and drainage. The Town Hall Square design resulted in the addition of various amenities, including a stage, a fountain, a memorial garden, and signage, as well as landscaping and hardscape.

The project also entailed analyzing the relocation of overhead and underground utilities, structural design of pole bases, and walls. The project resulted in construction of the following features:

- brick sidewalks and crosswalks
- planters
- street furniture
- ornamental streetlights and signals
- signalized pedestrian crossings
- curb and gutter
- drainage modifications

BURGESS & NIPLÉ12700 Black Forest Lane, Suite 100, Woodbridge, VA 22192
703 670.6400, Fax 703 670.6250**Agreement for Professional Services**Agreement Number 46006THIS AGREEMENT made and entered into this 26th day of April, 2012, is by and between:Client Legal Name: Town of HaymarketStreet Address: P.O. Box 1230City: Haymarket State: Virginia Zip Code: 20168Contact Person: Gene Swearingen, Town Manager Fed ID/SSN#: _____Phone: 703-753-2600 Fax: 703-753-2800

Corporation Partnership Sole Proprietor Public Agency
 Individual Limited Liability Company (LLC)

(hereinafter referred to as "CLIENT"), and BURGESS & NIPLÉ, INC. (hereinafter referred to as "B&N"), who agree as follows:

1. **THE PROJECT:** CLIENT desires to engage B&N to provide professional and/or other services in connection with CLIENT's Project. The "PROJECT" is described as follows:

Project Name: Town of Haymarket Planning StudyProject Location: Haymarket, Prince William County, VirginiaProject Description: Land Planning Services

2. **SCOPE OF SERVICES:** B&N shall provide the services to CLIENT described in accordance with the terms and conditions of this Agreement. This Agreement shall include this Agreement form; Exhibit A – Services and Fees; Exhibit B – Fee Schedule; and the following (if applicable) _____
3. **PROJECT START:** CLIENT shall execute both copies of Agreement. A signed original of the Agreement returned to the office indicated and a retainer of \$0 will consummate our Agreement and serve as authorization for B&N to proceed with the services. The retainer will be held interest free until it is applied against the final invoice. The person signing this contract warrants that he or she has the authority to sign as or on behalf of the CLIENT for whom or for whose benefit B&N's services are rendered. This Agreement may be executed by a facsimile signature that, when so executed, shall be deemed to be an original of the same Agreement.
4. **GENERAL CONDITIONS:** This document has important legal consequences. B&N encourages CLIENT to be familiar with and understand the provisions herein.

PERIOD OF OFFER

GC 1. Any Agreement by B&N to provide professional services may be accepted in writing within sixty (60) days of the date of the Agreement by delivering the signed original or sending a signed copy of the original by electronic transaction as provided in GC54 to B&N. It is solely at B&N's option whether any Agreement may be extended beyond this sixty-(60) day period. B&N shall have the option of canceling a B&N Agreement at any time prior to the original or extended expiration date of the Agreement.

LIMITS TO THE SCOPE OF SERVICES.

GC 2. B&N, for the fee agreed to, shall only be obligated to perform those services expressly described in the Agreement. Activity name and general description of services and fees are based on the ability to obtain consent for utilization of design, plans, or work of other professionals, as set forth by the Commonwealth of Virginia Board of Architects, Professional Engineers, Land Surveyors and Landscape Architects - Rules and Regulations Title 54.1 Ch. 1-4, Title 13.1 Ch. 7 (for Virginia projects only). CLIENT shall also inform B&N of any special criteria or requirements related to B&N's services, and shall furnish B&N with all existing information, including reports, plans, drawings, surveys, deeds, and other documents related to B&N's services. B&N shall not be responsible for errors or omissions or additional costs arising out of its reliance upon such information or materials furnished by CLIENT. Unless specifically stated in the scope of services, in no event does B&N agree to perform any of the following services:

- a. To certify as to the correctness of any document that was prepared by another entity.
- b. To provide legal, accounting, insurance, architectural, electrical engineering, mechanical engineering, or other consulting services not listed in the Agreement.
- c. To assure CLIENT of favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
- d. To assure CLIENT that consulting services pertaining to off-site conditions or requirements take into account circumstances other than those clearly visible and known from on-site work.
- e. To furnish or certify to the actual location (or characteristics) of any portion of a utility that is not visible from the surface.
- f. To furnish or verify specifications or requirements related to PCB and asbestos removal, disposal, or related services.
- g. To furnish or certify to the correctness of any geotechnical or surveying services not specifically performed by B&N personnel. Any services necessary to coordinate B&N studies or design with the geotechnical engineering performed by others will be performed on an hourly fee basis as an extra to the Agreement.

STANDARD OF CARE.

GC 3. Services performed by B&N under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

CLIENT'S ORAL DECISION.

GC 4. CLIENT, or any of CLIENT's directors, officers, partners, employees, or agents having apparent authority from CLIENT, may orally:

- a. Make decisions relating to B&N services or the Agreement;
- b. Request a change in the scope of B&N services under the Agreement; or
- c. Request the performance by B&N of additional services under the Agreement.

CLIENT is responsible for the payment of any fees pertaining to such requests and decisions. CLIENT may from time to time and at any time limit the authority of any or all persons to act orally on CLIENT's behalf under this Paragraph 4, by giving seven (7) days' advance written notice to B&N.

ASSIGNMENT.

GC 5. B&N is an independent consultant. No person or entity, other than B&N and the CLIENT, shall be deemed to be a party to or a third-party beneficiary of the Agreement. B&N and CLIENT are not partners or joint venturers with respect to this Project. CLIENT shall not assign or transfer any rights or interests arising under the Agreement without the written consent of B&N. The foregoing notwithstanding, B&N may employ independent consultants, associates, and subcontractors as it may deem necessary in order to perform B&N services. Additionally, B&N may assign its right to receive fees. B&N reserves the right to assign the Agreement in whole or in part to another entity controlled by B&N, whose purpose, or part of its purpose, is to perform similar activities to B&N.

SUCCESSORS.

GC 6. B&N and the CLIENT are each hereby bound, and the successors, executors, administrators, and legal representatives of CLIENT and B&N are hereby bound to the other party in this contract and to the successors, executors, administrators, and legal representatives of such other party, in respect of all covenants, agreements, and obligations of this contract.

CONSTRUCTION COST ESTIMATES.

GC 7. In the event that B&N undertakes to provide construction cost estimation services, the following shall apply. Evaluation of the Owner's Project budget, preliminary estimates of construction costs, and detailed estimates of construction costs (if any), or any portion thereof prepared by B&N represent B&N's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither B&N nor the CLIENT has control over the cost of labor, materials, or equipment, over a contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. Accordingly, B&N does not have any responsibility in the event that bids or negotiated prices vary from the Owner's Project budget or from any estimate or construction cost or evaluation prepared or agreed to by B&N.

7a. If provided in the Agreement, B&N will establish earth take-off estimates only after basic design and grading have been established. Such take-off estimates are only approximations, and there is no guarantee of accuracy or that cut and fill will balance.

SITE VISITATION.

GC 8. In the event that B&N undertakes to perform site visitation services, the following shall apply. B&N shall visit the site at intervals appropriate to the stage of construction of this portion of the Project, or as otherwise agreed upon with the CLIENT in writing, to become generally familiar with the progress and quality of the contractor's work completed for this portion of the Project, and to determine in general if the contractor's work is being performed in a manner indicating that the contractor's work, when completed, will be in general conformance to the approved construction documents related to this portion of the Project. However, B&N shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the contractor's work for this portion of the Project. On the basis of such on-site observations as a consultant, B&N shall keep the CLIENT informed of the progress of the contractor's work for this portion of the Project.

- GC 9. B&N shall not have control over nor be in charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the contractor's work for this portion of the Project, since these are solely the contractor's responsibility under the Contract for Construction. B&N shall not be responsible for the contractor's or a subcontractor's schedule or failure to carry out its work in accordance with the approved construction documents. B&N shall not have control over nor be in charge of the contractor, subcontractors, their agents or employees or other persons.
- GC 10. Unless otherwise stated in writing, CLIENT assumes sole responsibility for providing such information with respect to the quantity and nature of the services contracted for herein as is adequate, sufficient, or necessary for the CLIENT's purposes with respect to the Project. CLIENT shall promptly review B&N's work for compliance with the approved project performance, and in the event that any noncompliance is found, shall promptly notify B&N thereof in writing. CLIENT shall coordinate B&N's services with the work of the CLIENT and with the work of others contracting with the CLIENT.
- GC 11. CLIENT shall grant and/or obtain permits and permissions to provide free access to the Project site, adjacent site, or any other off-site property for all equipment and personnel necessary for B&N to perform the services set forth in the Agreement. The CLIENT will notify any and all users, owners, and otherwise interested parties regarding the Project site that CLIENT has granted B&N free access to the site. If the Agreement includes soil or other geotechnical testing, surveys, or other investigation, B&N will take reasonable precautions to minimize damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur, and B&N shall have no responsibility for correction of same.
- GC 12. CLIENT is responsible for providing any required special surveys, studies, and/or submissions for approvals by governmental authorities or others having jurisdiction over the Project unless they are specifically to be performed by B&N.
- GC 13. In performing its services, B&N shall be entitled to rely on the work and information supplied by third parties, the representations of the CLIENT, and the public record. B&N shall be under no obligation to verify any of the foregoing.
- GC 14. In the event that after B&N has completed its services under the Agreement, and progress on the Project is delayed, CLIENT shall have the responsibility to determine that all drawings and specifications remain in conformity to all regulatory requirements and standards in effect at commencement or continuation of construction.

SUBSURFACE CONDITIONS.

- GC 15. If testing and analysis of subsurface conditions comprises any portion of B&N's services under the Agreement, CLIENT acknowledges that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by B&N will be based solely on information reasonably available to B&N pursuant to generally accepted practices of geotechnical engineering. B&N shall be responsible for those data, interpretations, and recommendations; however, third parties shall not be entitled to rely on work B&N performed unless B&N consents to the same in writing.
- GC 16. CLIENT is responsible for the location of all subterranean structures and utilities, and shall notify B&N thereof in a timely manner. CLIENT agrees, to the fullest extent permitted by law, to hold harmless and indemnify B&N from and against all claims, liabilities, losses, damages, and costs, including, but not limited to, attorney's fees, arising out of or in any way connected with damage done to subterranean structures or utilities not identified or accurately located.

HAZARDOUS OR TOXIC WASTES OR SUBSTANCES, POLLUTION, OR CONTAMINATION.

- GC 17. CLIENT warrants that all matters known or reasonably knowable have been made known to B&N in writing regarding hazardous or toxic wastes or substances on or near the Project site.
- GC 18. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. B&N and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of services or termination of services. B&N and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for B&N to take immediate measures to protect health and safety. CLIENT agrees to compensate B&N for any equipment, decontamination, or other costs incidental to the discovery of unanticipated hazardous materials.
- GC 19. B&N shall have no obligation to locate or identify any hazardous materials unless its scope of work includes an environmental audit, in which case B&N's supplemental conditions for environmental audits shall apply.
- B&N agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered by B&N or when B&N receives information that such materials have been encountered by other participants in the Project. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold harmless B&N from any and all consequences of disclosures made by B&N that are required by governing law. In the event the Project site is not owned by CLIENT, CLIENT recognizes that it is the CLIENT's responsibility to inform the Owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.
- GC 20. Notwithstanding any other provision of the Agreement, CLIENT agrees, to the fullest extent permitted by law, to hold harmless and indemnify B&N from and against all claims, liabilities, losses, damages and costs, including, but not limited to, attorney's fees, arising out of or in any way connected with B&N's discovery of unanticipated hazardous materials or suspected hazardous materials, including any costs created by delay of the Project and any costs associated with possible reduction of the property's value.
- GC 21. CLIENT will be responsible for removing, hauling, and/or ultimate disposal of any samples secured by B&N that are found to be contaminated.

OWNERSHIP OF DOCUMENTS.

- GC 22. CLIENT acknowledges that B&N has a proprietary right to all work produced for CLIENT, and that documents representing such instruments of professional services, including, but not limited to, drawings, specifications, reports, this agreement, and any addenda, shall not be furnished to third persons unless written authorization is first obtained from B&N. CLIENT shall have no right to use B&N work product in any way in the event that CLIENT's account with B&N remains delinquent for more than thirty (30) days, and any license that B&N granted to CLIENT to use B&N's work product shall terminate immediately in the event of CLIENT fails to pay in accordance with the terms of this Agreement.

- GC 23. All work products, including, but not limited to, tracings, survey notes, calculations, drawings, reports, specifications, and other original documents, whether in hard copy or machine-readable form, are instruments of professional service intended for one-time use in the construction of this Project and shall remain the property of B&N. CLIENT shall not reuse such documents without B&N's prior written consent, but the CLIENT may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.
- GC 24. Information and data delivered in machine-readable form may be subject to additional terms and conditions. Because of the possibility that information and data delivered in machine-readable form may be altered, whether inadvertently or otherwise, B&N reserves the right to retain tapes/disks and to remove from copies provided to the CLIENT all identification reflecting the involvement of B&N in their preparation. B&N also reserves the right to retain hard copy originals of all Project documentation delivered to the CLIENT in machine-readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.
- GC 25. In consideration of B&N's Agreement to deliver its instruments of professional service, the CLIENT agrees, to the fullest extent permitted by law, to hold harmless and indemnify B&N from and against all claims, liabilities, losses, damages, and costs, including, but not limited to, attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the information and data provided by B&N under the Agreement.

COMPENSATION OF B&N.

- GC 26. B&N shall be compensated for services rendered pursuant to the Agreement on the basis of the fee schedule set forth in Exhibit A and/or Exhibit B. The fee schedule will be effective for a period of six (6) months from the date of Agreement. At the end of the first six months and every six months thereafter, the fee schedule, including lump sum activities or hourly rates, may, at the discretion of B&N and with prior written notice to the CLIENT, be adjusted to comply with fee schedules that are in effect at that time. In the event the CLIENT requests B&N to perform services not specifically described in the Agreement, CLIENT agrees to compensate B&N for such services in accordance with the hourly rates set forth in Exhibit B of the Agreement, unless there is a written Agreement signed by both parties identifying the fees for the additional services.
- GC 27. CLIENT shall reimburse B&N or its related entities for all expenses necessarily or reasonably incurred by B&N in connection with the performance of professional services for CLIENT. Such expenses include, but are not limited to, the following: transportation expenses, meals, and lodging in connections with travel; long-distance telephone charges; data-processing expenses; computer expenses; photographic expenses; additional insurance coverage requested by CLIENT; delivery, shipping, and courier expenses; drawings and document reproduction or copying expenses; rendering and models; the cost of obtaining bids or proposals from other contractors or consultants when done at the request of CLIENT; and other out-of-pocket expenses incidental to performance of B&N's services. B&N may submit invoices for reimbursable expenses separately from invoices for other services. All third-party fees such as public agencies, regardless of purpose, are the responsibility of the CLIENT. All printing, photocopying, mileage, and computer direct costs will be billed at current rates as set forth in Exhibit B. All other reimbursables will be billed at B&N's cost plus 15 percent handling.
- GC 28. Payment of invoices is due upon receipt without retainage, backcharges, or other deductions and is expressly not contingent upon receipt of payment, compensation, or funding from others. CLIENT agrees that, with respect to any amounts remaining unpaid after thirty (30) days from date of billing, CLIENT shall pay interest at the rate of 1.5 percent per month compounded monthly from the date of the invoice until paid in full, or the maximum permitted by law, until the billing is paid in full. Invoices may be based either upon B&N's estimate of the portion of the total services actually completed at the time of billing for lump sum activities, or in the case of an hourly contract, upon the actual number of hours expended. If the account remains delinquent for more than thirty (30) days, B&N shall have the right to cease all services on the Project without notice. There will be additional costs associated with re-staffing and restarting the project once work has been halted due to non-payment and CLIENT will be responsible for paying all such additional costs, in addition to the amount if the delinquent account, before B&N will resume work on the Project once work has been halted due to non-payment. CLIENT expressly waives any and all claims, and release B&N from any and all damages which CLIENT may incur as a result of B&N halting work due to non-payment. If the account is delinquent, and the delinquent account is placed in the hands of an attorney or collection agency for collection, the CLIENT agrees to waive the benefit of all exemptions as to the delinquent account and further agrees to pay all expenses incurred in collecting the same, including, without limitation, reasonable attorney fees in the amount of 1/3 of the total principal amount awarded or the actual amount of attorney's fees incurred, whichever amount is greater, collection agency fees, court costs, and all other costs incurred by B&N. Each party hereto consents to and submits itself to the jurisdiction of the courts of the Commonwealth of Virginia, and to a venue either in Fairfax County or Prince William County, Virginia.
- GC 29. If the Owner of real estate and B&N's CLIENT is one and the same, and the Owner designated a person to act on his behalf as the Mechanic's Lien Agent, then the Owner/CLIENT shall deliver a copy of the building permit identifying the Mechanic's Lien Agent to B&N within seven (7) days of issuance of building permit.
- GC 30. If CLIENT does not give B&N written notice disputing an invoice within twenty (20) days of the date thereof, the invoice shall conclusively be deemed correct. All payments made by CLIENT should specify the invoice numbers being paid. If payments are received that do not specify the invoices being paid, B&N may, at its sole discretion, apply payments against any outstanding interest or invoices.
- GC 31. Overtime work requested by the CLIENT shall be billed at 1.5 times the hourly rates set forth in Exhibit B. Work on Sundays or legal holidays shall be billed at 2.0 times the hourly rates set forth in Exhibit B. No guarantees are made as to the availability of B&N's personnel for overtime work.
- GC 32. Special design, supplemental services, off-site services, CLIENT and architectural revisions, and revisions due to changes in governmental policy will be considered extra and will be billed in accordance with the hourly rates set forth in Exhibit B. Services ordered in less than the minimum quantities as outlined in the Agreement are not subject to unit price and will be billed at the current hourly rates.
- GC 33. If B&N is required to delay commencement of services, or if, upon embarking upon its services, B&N is required to stop or interrupt the progress of this work as a result of changes requested by the CLIENT, interruptions in the progress of construction, or other causes beyond the sole control of B&N, additional charges will be applicable and payable by CLIENT. B&N shall not be liable for any delay damages.

- GC 34. B&N shall not be required to release its files or work product to the CLIENT or to any other party until such time as B&N receives full payment for all services rendered, including reimbursable expenses and interest incurred under the Agreement. CLIENT shall have no right to use B&N's work product in any way during any time period that CLIENT's account with B&N remains delinquent for more than thirty (30) days, and any license that B&N granted to CLIENT to use B&N's work product shall terminate immediately in the event of CLIENT fails to pay in accordance with the terms of the Agreement.
- GC 35. Upon completion of services to be performed pursuant to the Agreement, or upon termination of the Agreement, B&N shall submit a final invoice for all services rendered, including reimbursable expenses and interest incurred, and CLIENT shall pay such bill upon receipt thereof.
- GC 36. THE INDIVIDUAL EXECUTING THE AGREEMENT ON BEHALF OF ANY CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, TRUST OR ANY OTHER LEGAL ENTITY AGREES TO PERSONALLY GUARANTEE PAYMENT OF ACCOUNT EVEN IF THE AGREEMENT IS SIGNED IN A REPRESENTATIVE CAPACITY AND WAIVES ANY AND ALL NOTICES TO WHICH HE MAY BE ENTITLED AS A GUARANTOR.
- GC 37. In the event sales tax is imposed on professional services, CLIENT shall be responsible for this additional cost.

CLAIMS.

- GC 38. The definition of Claims covered by Sections GC 38-45 applies to all claims of any type except those related to non-payment by CLIENT, which are governed by Sections GC 26-37.
- GC 39. CLIENT releases B&N from and waives all claims of any nature for any and all errors or omissions by B&N or of any of its partners, employees, agents, or subcontractors in the performance of the Agreement, as the Agreement may from time to time be amended, or in the performance of any supplementary services in any way related to the Agreement, unless CLIENT has strictly complied with all of the outlined procedures for asserting a claim as to which procedures time is of the essence.
- GC 40. In the event that CLIENT desires to make any claim against B&N, CLIENT shall provide B&N with written notice of the claim within seven (7) days of the date CLIENT, its agents, or employees first knows or reasonably should know of the claim, whichever is earlier, or the same shall be barred. Any proceedings, including any request for mediation or arbitration, filed by the CLIENT alleging B&N's breach of the Agreement shall be filed within one year of the date of the notice of claim referenced above, or the same shall be barred.

Within sixty (60) days of providing written notice of the claim, and in any event, prior to instituting any action on the claim, CLIENT shall provide B&N with a written report setting forth in detail the exact nature of the claim; an identification of all relevant contract provisions; a copy of any and all relevant documents and laws; a detailed statement of all facts relevant to the claim; the names, addresses, and phone numbers of all individuals or entities with knowledge of relevant facts; a statement of all CLIENT's theories of liability; and a detailed statement of any alleged damages, including computations and a description of any required remedial action. In the event the claim is for professional errors and omissions, CLIENT shall also provide within said sixty (60) days an opinion from a recognized expert in the appropriate discipline stating that, in the expert's opinion, there is a basis for the claim and setting forth said basis, a description of the degree of care ordinarily used by the appropriate profession in the applicable locality, and the manner in which the degree of care was not met. CLIENT shall not institute any action on the claim for thirty (30) days after providing B&N with said report and opinion. If CLIENT fails to provide said report or opinion within the specified time, then CLIENT's claim shall be forever barred. CLIENT shall be barred from presenting facts or evidence or relying upon any theory in any proceeding of any nature if said facts, evidence, or theory are not disclosed pursuant to this paragraph.

- GC 41. A variety of risks potentially affect B&N by virtue of its entering into an Agreement to perform professional services on CLIENT's behalf. In order for CLIENT to obtain the benefit of a fee that does not need to account for unlimited risks, CLIENT agrees to limit B&N's liability to the CLIENT. The total liability of B&N with regard to the Project under any and all theories of liability shall be limited to the contract amount or \$50,000, whichever is less. CLIENT agrees to defend, indemnify, and hold harmless B&N from all liability to third parties in excess of the monetary limits established above. In addition, CLIENT agrees to compensate B&N for any time spent or expenses incurred by B&N in defense of any such claim, with compensation to be based upon B&N's prevailing fee schedule and expense reimbursement policy.
- GC 42. Limitations on liability and indemnities provided in the Agreement are business understandings between the parties and shall apply to all theories of liability, including breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action.
- GC 43. Under no circumstance shall any employee, stockholder, officer, or agent of B&N have any individual liability to CLIENT concurrent or jointly with, in addition to, or in excess of B&N's liability under these contract terms and conditions. Notwithstanding the foregoing, in the event any award or judgment is entered against any such individual, CLIENT agrees to look exclusively to the assets of B&N for satisfaction of said judgment.

MEDIATION.

- GC 44. For claims, disputes, or other matters in question between the parties to the Agreement arising out of or relating to the Agreement or breach thereof, the parties shall endeavor to settle these matters by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for mediation be made later than thirty (30) days prior to the deadline for filing a request for arbitration.

ARBITRATION.

- GC 45. If any claims, disputes, or other matters in question between the parties to the Agreement or breach thereof were not settled by mediation, then these disputes shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise.

INDEMNIFICATION.

GC 46. CLIENT shall indemnify and hold B&N harmless from and against any and all liability claims and demands for losses, property damage, and bodily injury arising out of work undertaken on the Project to which the Agreement relates, by CLIENT, or by CLIENT'S contractor, subcontractor, or other independent company or consultant employed by CLIENT to work on the Project, or by their respective officers, directors, partners, employees, agents, and assigns; arising out of any other operation, no matter by whom performed, for and on behalf of CLIENT, or by such contractor, subcontractor, or other independent company or consultant, whether or not due in whole or in part to errors or omissions by B&N or any of its partners, employees, agents, or subcontractors (unless due to its or their gross negligence) in the performance of the Agreement, as the same may from time to time be amended, or in the performance of any supplementary service in any way related to the Agreement.

SEVERABILITY.

GC 47. If any part, term, or provision of the Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of the Agreement shall not be affected, and the rights of B&N and CLIENT shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.

TERMINATION.

GC 48. The Agreement may be terminated with or without cause by either party on thirty (30) days' written notice, the end of such notice period being the effective date of termination. CLIENT shall pay B&N in accordance with the Agreement for all services performed and reimbursable expenses incurred through the effective date of termination, plus termination compensation in an amount equal to ten percent (10%) of the total amount billed for services through the effective date of termination.

NOTICES.

GC 49. Any notice given hereunder shall be deemed served when hand-delivered in writing to an officer or other duly appointed representative of the party to whom the notice is directed, or if sent by registered or certified mail to the business address identified in this Agreement.

MISCELLANEOUS PROVISIONS.

GC 50. The Agreement shall be governed by the laws of the Commonwealth of Virginia. In the event that suit is brought against B&N in any other jurisdiction, CLIENT shall defend, indemnify, and hold harmless B&N with respect to any judgment, costs, and attorney fees imposed or incurred by reason of any claim that would not be recognized as a valid cause of action in Virginia.

GC 51. CLIENT agrees that during the term of B&N's work under the Agreement and for a period of twelve (12) months following completion of such work, CLIENT will not hire or retain, on an employment basis or on a consultant basis, any employee of B&N at any time within twelve (12) months of the termination of his/her employment with B&N.

GC 52. The Agreement represents the entire Agreement between the parties, and supersedes all other negotiations, representations, or Agreements, whether written or oral.

GC 53. TITLES—The titles used in this Agreement are for general reference only and are not part of the Agreement.

GC 54. AGREEMENT TO ENGAGE IN ELECTRONIC TRANSACTIONS. AS EVIDENCED BY THE INITIALS SET FORTH NEXT TO THIS CONTRACT TERM, THE PARTIES TO THIS AGREEMENT HEREBY CONSENT TO CONDUCT THE FORMATION AND PERFORMANCE OF THIS CONTRACT AS AN ELECTRONIC TRANSACTION AS THOSE TERMS ARE DEFINED IN THE VIRGINIA UNIFORM ELECTRONIC TRANSACTION ACT, VA. CODE ANN. §§ 59.1-479 ET SEQ. SUCH CONSENT INCLUDES FORMATION OF THE CONTRACT THROUGH EXCHANGE OF ELECTRONIC SIGNATURES BY EMAIL OR ELECTRONIC FACSIMILE, AND THE EXCHANGE OF ANY NOTICE REQUIRED UNDER THIS CONTACT BY EMAIL OR ELECTRONIC FACSIMILE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in manner and form intending to bind them as of the date first above written.

BURGESS & NIPLE, INC.

CLIENT: Town of Haymarket
Full Legal Name

By: _____
Signature **William C. Putman, PE** Date
Engineering Section Director

By: _____
Signature **Dennis M. Thomas, PE** Date 4/27/12
Vice President

By: _____
Signature _____ Date _____

Name (Type or Print)

Title (Type or Print)

Attachment: Burgess & Niple (1059 : Master Plan - Town Center)

Exhibit A – Services and Fees

ACTIVITY #	<u>TOWN OF HAYMARKET PLANNING STUDY</u> ACTIVITY NAME & GENERAL DESCRIPTION OF SERVICES	FEE	
		ESTIMATED FEE	LUMP SUM FEE
	<p><u>PROJECT DESCRIPTION:</u></p> <p><i>The purpose of this proposal is to provide a planning study to identify potential improvements to the “Town Square” of Haymarket. The project site is located in the northwest quadrant of the intersection between Jefferson Street and Washington Street in the Town of Haymarket. The site is made up of five separate parcels owned by the town, with a total area of 1.50 acres.</i></p> <p><i>The property is currently zoned B-1.</i></p>		
110	<p><u>PLANNING STUDY</u></p> <p>Perform a Planning Study to identify site conditions, potential constraints, and improvement opportunities within the site. The site analysis and study work shall utilize topographic and planimetric data from the Prince William County GIS department and boundary data from the ALTA/ACSM Land Title Survey prepared by Burgess & Niple in April 2000. The Study shall include the following:</p> <ol style="list-style-type: none"> 1. Site visit and inventory of existing site conditions. 2. Analysis of existing site conditions including topography, soils, potential environmental concerns, spatial relationships, and pedestrian and vehicular circulation within the site. 3. Review of Town of Haymarket Comprehensive Plan and Town Code to identify regulations that will be relevant to the site. 4. Recommendations for potential exterior façade improvement options to the existing Town Hall building and relationship to the site in terms of access, circulation and zoning regulations. 5. Impacts of existing historical structures on the site (direction will be required from the town regarding the future of these structures). 6. Identification of additional exterior improvement opportunities including, but not limited to, “Town Green” lawn area, walkway improvements, parking improvements, public gathering spaces, and additional landscaping. 7. Opportunities to provide SWM/BMP facilities if required for proposed improvements. 8. Recommendations regarding potential grants and other funding sources. <p>Upon completion of the Study, B&N will present the findings and recommendations in the form of a Planning Study report and a 24” x 36” Site Analysis Plan. After the Town has an opportunity to review the information presented in the study, a meeting will be held to discuss and prioritize the improvement opportunities.</p>		\$6,000.00

Attachment: Burgess & Niple (1059 : Master Plan - Town Center)

ACTIVITY #	TOWN OF HAYMARKET PLANNING STUDY ACTIVITY NAME & GENERAL DESCRIPTION OF SERVICES	FEE	
		ESTIMATED FEE	LUMP SUM FEE
120	<p><u>CONCEPT PLAN</u></p> <p>Utilizing the Site Analysis Plan as a base, developed under Activity 110 of this Agreement, and the information / decisions resulting from the post-study Client meeting, prepare a Concept Plan that illustrates the potential site improvements. The Concept Plan activity may include up to two rendered development options. The initial 24"x 36" Concept Plan(s) shall be provided to the Client for review.</p> <p>Along with the Concept Plan(s), this Activity will also include the addition of conceptual construction estimates, as well as a design implementation plan / phasing narrative to the Planning Study report initially developed under Activity 110. The updated report will be provided to the Client with the Concept Plan(s).</p> <p>After the Town has an opportunity to review the Concept Plan(s), an additional meeting will be held to discuss the Concept Plan(s) and Planning Study to identify potential revisions.</p>		\$4,800.00
121	<p><u>CONCEPT PLAN REVISIONS</u></p> <p>Refine the Concept Plan(s) and Planning Study report, developed under Activity 120 of this Agreement, utilizing revisions and comments from the Client meeting to produce an updated single 24"x36" Concept Plan Rendering to be provided to the Client.</p>	\$1,500.00	
020	<p><u>CLIENT/AGENCY MEETINGS</u></p> <p>As required, meetings with Town staff and council related to the project will be invoiced hourly under this Activity. Includes efforts to organize meetings, compile meeting minutes, and coordinate documentation of the meeting results. Estimates three two-hour meetings.</p>	\$2,100.00	
260	<p><u>DIRECT COSTS</u></p> <p>Direct Costs will be invoiced in accordance with Exhibit B-Fee Schedule.</p>	\$800.00	
	TOTAL	\$4,400.00	\$10,800.00
	CLIENT understands that estimated fees are estimates only; that estimated fees will be billed according to attached Exhibit B-Fee-Schedule; and that CLIENT will be invoiced for services actually rendered.		
	<p><u>EXCLUSIONS</u></p> <p>This Agreement does not include costs or estimates for any work not described herein, nor for the following:</p> <p>Direct charges as described in the general conditions of this Agreement; environmental work, additional off-site utility work; design or location of electric, gas, telephone or CATV utilities; additional soils investigation and analysis; stake-out; final record surveys and drawings; traffic signal design; existing pavement cross section surveys; preparation of existing sewer capacity studies; stormwater management and/or BMP computations and design; domestic fire flow computations; street lighting; major redesigns resulting from Client and/or review agency comments; waivers; structural design and analysis; rough grading plan submittals; submittal fees; plat recordation; special permits; utility test pits; inspections; specifications; tree preservation plan and report; nor further exclusions as described in the general conditions of this Agreement unless specifically referenced in this exhibit. Burgess & Niple will provide these additional services upon request by the Client, consistent with our capabilities, on an hourly or negotiated fee basis.</p>		

Attachment: Burgess & Niple (1059 : Master Plan - Town Center)

Exhibit B – Fee Schedule

A. HOURLY RATES (To be used for all estimated fees, activities, or extra services)

<u>Employee Billing Category</u>	<u>Hourly Rates</u>	
Principals/Associates	\$150.00	- \$260.00
Senior Project Managers	\$135.00	- \$225.00
Project Managers	\$120.00	- \$185.00
Senior Professional Staff	\$ 95.00	- \$185.00
Professional Staff	\$ 70.00	- \$125.00
Senior Technical Staff	\$ 70.00	- \$125.00
Technical Staff	\$ 40.00	- \$ 80.00
Technical Support Staff	\$ 40.00	- \$ 85.00
1-Man Field Survey Party	\$100.00	- \$150.00
2-Man Field Survey Party	\$160.00	- \$210.00
3-Man Field Survey Party	\$210.00	- \$250.00
GPS Survey Party	\$200.00	- \$225.00
Survey Scanner Party	\$225.00	- \$275.00

B. DIRECT COSTS: Unless specifically stated in the Activity descriptions, direct costs and reimbursables are not included in lump sum or estimated fee activities. Direct costs will be billed at the below-stated prices. Should other reimbursable expenses be incurred, they will be billed as set forth in the General Conditions.

Computers and Technology	\$ 4.50/Man-hour*
Copies	\$.10/Sheet
Black/Blue line and Computer Plots (Translucent or Color Bond)	\$.25/S.F. (\$ 5.00 Min.)
Mylar and Computer Plots (Mylar, Acetate, Semi-Gloss Presentation)	\$ 2.00/S.F. (\$10.00 Min.)
Computer Disc with Project Files	\$ 25.00/Each
Crash Truck	\$ 55.00/Hour
Mileage	IRS Published Endorsed Rate

Deliveries: \$20.00 up to a 10-mile radius; plus \$20.00 for an 11-20-mile radius; plus \$.70/Mile for a 20+ mile radius.

*NOTE: Computers and technology are assessed as direct costs at a rate of \$4.50 per labor hour for all man-hours required to complete the contracted work.



J2E Contract # TH1201

This contract is made as of April 12, 2012 by and between **Town of Haymarket** ("Client"), and J2 Engineers, Inc. ("J2E"), a Virginia Corporation. As provided in the Contract, J2E will provide professional engineering and surveying services for the following project (the "Project"):

Town Hall Master Plan Haymarket, Virginia

I. Standard of Care

All civil engineering services performed by J2E shall be conducted with the same level and skill exercised by members of its profession practicing in the same location at the same date and under similar conditions. Under no circumstances shall any other representation (expressed or implied) or any type of warranty or guarantee be included or intended by J2E during the completion of its services under this agreement.

II. Scope of Services

A. For the fees defined under this Agreement, J2E shall perform the services specifically described in Exhibit A. Any services required of J2E, not described in Exhibit A, shall be performed only in accordance with the additional scope and fees outlined in a written agreement signed by both J2E and Client. Under no circumstances is J2E required to perform any additional services until a written agreement covering these services is finalized. In addition, if the overall project or J2E's services are suspended by Client for more than 30 calendar days, Client is deemed to be in default under this Agreement and J2E may terminate this Agreement or may renegotiate its total fees required to complete its services.

B. Unless specifically included under the scope of services described in Exhibit A, neither J2E nor its subconsultants (if any) shall assume liability for the following:

- Construction means and methods (including monitoring or inspections of any kind)
- Project scheduling
- Budgeting, quantity opinions, or cost estimates
- Construction management
- Permitting
- Geotechnical engineering or any other analysis or testing of subsurface conditions (including soils and the location of any utilities or structures not visible on the surface)
- Identification or advice pertaining to any hazardous conditions, including but not limited to asbestos, petroleum, radioactive materials, hazardous waste, wetland delineation or other environmentally sensitive areas.
- Environmental Site Assessments
- Job site safety or OSHA compliance
- Compliance with the Americans with Disabilities Act of 1990 (ADA)

C. "Reimbursable Expenses" shall include actual expenditures made by J2E in the interest of the Project and will be billed at the actual cost to J2E plus fifteen percent (15%) for handling and indirect costs. Reimbursable Expenses shall include, without limitation, costs of items such as the following:

- Messenger service & special mailings
- Submission fees
- Fees and expenses of special consultants
- Rental of special equipment

D. Paper Prints, Reproducible Mylar Sepias and Electronic Media charges

1. J2E's print charges are as follows:

Paper	\$ 0.25 per square foot
Reproducible Mylar	\$ 2.50 per square foot
Color Prints – Regular Paper	\$10.00 per square foot
Color Prints – Photo Finish	\$13.00 per square foot
Mounted – Black & White	\$ 4.25 per square foot
Mounted – Color Plot Paper	\$14.00 per square foot
Mounted – Color Plot Photo Finish	\$17.00 per square foot
2. Color Plots will be billed on a Time and Material Basis when requested and authorized by the Client.
3. CD's will be billed at \$20.00 per disc.

Attachment: J2E-TH1201- Town Hall Master Plan (1059 : Master Plan - Town Center)

Contract #TH1201
 April 12, 2012
 Page 2

III. Fees for Services

- A. J2E's fees for Basic Services shall be as set forth in Exhibit A. J2E's fees for Additional Services shall be billed on an hourly basis at J2E's current standard rates. J2E's current hourly rate schedule is attached hereto as Exhibit B. After one year from the execution of this contract, J2E's hourly rate schedule may be adjusted in January and July of each year, at the option of J2E.
- B. Fees and expenses of consultants to J2E for services where approved by Client, shall be paid by Client in the amount invoiced to J2E, plus fifteen percent (15%) for handling and indirect costs.

IV. Payment Terms

- A. An initial payment of \$ -0- shall be made upon execution of this Contract, which amount will be credited to the outstanding balances on the final invoice(s) submitted to Client.
- B. J2E will submit invoices to Client for services and Reimbursable Expenses on a regular basis. Amounts invoiced for Basic Services will be in proportion to the services performed within each Phase during the preceding billing period, and amounts invoiced for Reimbursable Expenses, Consultant's fees, and Additional Services will be based on amounts incurred and services performed prior to the invoice date.
- C. Invoices are due and payable upon receipt. Any questions or disagreements concerning invoices submitted must be brought to the attention of this office in writing within fifteen (15) days; otherwise, invoices will be considered acceptable. Interest, at a rate of one and one half percent (1 ½%) per month, will accrue on all accounts not paid within thirty (30) days of the invoice date. If invoices are not paid within forty-five (45) days, J2E will have the right to "stop work", and lien the project for services rendered. All "Waiver of Lien" documents must be signed by a Corporate Officer of J2 Engineers, Inc. In addition, Client shall pay all costs and expenses, including, without limitation, reasonable attorney's fees and expenses incurred by J2E in connection with the collection of overdue accounts of Client.

V. Client's Responsibilities

Client agrees to provide full reliable information regarding its requirements for the Project and, at its expense, shall furnish the information, surveys and reports, if any, listed on attached Exhibit C. In addition, Client agrees to provide, at its expense and in a timely manner, the cooperation of its personnel and such additional information with respect to the Project as may be required from time to time, to be provided by Client for the performance of J2E's work. Client shall designate a Project Representative authorized to act on behalf of Client with respect to this Contract and agrees to render any decisions promptly to avoid unreasonable delay to the Project and the performance of J2E's work. It will be the responsibility of the Client to obtain permission for J2E, its employees and subcontractors, to enter onto the subject property to perform Engineering and Surveying Services in accordance with the scope of this Contract, prior to the execution of this document.

VI. Access to the Site

J2E and J2E's employees and consultants shall have access to the project site at all reasonable times and shall be permitted to perform surveying procedures and photograph the Project during construction and upon completion for its records and future use.

VII. Use of Documents

Plans, drawings, and specifications prepared or provided by J2E hereunder are prepared for this Project only, but may be used by J2E for purposes of illustrating the scope and nature of project involvement. They shall not be used by Client for other projects or extensions to the Project without written agreement of J2E, and Client agrees to indemnify J2E and hold J2E harmless from and against any and all claims, demands, losses, costs, liabilities, and damages arising out of or related to such unauthorized use.

VIII. Limitation of Liability

Client agrees that J2E's liability for any damage on account of any error, omission, or other professional negligence will be limited to a sum not to exceed \$1,000,000.00. J2E has current professional liability errors and omissions insurance in the amount of \$2,000,000.00. Proof of said policy can be submitted upon request.

IX. Disputes

Any disputes, claims, or other matters of disagreement arising out of or relating to this Contract, the breach hereof, or the work and/or services of J2E must be brought to the attention of J2E in writing within ninety (90) days of said occurrence, or they will not be considered valid. If, after proper notification, the parties cannot reach an agreement, said claim shall be settled through the Judiciary System of the Commonwealth of Virginia.



Contract #TH1201
April 12, 2012
Page 3

X. Termination


This contract may be terminated by either Client or J2E by giving written notice at least thirty (30) days prior to the date of termination. In the event of such termination, Client shall pay J2E for services and Reimbursable Expenses performed or incurred prior to the termination date plus all cost and expenses directly attributable to such termination for which J2E is not otherwise compensated.

XI. Miscellaneous Provisions

This Contract is valid from the execution date to the time of completion of the outlined work and subsequent payment in full of all outstanding invoices. Twelve months after the execution date, J2E has the right and option to renegotiate fees and rates for work not completed. This Contract becomes null and void if not executed by both parties within sixty (60) days from the date included in Paragraph 1 of this document. This Agreement represents the entire Agreement between Client and J2E. This Agreement may be amended only in writing, signed by both Client and J2E.

J2 ENGINEERS, INC., a Virginia Corporation:

CLIENT: Town of Haymarket

By:  _____
(Signature)

By: _____
(Signature)

Name: James C. Bishoff, P.E.

Name: _____

Title: Principal

Title: _____

Date: April 12, 2012

Date: _____

ALL INVOICES SHALL BE SENT TO THE FOLLOWING ADDRESS:

Town of Haymarket
Attn: Gene Swearingen
Town Manager

Attachment: J2E-TH1201- Town Hall Master Plan (1059 : Master Plan - Town Center)



Exhibit A

J2E Contract # TH1201 Town Hall Master Plan

Scope of Services

J2 Engineers will work closely with the Town of Haymarket to develop up to two land plans and incorporate into a master plan document. The master plan will study ingress/egress, parking, site circulation and means/methods for treatment of storm runoff. The master plan will make recommendation to build access and structure facade.

We further understand the Town staff will require support for the public process. The proposal includes preparing exhibits used to graphically represent

Basic Services

Task 1 – Meetings

Attend meetings as requested by the client and the design team. J2E staff will coordinate with the Town and sub-consultants as directed by the client. We estimated there may be up to 8 meeting with the town for this project. The project team may be requested by town staff to assist in identifying funding sources and development of grant applications to assist the Town in implementing the Master Plan.

Fee: \$5,000 Hourly Rate (estimated)

Task 2 – Master Plan

J2E will work with the client to develop up to two land plans that will accommodate the existing structures currently on the town parcel and make the necessary plan modifications as requested by the Town.

The master plan will prepare a facility assessment, evaluate site access, parking, parking lot repairs, site circulation, Storm water treatment, identify type and locations of low impact design measures, site landscaping, development of a town green area, identifications of various building facades.

The studies will be documented the finding and recommendation into a final report to be used for grant applications and project implementation. Plans and documents for this project will be create using various software's including AutoCAD, Adobe Creative Suites, Google Sketch Up.

Fee: \$10,000.00 Lump Sum

Task 3 – Public Input Support (Add/Optional)

J2 team will prepare documents and support the town staff for a citizen input session and Town Council hearing.

Fee: \$2,500 Hourly Rate (estimated)

Task 4 – Reimbursable Expenses

Reimbursable Expenses shall be in accordance with Section II.C & D.

Fee: \$ 2,500.00 (estimated)



Exhibit B

*J2E Contract # TH1201
Town Hall Master Plan*

2012 Hourly Rate Schedule

Principal-Expert Witness	\$300.00/hour
Principal	\$200.00/hour
Sr. Project Manager	\$175.00/hour
Sr. Transportation Engineer	\$175.00/hour
Sr. Land Planner	\$150.00/hour
Project Manager	\$125.00/hour
Engineer III	\$120.00/hour
Engineer II	\$110.00/hour
Engineer	\$100.00/hour
Licensed Land Surveyor	\$135.00/hour
Survey Crew	\$135.00/hour
Technician III	\$100.00/hour
Technician II	\$ 85.00/hour
Technician	\$ 75.00/hour
Clerical	\$ 60.00/hour

Attachment: J2E-TH1201- Town Hall Master Plan (1059 : Master Plan - Town Center)

Exhibit C

*J2E Contract # TH1201
Town Hall Master Plan*

Items to be provided by Client

- Digital (AutoCAD) and paper copies of the aerial topographic survey, boundary survey and site design files associated with the Town parcel.



RINKER DESIGN ASSOCIATES, P.C.

Engineering · Surveying · Land Planning
Transportation · Environmental

April 24, 2012

Mr. Gene Swearingen
Town Manager
Town of Haymarket
15000 Washington Street # 100
Haymarket, VA 20169

ph. (703) 753-2600

gswearingen@townofhaymarket.org

Re: Town of Haymarket Property
15000, 15004, 15010, 15020 & 15026 Washington Street
1.5006 Acres Zoned B-1

Prop 1204007

Dear Mr. Swearingen:

Rinker Design Associates, PC (RDA) is pleased to submit this proposal to perform planning services to prepare a Master Concept Plan for the above referenced properties. This work will be performed pursuant to our meeting and discussions and the standards of the Town of Haymarket. This exhibit will identify permitted and special uses as defined by the ordinance. As discussed, you will provide input as to the mix of uses, potential users and building sizes and copies of any existing proffers and special conditions that may exist on the properties. Following is an outline of the work anticipated to perform these planning services:

ITEM 2010200: Master Concept Plan – \$ 15,000.00

Utilizing existing surveys, plans and information of record for the existing site, roadways, utilities, etc, RDA will review any proffers, special conditions, ordinances and site constraints for the overall property and develop two conceptual layouts for these 1.5 acre properties. We will investigate adjacent site, roadway and utility plans and evaluate buffers, setbacks, zoning regulations, etc. to outline development constraints and opportunities anticipated on the property. We will coordinate with the town staff to identify targeted users, possible building

Attachment: Rinker Haymarket Towncentre Master Plan (1059 : Master Plan - Town Center)

sittings and dimensions and prepare two conceptual layouts of the site and buildings based on any approved rezoning proffers or conditions. Further, we will identify potential special uses and rezoning needs and address conformity to the Town of Haymarket standards and ordinances, potential entrance and offsite roadway improvements, street dedications and environmental constraints, storm water management and best management practices concepts, site amenities and other issues based on a review of the site constraints and establishment of the conceptual development program. Includes coordination with the Town as needed to establish the conceptual development program. Following development of the concept plans, we will prepare a colored rendering to be used for marketing purposes.

ITEM 7010100: Prints - In House -

To cover any necessary prints.

See
 Attached
 Table

ITEM 7010400: Reimbursable Expenses -

To cover reimbursable items, deliveries, overnight mailings, mileage, etc as outlined in the agreement.

See
 Attached
 Table

Contract Amount \$ 15,000.00 plus Reimbursable Expenses
All Fees are Lump Sum unless otherwise noted.

All work will be performed in accordance with the terms and conditions as described in Rinker Design Associates Form C100.01 and the rate schedule, attached hereto and made a part of this contract. RDA will invoice for services on a monthly basis as services are rendered.

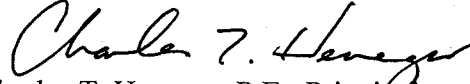
This proposal is effective for a period of sixty (60) days at which time it becomes void unless executed. A signed second copy of this agreement returned to our office will serve as our authorization to proceed with the above work as it is ordered.

We have not included the preparation of other preliminary engineering or survey work at this time. We assume that the concept plan and survey work as prepared by Ross, France & Ratliff will be available in digital format for our use. If not, we will make use of GIS information of record from Prince William County.

Town of Haymarket
Master Concept Plan
April 24, 2012
Page 3 of 3

We are pleased to be of service to your organization and we look forward to working with you in the marketing and development of this project.

Sincerely,



Charles T. Henegar, P.E., Principal
Director of Land Development Services

Attachments

I hereby authorize Rinker Design Associates, P.C. to proceed in accordance with the above outlined proposal.

APPROVED: _____

(Signature) (Date)

(Print Name) (Title)

Z:\2012\CTH\1204007 Haymarket Towncentre Master Plan Proposal.doc

Attachment: Rinker Haymarket Towncentre Master Plan (1059 : Master Plan - Town Center)



TERMS AND CONDITIONS

FORM C100.01

The terms and conditions of this Agreement are as follows:

1. Fees are based on local and state criteria and standards. Special design, extra work, off-site work, client and architectural revisions, and revisions due to changes in governmental policies will be billed at hourly rates.
2. Reimbursable costs such as photo reduction/enlargement, research photo copies, outside printing, mailing, delivery service, subcontract labor, etc., will be charged at cost plus a handling fee of fifteen percent (15%). In addition, any county or state review or submittal fees will be charged at cost plus 15% when Rinker Design Associates is requested to make payment.
3. Clients requesting overtime work will be billed at 1.5 times normal hourly rates. Overtime is defined as work performed in excess of eight hours per day, Monday through Friday and any time on Saturday, Sundays or legal holidays will be billed at 2.0 times normal hourly rates. Any such overtime shall be authorized by the client in writing twenty-four (24) hours prior to the time such work is desired. No guarantees are made as to the availability of personnel for overtime work. Rinker Design Associates shall not be liable for delays. Rinker Design Associates is hereby granted the authority to employ consultants on as needed basis.
4. The attached rate table will be effective through July 31st. On August 1st, and every August 1st thereafter, the rate table may, at the discretion of Rinker Design Associates, P.C. and without notice to the client, be adjusted, to comply with the rate table which is in effect at that time.
5. Invoices will be rendered monthly on or before the 10th of the month, for work performed the previous month, and are due and payable upon receipt. Any dispute over a billing for causes then known or which with the exercise of due diligence and reasonable attention should be known shall be submitted to Rinker Design Associates in writing within twenty (20) days from the date the disputed services or costs initially are billed, or all such disputes or setoffs shall be deemed waived. In the event any bill or portion thereof is disputed by Client, the Client and Rinker Design Associates shall work together to resolve the matter within 60 days of it being called to Rinker Design Associates' attention. If resolution of the matter is not attained within sixty (60) days, either party may terminate this AGREEMENT in accordance with the conditions indicated below. If the undisputed portion of the invoice is not paid by the end of the month in which it initially was rendered, the Client's account shall be considered delinquent and the Client agrees to pay a finance charge of one and one-half percent (1.5%) per month on all delinquent invoices. Payments when received shall be applied first to all outstanding finance charges, and then to the oldest invoice first. At any time any portion of the Client's account is delinquent, including finance charges, Rinker Design Associates shall have the right immediately to cease all further work on the project by giving written notice of that decision to the Client. Client shall waive any claim against Rinker Design Associates, and shall defend and indemnify Rinker Design Associates from and against any claims for injury or loss stemming from Rinker Design Associates cessation of service. If the Client pays all outstanding invoices within seven (7) days from the date of such notice, Rinker Design Associates shall resume work. If the Client pays all outstanding invoices later than seven (7) days from the date of such notice, resumption of work shall be at the sole discretion of Rinker Design Associates, who may elect not to resume. If the account is placed in the hands of an attorney for collection, the Client agrees to waive the benefit of the homestead exemption and all other applicable exemptions, and further agrees to pay an attorney's fee of thirty percent (30%) of the amount of the account at the time it was referred to the attorney, but not less than Five Hundred Dollars (\$500.00), plus all court costs. There will be a \$20.00 charge for all checks returned for insufficient funds. Client hereby submits to the jurisdiction of the Commonwealth of Virginia, consents to venue in Fairfax County, Virginia, and appoints the Secretary of the Commonwealth of Virginia as its agent for service of process.
6. All tracings, survey notes and other original and electronic files and/or documents as instruments of service shall remain the property of Rinker Design Associates. These documents are intended solely for the information and use of the client for the purpose outlined by this agreement. Client shall not use such documents for any other purpose without Rinker Design Associates' prior written consent. Any unauthorized use or re-use of such documents shall be at the risk of the user and the Client and user shall indemnify and hold harmless Rinker Design Associates from any and all claims of any sort and all costs and fees associated therewith arising from or related to such unauthorized use or re-use.



7. If a project is stopped by the client or stopped due to nonpayment by the client, a re-start fee of \$500.00 will be charged. This fee is applicable only if the project has been stopped for at least thirty (30) consecutive calendar days.
8. Fees for surveying services in this agreement do not contain and do not imply any contingency for restaking. In the event that boundary monuments, survey control points, or construction stakes previously existing or placed by Rinker Design Associates are destroyed or missing for any reason, the cost and responsibility for replacement will be borne by the client. The replacement of any such survey markers will occur only after receipt of a properly executed change order or other proper written notification of acceptance of additional charges. All construction stakeout services require five (5) working days notice for the first request, and two (2) working days notice for subsequent requests for additional stakeout services.
9. This Agreement may be terminated with or without cause by either party on thirty (30) days written notice, the end of such notice period being the effective date of termination. Nothing in this provision or in any other provision of this agreement shall be construed to relieve the client of an obligation to pay Rinker Design Associates for all work performed up until the effective date of termination. If the agreement is terminated by the Client, the Client shall pay, in addition to the amount due for all work performed, \$1,000.00 for costs of termination and demobilization.
10. This Agreement is not intended for the benefit of anyone other than Rinker Design Associates and the Client, and shall not give rise to nor be the basis for any claim of any sort by any person or entity not a party hereto.
11. This Agreement may not be assigned by Client without the written consent of Rinker Design Associates. Rinker Design Associates shall be under no obligation to consent to any assignment of the Agreement and its refusal to consent to an assignment shall be no grounds for any claim or action against Rinker Design Associates.
12. It is acknowledged by the parties that field changes and verbal requests for additional work are common, and all work performed pursuant to such verbal changes or requests by the Client shall be billed and paid at the hourly contract rates in effect at the time of performance. No change may be made to these Terms and Conditions, however, other than by written Change Order signed by a Principal of the firm on behalf of Rinker Design Associates.
13. The parties hereto acknowledge that errors, omissions, or defects in the work provided may occur due to the inherent uncertainties in the construction process, subsequent changes, misunderstandings between the parties, human error, or other causes. In the event of discovery of any such error or discrepancy immediate notice thereof shall be given to Rinker Design Associates, who shall take prompt action to correct their work. In such event, the liability of Rinker Design Associates shall for all purposes be limited to \$50,000.00 or to the amounts paid to Rinker Design Associates under this Agreement, whichever is greater. If notice of the asserted error, omission or defect is not given to Rinker Design Associates immediately upon discovery thereof or if not discovered within a reasonable time after it should have been discovered, the liability of Rinker Design Associates shall for all purposes be limited to correction of their errors.
14. In the event of a final determination by a court that any provision in this Agreement is unenforceable, such provision shall be stricken and the remainder of this Agreement shall remain in full force and effect.
15. Except as otherwise specifically set forth, this Agreement imposes upon Rinker Design Associates no obligation to identify, locate, or deal with in any manner the containment, removal, neutralization or other treatment of hazardous waste or asbestos, or to continue work in the field in the presence of hazardous waste or asbestos, and the Client agrees that it shall hold harmless Rinker Design Associates, its agents and employees from and against all claims, damages, losses and/or expenses, and direct, indirect or consequential damages, including but not limited to attorney's fees and court or arbitration costs, arising from or related to performance of the work by Rinker Design Associates in any way related to hazardous waste or asbestos.
16. Rinker Design Associates conforms to the provisions of nondiscrimination, on the basis of race, color, national origin, gender, age, disability and low income populations, in all programs and activities in accordance with Title VI of the Civil Rights Act of 1964. If you need more information, or special assistance for persons with disabilities or limited English proficiency, contact Rinker Design Associates' Human Resource Department in our Manassas Office at (703) 368-7373 (TTY users, dial 711 in Virginia or 1-800-828-1120 from anywhere).

HOURLY RATES Rate Table 28

Item	Rate
Principal	\$240.00/hr
Department Head/Branch Manager	\$180.00/hr
Field Party	\$135.00/hr
Project Manager	\$140.00/hr
Senior Engineer/Surveyor/Planner	\$115.00/hr
Project Engineer/Surveyor/Planner	\$100.00/hr
Engineer/Survey/Planning Technician	\$95.00/hr
Environmental Specialist	\$115.00/hr
Landscape Architect	\$125.00/hr
CAD Technician	\$85.00/hr
Clerical/Delivery	\$50.00/hr
Laborer/Flag Person	\$45.00/hr
CADD Workstation (if applicable)	\$25.00/hr
OTHER ITEMS	
Plotter Mylar	\$3.00/S.F.
Plotter Bond	\$0.36/S.F.
Photographic Prints	\$9.00/S.F.
Prints (Minimum Charge)	\$30.00
Black/White Copies	\$0.30/ea
Color Copies	\$1.00/ea
Mileage	\$0.40/ea

Unless specifically stated in the contract, all other fees and reimbursables are not included in unit, lump sum, or estimated fee tasks. Other fees will be invoiced at the above stated prices.

A 25% surcharge will be applied to the above hourly rates for time spent in depositions or while in actual trial if requested as an additional service in contract. Governmental fees, permit cost and/or any other fees for review are not included. Clients are expected to pay such fees direct.

Minimum time segment for field work is four (4) hours. The minimum for office is one half hour.



TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: Communications Policy
DATE: 07/02/12

Please see the attached communications policy. This policy has been reviewed by the Virginia Municipal League.

ATTACHMENTS:

- Communications Policy (PDF)

MEMORANDUM

To: Members of the Haymarket Town Council

From: Mayor David M. Leake

Date: July 1, 2012

Subject: Communications Policy

The attached policy addresses Council communications. These policies embody efficient practices used by other local governments. A copy will also be provided electronically.

I invite you to contact me at any time. My door is always open, and I am looking forward to a productive working relationship with each of you over the next two years.

Attachment

- c. Gene Swearingen, Town Manager
Jennifer Preli, Town Clerk
Sherrie Wilson, Deputy Town Clerk

COMMUNICATIONS POLICY

This policy enhances communications between the Town Council and Town Manager, Town Attorney, Town Clerk. Channeling communications in accordance with this policy ensures a timely and accurate flow of information in support of Council priorities.

Communications at Dais

When sitting at the dais, Councilmembers raise their hands to be recognized by the Mayor, as may be appropriate, for discussion or comment for a reasonable period of time or for such time period as may be set by the chair, on matters before Council. On matters properly before Council for discussion by Council, each Councilmember will normally have the opportunity to speak once on the topic. Brevity and conciseness of any member's discussion are appreciated by those in attendance. This process keeps the meetings orderly and efficient and ensures no member will use more than their fair share of Council's time.

Communications with Town Staff

Requests for staff services are addressed to the Town Manager, Town Clerk, Town Attorney, Mayor and other members of Council as necessary and appropriate. Council communicates directly with the Town Manager on all matters relating to the Town, including operational and personnel matters; with the Town Attorney on legal and legislative issues; and with the Town Clerk on administrative and housekeeping matters.

When communications require input or information from staff, responses include Council as a whole. If Council is copied on correspondence received by the Mayor, the Mayor's response is provided to Council. The Mayor provides copies of letters sent on behalf of the Town and Council.

When a member of Council is interested in a specific operation or process, a presentation is provided by such Councilmember at a work session, or at a regular Council meeting if a proper agenda item, allowing an opportunity for the entire Council to ask questions, discuss, and, if necessary, modify the process or direction to staff.

Administrative Services

The Town Clerk's office maintains effective working relationships with the Town Council and Town Manager.

Requests for administrative services are made electronically directly to the Town Clerk, who delegates tasks within her office. If the request requires resources which may impact the meeting of the daily requirements of the office, the Town Clerk will refer the request to the Town Manager for approval.

The Clerk's office is not staffed to serve as personal administrative assistants to individual members of Council and does not craft or transcribe correspondence from dictation. The demands placed on the office are consistently high and necessitate that specific parameters be applied relative to requests by individual Councilmembers. Individual members of Council should provide correspondence directly to the Town Clerk electronically; the Clerk's office will format and edit to conform to Town standards and will distribute as directed.

Councilmembers should respond to RSVP requests from the Town Clerk within three working days or by the date specified for receptions, gatherings or events (the Clerk's office RSVPs collectively for Council); and as requested for comment on resolutions or draft correspondence. The Clerk's office makes all travel arrangements and hotel accommodations for events attended by Council.

Virginia Freedom of Information Act

The Town Clerk serves as the custodian of record. Communications constituting public records are provided under the Virginia Freedom of Information Act (FOIA). The Public Information Officer provides a copy of all FOIA requests directly to Council. The Town Clerk attests all official records requested under FOIA to authenticate "official" Town communications and to ensure communications are not received from a source other than the custodian of record.

Communications Among Councilmembers

There are occasions when Councilmembers communicate among themselves electronically. These communications constitute public records under the Virginia Freedom of Information Act and are subject to release under FOIA. As the custodian of record, the Town Clerk should be copied on matters relating to Town business. "Confidential" communications are not shared with the general public or any individual not privy to the confidential information. "Confidential," however, does not guarantee exclusion from FOIA and may be considered public record subject to release under FOIA.

Communications on Council Positions

Councilmembers may send individual comments to boards and commissions on issues before those bodies, though Council should exercise considerable discretion particularly on matters that ultimately come before Council.

Communications stating guidance or positions on behalf of the Town or Council as a whole are reviewed by Council prior to distribution unless in furtherance of established Town or Council policies or decisions.

Communications between other Boards

The Chairs of the Architectural Review Board and the Planning Commission shall, each month, provide a report to the Town Clerk, for submission in the next regularly scheduled agenda of the Town Council. The report shall be furnished to the clerk at least one week prior to the Council meeting. The report shall contain the following information:

- Any action on an application, whether it be opposed or in favor
- Any appointment of Vice Chair or other position on the board
- Creation of sub-committees and their membership
- Recommendations on code deficiencies
- Recommendations on Capital Improvement Projects

Town Council Research/Information Requests to Town Staff/Town Attorney

Any research or information requested by Councilmembers is provided to the entire Council as a whole unless privileged. This process ensures all Councilmembers have the same information.

Members of Council communicate directly with the Town Attorney as necessary. The Town Attorney will determine whether Mayor or Town Council direction is necessary prior to following up on requests for legal review, research or action.



David M. Leake, Mayor
July 1, 2012



TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: HVAC Repairs/Replacement
DATE: 07/02/12

**The unit that heats and cools the Town Hall/Council Chambers area needs to be replaced.
The condenser in one of the HVAC units at the Daytime/Playtime building needs to be replaced.**

BACKGROUND

Town Hall HVAC

The downstairs HVAC unit is leaking water from the condenser unit. The system is nearly 30 years old and needs to be replaced. We have made a temporary repair to keep the system cooling and have received bids from Heating and Air Conditioning companies who have worked with us previously.

Councilmember Kenworthy is working with the staff to review the proposals and recommend a vendor. The final information will be provided at the meeting along with a recommendation.

Daytime/Playtime Condenser Unit

The unit that serves the second floor of the building stopped working this week. Inspection by two companies indicates that the condenser needs to be replaced. We will be getting bids for the work and will have a recommendation for the Council on Monday night.

RECOMMENDATION

It is recommended that the Town Council approve the recommended vendor for the Town Hall unit and direct the staff to enter into a contract to replace the HVAC system in the Town Hall/Council Chambers area.

It is also recommended that the Town Council approve the recommended vendor for replacement of the condenser unit in the system at Daytime/Playtime.

It is further recommended that the Town Council approve the amounts of the bids and that the amounts be charged to the Town Center Property line item.



TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: Old Post Office
DATE: 07/02/12

The foundation for the addition was laid this week. Bids on the plumbing work for the ADA bathroom were received. The Cost Tracking Report through Friday, June 22 is attached.

The budget for the renovation of the Old Post Office is \$200,000. Based on the cost tracking report, through June 22, the estimate for completion of the building renovation is \$140,399.00 with the balance of \$59,601.00 as a contingency amount for unanticipated expenses.

The actual amount completed, invoiced and paid through June 22 is \$73,997.00. This report will be updated to include all billing through the end of June and will be provided to the Council on Monday night.

It is requested that the Town Council, as part of the Budget appropriation, approve the expenditure of the remaining funding for the completion of the Old Post Office renovation project.

Appropriation Request: Old Post Office

Old Post Office

Original Budget	\$200,000.00	
Billed and Paid thru 6/30/12	\$78,482.00	
Amount Remaining	\$121,518.00	
Requested Appropriation	\$121,518.00	
Total Appropriation Request		\$121,518.00

Updated 4:00 p.m. 07/02/2012

Attachment: Appropriation Request - Old Post Office (1051 : Old Post Office)



TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: Hulfish House
DATE: 07/02/12

Work on the interior of the Hulfish House includes plumbing work for the bathroom, installation of doors and windows, installation of electrical service, installation of gutters and downspouts, completion of exterior painting and installation of HVAC system.

The budget for the renovation of the Hulfish House and Outbuilding is \$150,000. Based on the Cost Tracking Report through June 22, the estimate for completion of the building renovation is \$134,347.00 with the balance of \$15,653.00 as a contingency amount for unanticipated expenses.

The actual amount completed, invoiced and paid through June 22 is \$95,573.00.

The tenant for the Hulfish House, Doris Buck, will attend the Council meeting.

It is requested that the Town Council, as part of the Budget appropriation, approve the expenditure of the remaining funding for the completion of the Hulfish House renovation project.

ATTACHMENTS:

- Hulfish House - Cost Tracking (XLSX)

Cost Tracking: Hulfish House

Item	Estimated Cost	Actual Cost	Notes
Cover exposed interior walls; remove temporary walls and flooring	\$ 2,700.00	\$ 2,700.00	Work Complete
Clear interior wall; install sump pump; install temporary floor inside door	\$ 1,800.00	\$ 1,800.00	Work Complete
Prepare all exterior walls for painting	\$ 11,000.00	\$ 11,000.00	Work Complete
Exterior walls - materials	\$ 1,000.00	\$ 1,595.00	Work Complete
Install sister joists/replacement joists and plywood	\$ 5,000.00	\$ 5,678.00	Work Complete
Materials - joists and plywood	\$ 2,500.00	\$ 2,324.00	Work Complete
Repair/replace boarded windows and doors	\$ 5,000.00	\$ 4,500.00	Total will be \$4,500 including cost of replacement windows and labor.
Remove interior walls on second floor	\$ 1,500.00	\$ 1,200.00	Work Complete
Remove plaster and drywall on first and second floor	\$ 5,000.00	\$ 3,800.00	Work complete
Install Insulation and dry wall throughout	\$ 3,500.00	\$ 2,900.00	Low bid quote
Install ADA Bathroom on side porch	\$ 6,000.00	\$ 6,000.00	Low bid quote from Cameron Plumbing

Attachment: Hulfish House - Cost Tracking (1052 : Hulfish House)

Replace Roof	\$ 15,000.00	\$ 12,000.00	Low bid quote from Smith & Son.
Chimney repair	\$ 2,000.00	\$ 2,000.00	Work Complete
Materials - Roof and interior framing	\$ 3,300.00	\$ 3,300.00	Replace rotten wood found behind walls and roof rafters.
Electrical	\$ 12,000.00	\$ 5,000.00	Low bid
HVAC Installation	\$ 15,000.00	\$ 10,500.00	Low bid quote from L.H. Mechanical
Repair rear foundation wall	\$ 7,500.00	\$ 7,500.00	Payne price
Fill exterior foundation opening with dirt		\$ 3,500.00	Trenching for power to building
Paint Building	\$ 20,000.00	\$ 17,200.00	Low bid quote from Gossom 3/13.
Repair/Replace Upstairs Flooring	\$ 3,500.00	\$ 3,500.00	Waiting for quotes
Install Downstairs Floor and repair stairs	\$ 6,500.00	\$ 8,500.00	Waiting for Quotes
Build cover over open foundation area	\$ 3,500.00	\$ 5,000.00	Estimate from Payne
Install gutters	\$ 3,000.00	\$ 2,240.00	Not to exceed quote from Smith and Son
Out building repairs	\$ 5,500.00	\$ 5,500.00	Obtaining quotes for all work
Out building Roof	\$ 4,000.00	\$ 2,600.00	Low bid quote from Smith & Son Construction 3/20
Engineering Support	\$ 3,000.00	\$ 2,510.00	Billed through 5/30

Attachment: Hulfish House - Cost Tracking (1052 : Hulfish House)

Sub-Total	\$ 148,800.00	\$ 134,347.00
Contingency 25%	\$ 1,200.00	\$ 15,653.00
Total	\$ 150,000.00	\$ 150,000.00

Appropriation Request: Hulfish House

	Hulfish House
Original Budget	\$150,000.00
Billed and Paid thru 6/30/12	\$111,526.00
Amount Remaining	\$38,474.00
Requested Appropriation	\$38,474.00
Total Appropriation Request	\$38,474.00

Updated 4:00 p.m. 07/02/2012

Attachment: Appropriation Request - Hulfish (1052 : Hulfish House)



TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: Legal Services
DATE: 07/02/12

In March 2011 the Town hired Robert Dively, a condemnation attorney, to assist with the taking of certain properties along Washington Street as part of the Streetscape project.

Of the twelve property owners whose property was impacted by the Streetscape project, eight refused to accept the settlement monetary offer made by the town. Rather than abandon the Streetscape project, the Town Council decided to condemn the property in question and hired Robert Dively, to assist in the effort.

To date Mr. Dively has been paid \$39,386 to handle condemnations proceedings with respect to the Washington Street Enhancement Project. Of that amount, \$12,258 is attributed to negotiations with the Haymarket Baptist Church.

It is requested that the Town Council appropriate and authorize the expense, up to \$10,000, for legal services from Mr. Dively. The monies should be appropriated from the Streetscape funding line item.



TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: Budget Appropriations
DATE: 07/02/12

ATTACHMENTS:

- Appropriations By Fund FYE 06-30-2013 (PDF)

Town of Haymarket Approved - Budget Overview

July 2012 through June 2013

	General (Government Funds) Jul '12 - Jun 13	Public Safety (Government Funds) Jul '12 - Jun 13	Parks, Rec & Culture (Government Funds) Jul '12 - Jun 13	Development (Government Funds) Jul '12 - Jun 13	Total Government Funds Jul '12 - Jun 13	Enterprise Jul '12 - Jun 13	TOTAL Jul '12 - Jun 13
Ordinary Income/Expense							
Income							
Development Revenue				1,235,562.00	1,235,562.00		1,235,562.00
Events/Other Town activities			10,500.00		10,500.00		10,500.00
Operating Revenue	1,225,469.00			1,000.00	1,226,469.00	265,000.00	1,491,469.00
Public Safety		104,762.00			104,762.00		104,762.00
Tax Income/Individuals	319,152.00				319,152.00		319,152.00
Total Income	1,544,621.00	104,762.00	10,500.00	1,236,562.00	2,896,445.00	265,000.00	3,161,445.00
Gross Profit	1,544,621.00	104,762.00	10,500.00	1,236,562.00	2,896,445.00	265,000.00	3,161,445.00
Expense							
Capital Improvements & Repairs	70,069.00	34,795.00		1,361,000.00	1,465,864.00		1,465,864.00
Council & Boards	34,000.00				34,000.00		34,000.00
Events			7,500.00		7,500.00		7,500.00
Museum			6,862.82		6,862.82		6,862.82
Operating Expenses	216,000.18	31,914.00		54,870.00	302,784.18	8,499.00	311,283.18
Public Safety		97,794.00			97,794.00		97,794.00
Public Works	129,489.00				129,489.00		129,489.00
Staff Wages & Benefits	404,372.00	354,606.00	4,000.00		762,978.00		762,978.00
Town Owned Property	106,001.00	82,062.00	46,265.00		234,328.00	111,346.00	345,674.00
Total Expense	959,931.18	601,171.00	64,627.82	1,415,870.00	3,041,600.00	119,845.00	3,161,445.00
Net Ordinary Income	584,689.82	-496,409.00	-54,127.82	-179,308.00	-145,155.00	145,155.00	0.00
Net Income	584,689.82	-496,409.00	-54,127.82	-179,308.00	-145,155.00	145,155.00	0.00



TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: Police Report
DATE: 07/02/12

The Chief of Police provides a monthly report to the Town Council. Please see that report attached.

ATTACHMENTS:

- Police Report July 2012 (PDF)

Town Police Statistics for March, April, & May 2012

Activity	March	April	May	Total
Mileage	4874	4262	4853	13989
Gas	465.1	418.5	344.6	1228.2
Warning Tickets	97	50	32	179
Parking Tickets	11	5	1	17
Uniform Traffic Summons	111	134	57	302
Criminal Felony	0	0	8	8
Criminal Misdemeanor	0	6	3	9
Reports	14	26	11	51
Complaints	315	307	257	879
Accidents	2	0	2	4
Hours Worked	936.2	930	995	2861.2

The Haymarket Police Department Staff participated in the following activities for the month of May 2012:

Police Officer Memorial Service at the Middletown Police Academy Campus.

Chief Roop, Deputy Chief Breeden, and Officer Story assisted Stephens City Police with The Heritage Festival in the Town of Stephens City.

Officer Shaver was a participant in the Operation Lifesaver Train ride which departed from Manassas on May 23, 2012 traveled to Front Royal and returned to Manassas on the same date. The object of this ride was to educate first responders on all the potential dangers of the railway, not just crossing dangers.

Planning for the upcoming June 3, 2012 Multi-jurisdictional Sobriety Checkpoint was implemented.

Criminal Stats for May 2012
Haymarket Police Department

1. Noise Complaint = 1
2. Drugs = 8 (Felony charges surrounding prescription fraud)
3. Animal Call = 1 (Groundhog at Pace)
4. Suspicious Person = 1
5. Suspicious Vehicle = 1
6. Petit Larceny = 1 (Shoplifting)
7. Grand Larceny = 1 (Lawn care equipment)
8. Assist PWC = 5
9. Assist Fire Dept. = 1
10. Alarm calls = 2
11. Motor Vehicle Accidents = 2



TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: Treasurer's Report
DATE: 07/02/12

The Chief Financial Officer provides a monthly update to the Town Council. Please see that report attached.

ATTACHMENTS:

- Treasurer's Report July 2012 (PDF)

ITEMS FOR COUNCIL CONSIDERATION

1 Summary of Revenues						
Class Totals - Expenditures	Approved Budget	Amended Budget	Adj Actual	Under Budget	Over Budget	Net
Total Development Revenue	895,552	895,552	121,009	(852,687)	78,144	(774,543)
Total Events/Other Town activitie	15,000	15,000	7,709	(7,291)	0	(7,291)
Total Operating Revenues	1,305,747	1,305,747	1,476,264	(43,468)	213,985	170,517
Total Public Safety	107,907	107,907	131,587	(7)	23,687	23,680
Total Tax Income/Individuals	299,247	299,247	289,098	(10,629)	480	(10,149)
Prior Years - Town Surplus		500,000	311,703	(188,297)	0	(188,297)
Total Revenues	2,623,453	3,123,453	2,337,369	(1,102,380)	316,296	(786,084)

Summary of Expenditures						
Class Totals - Expenditures	Approved Budget	Amended Budget	Adj Actual	Over Budget	Under Budget	Net
Total Capital Improvements & Re	1,116,028	1,592,528	552,411	(6,027)	1,046,144	1,040,117
Total Council & Boards	43,000	43,000	28,135	0	14,865	14,865
Total Events	13,500	13,500	6,331	0	7,169	7,169
Total Museum	8,915	8,915	4,002	(921)	5,834	4,913
Total Operating Expenses	264,741	264,741	211,414	(40,618)	93,945	53,327
Total Public Safety.	87,400	95,900	80,516	(136)	15,520	15,384
Total Public Works	110,100	110,100	110,411	(17,659)	17,347	(311)
Total Staff Wages & Benefits	697,839	697,839	641,137	(3,467)	60,169	56,702
Total Town Owned Property	281,930	296,930	292,137	(23,041)	27,834	4,793
Total Expense	2,623,453	3,123,453	1,926,495	(91,869)	1,288,827	1,196,958
Net Surplus	0	0	410,874	(1,194,248)	1,605,123	410,874
						0.00

2 Pending End of Year "Budget Transfers" - Authorized	Class	
1 Telephone Sytem	\$ 2,964	Operating Expenses:Office Expense:Office Equipment
2 Replace QB's	\$ 11,136	Operating Expenses:Office Expenses:Office Supplies
3 Fireproof File (2)	\$ 3,358	Operating Expenses:Office Expense:Office Equipment
4 Computer W/Stations	\$ 1,860	Operating Expenses:Office Expense:Office Equipment
5 Police Radios	\$ 46,314	Capital Improvements & Repairs:Capital Improvements:Police Cruiser
6 Website Upgrade	\$ 7,500	Town Owned Property:15000 Washington St. (T.H.B):Internet & Website
7 Renovate T/H U-St B-Rm	\$ 8,800	Town Owned Property:15000 Washington St (Tenants):Building Repairs
8 P/D & F-Pantry Bldg		Capital Improvements & Repairs:Capital Improvements:Town Center Propert
9 Town Decorations	\$ 20,000	Events:Holiday Decorating
S/Total Appropriated	\$ 101,932	
Posted To Date(Incurred)	\$ (51,257)	
Balance Remaining	50,674.60	

	Approved Budget	Amended Budget	Adj Actual	Over Budget	
3 Line Items Over 4th Qt Appropriations:					
Capital Improvements					
Police Cruiser	19,240	19,240	20,765	(1,525)	
Street Scape Funding	50,000	60,000	64,502	(4,502)	(6,027)
Museum					
Dues & Subscriptions	45	45	60	(15)	
Security System	270	270	1,048	(778)	
Website	450	450	578	(128)	(921)
OPERATING EXPENSES					
DHCD Surcharge	412	412	975	(563)	
Commissioner Admin Fee	4,000	4,000	4,114	(114)	
Office Equipment	2,900	2,900	8,637	(5,737)	
Office Supplies	4,000	4,000	16,437	(12,437)	
Admin Support			1,998	(1,998)	
Building Official	15,140	15,140	22,770	(7,630)	
Pass thru Fees	0	0	12,140	(12,140)	(40,618)
PUBLIC SAFETY					
Office Equipment	300	300	436	(136)	(136)
Public Works					
Town Decorations	0	0	17,659	(17,659)	(17,659)
STAFF WAGES & BENEFITS					
Employer Payroll Taxes	41,436	41,436	44,903	(3,467)	(3,467)
TOWN OWNED PROPERTY					
14710 Washington St (Police Dp)					
Cleaning	3,000	3,000	3,905	(905)	
Sprint/Nextel Communications	1,900	1,900	2,016	(116)	
Internet & Website	2,500	2,500	11,579	(9,079)	
Telephone	1,000	1,000	1,681	(681)	
15000 Wash St (Tenants)					
Cleaning	3,000	3,000	5,340	(2,340)	
Building Repairs	0	0	8,875	(8,875)	
Electric	2,450	2,450	2,631	(181)	
Leasehold Real Estate Tax	900	900	1,765	(865)	(23,041)
					(91,869)

Attachment: Treasurer's Report July 2012 (1034 : Treasurer's Report)

Town of Haymarket
4th Qt Ending 06-30-2012
Actual Vs. Appropriated Budget

5.B.a

			06/22/2012	Approved Budget	Amended Budget	Adj Actual	Under Budget	Over Budget
			Jul '11 - Jun 12	July 2011 - June 2012	06/22/2012	06/22/2012	06/22/2012	06/22/2012
REVENUES								
Income								
Development Revenue								
				10,000	10,000	3,100	(6,900)	0
				12,400	12,400	39,185	0	26,785
				400,000	400,000	18,947	(381,053)	0
				450,000	450,000	0	(450,000)	0
				140	140	1,000	0	860
						50,028	0	50,028
				20,000	20,000	5,491	(14,509)	0
				20,000	20,000	5,491	(14,509)	0
				2,600	2,600	2,375	(225)	0
				412	412	883	0	471
				895,552	895,552	121,009	(852,687)	78,144
Events/Other Town activities								
				15,000	15,000	7,709	(7,291)	0
				15,000	15,000	7,709	(7,291)	0
Operating Revenue								
				30,000	30,000	24,653	(5,347)	0
				143,277	143,277	226,066	0	82,789
				7,200	7,200	0	(7,200)	0
				13,250	13,250	17,887	0	4,637
					0	19,691	0	19,691
				133,400	133,400	183,638	0	50,238
					0	0	0	0
				11,700	11,700	1,973	(9,727)	0
				11,700	11,700	1,973	(9,727)	0
				415,000	415,000	446,713	0	31,713
					0	4,192	0	4,192
				1,300	1,300	13,125	0	11,825
				13,300	13,300	9,119	(4,181)	0
				1,316	1,316	1,438	0	122
				240,004	240,004	248,782	0	8,778
				82,000	82,000	65,899	(16,101)	0
				214,000	214,000	213,088	(912)	0
				1,305,747	1,305,747	1,476,264	(43,468)	213,985
					500,000	311,703	(188,297)	0
Public Safety								
				100	100	480	0	380
				7	7	0	(7)	0
				37,300	37,300	48,125	0	10,825
				70,000	70,000	82,276	0	12,276
				500	500	705	0	205

Attachment: Treasurer's Report July 2012 (1034 : Treasurer's Report)

Town of Haymarket
4th Qt Ending 06-30-2012
Actual Vs. Appropriated Budget

Total Public Safety	107,907	107,907	131,587	(7)	23,687
Tax Income/Individuals					
PP Tax Relief	18,627	18,627	18,627	(0)	0
Real Property Tax	280,215	280,215	269,586	(10,629)	0
Town Decal Receipts	405	405	885	0	480
Total Tax Income/Individuals	299,247	299,247	289,098	(10,629)	480
Total Revenues	2,623,453	3,123,453	2,337,369	(1,102,380)	316,296

EXPENDITURES

	06/22/2012	Approved Budget	Complete Allocation	Adj Actual	Over Budget	Under Budget
	25%	Jul '11 - Jun 12	July 2011 - June 2012	06/22/2012	06/22/2012	06/22/2012
Capital Improvements & Repairs						
Development						
Boundry Adjustment Cost		55,000	1,353	1,353	0	0
Total Development		55,000	1,353	1,353	0	0
Capital Improvements						
Police Cruiser		19,240	19,240	20,765	(1,525)	0
Town Center Property		74,354	113,001	58,418	0	54,583
Total Capital Improvements		93,594	132,241	79,183	(1,525)	54,583
Street Scape Expenditures		900,000	890,000	95,670	0	794,330
Street Scape Funding		50,000	60,000	64,502	(4,502)	0
Res-Unappropriated/Appropriated						
General Reserve		17,434	8,934	0	0	8,934
Prior Years Surplus			500,000	311,703	0	188,297
Total Res-Unappropriated/Appropriated		17,434	508,934	311,703	0	197,231
Total Capital Improvements & Repairs		1,116,028	1,592,528	552,411	(6,027)	1,046,144
Council & Boards						
Architectural Review Board		5,000	5,000	2,805	0	2,195
Mayor and Council		32,000	32,000	21,825	0	10,175
Planning Commission		6,000	6,000	3,505	0	2,495
Total Council & Boards		43,000	43,000	28,135	0	14,865
Events						
Spend the Day In Haymarket		13,500	13,500	6,331	0	7,169
Total Events		13,500	13,500	6,331	0	7,169
Museum						
Equipment		250	250	16	0	234
Museum Programs		4,000	4,000	0	0	4,000
Advertising/Marketing		3,500	3,500	2,090	0	1,410
Dues & Subscriptions		45	45	60	(15)	0
Office Supplies		400	400	210	0	190
Security System		270	270	1,048	(778)	0
Website		450	450	578	(128)	0
Total Museum		8,915	8,915	4,002	(921)	5,834

Attachment: Treasurer's Report July 2012 (1034 : Treasurer's Report)

Town of Haymarket
4th Qt Ending 06-30-2012
Actual Vs. Appropriated Budget

EXPENDITURES

				06/22/2012	Approved Budget	Complete Allocation	Adj Actual	Over Budget	Under Budget
Operating Expenses									
				Advertising - Meals Tax	7,000	7,000	418	0	6,582
				Audit	16,500	16,500	13,950	0	2,550
				Advertising	6,000	6,000	3,303	0	2,697
				Bank Service Charges	150	150	(189)	0	339
				Bond Amortization Expense	1,139	1,139	1,026	0	113
				Cigarette Tax Administration	7,000	7,000	6,613	0	387
				Commissioner Admin Fee	4,000	4,000	4,114	(114)	0
				DHCD Surcharge	412	412	975	(563)	0
				Discretionary Fund	3,000	3,000	752	0	2,248
				Grant Proceeds Used	7,200	7,200	792	0	6,408
				Insurance					
				Liability	41,500	41,500	27,631	0	13,869
				Worker's Compensation	6,350	6,350	5,922	0	428
				Total Insurance	47,850	47,850	33,553	0	14,297
				Office Expenses					
				Dues and Subscriptions	2,850	2,850	2,518	0	332
				Leased Equipment	2,450	2,450	1,070	0	1,380
				Literature & Publications	800	800	785	0	15
				Office Equipment	2,900	2,900	8,637	(5,737)	0
				Office Supplies	4,000	4,000	16,437	(12,437)	0
				Postage and Delivery	5,000	5,000	2,720	0	2,280
				Printing and Reproduction	10,000	10,000	8,529	0	1,471
				Repairs/Maintenance					
				Computer Repairs	1,500	1,500	910	0	590
				Equipment Repairs			0	0	0
				Copier Maintenance	2,800	2,800	1,290	0	1,510
				Total Repairs/Maintenance	4,300	4,300	2,200	0	2,100
				Total Office Expenses	32,300	32,300	42,897	(18,173)	7,577
				Professional Services					
				Building Official	15,140	15,140	22,770	(7,630)	0
				Admin Support			1,998	(1,998)	0
				Chief Financial Officer	30,000	30,000	21,182	0	8,818
				Engineering Fees	10,000	10,000	(898)	0	10,898
				Legal Fees	45,000	45,000	33,383	0	11,617
				Planner	10,000	10,000	3,854	0	6,146
				Pass thru Fees			12,140	(12,140)	0
				Storm Water Plan Review/Inspect	10,000	10,000	2,207	0	7,793
				Total Professional Services	120,140	120,140	96,637	(21,768)	45,271
				PWC BOE	3,300	3,300	2,950	0	350
				Training & Education	3,500	3,500	1,375	0	2,125
				Travel & Ent					
				Entertainment	500	500	259	0	241
				Lodging	1,500	1,500	596	0	904
				Meals	750	750	152	0	598

Attachment: Treasurer's Report July 2012 (1034 : Treasurer's Report)

Town of Haymarket
4th Qt Ending 06-30-2012
Actual Vs. Appropriated Budget

EXPENDITURES

				06/22/2012	Approved Budget	Complete Allocation	Adj Actual	Over Budget	Under Budget
				Mileage	2,500	2,500	1,241	0	1,259
				Total Travel & Ent	5,250	5,250	2,249	0	3,001
				Total Operating Expenses	264,741	264,741	211,414	(40,618)	93,945
				Public Safety.					
				Advertising	650	650	0	0	650
				Discretionary Fund	750	750	383	0	367
				Dues & Subscriptions	4,000	4,000	3,801	0	199
				Equipment Rental	2,700	2,700	2,165	0	535
				Equipment Maintenance	1,500	1,500	1,146	0	354
				Equipment	7,000	15,500	10,236	0	5,264
				Grant Passthrough	8,500	8,500	7,772	0	728
				Legal	12,000	12,000	9,338	0	2,663
				Office Supplies	2,500	2,500	2,211	0	289
				Office Equipment	300	300	436	(136)	0
				Postage & Delivery	450	450	417	0	33
				Promotional	700	700	268	0	432
				Public Defender	2,500	2,500	1,560	0	940
				Security System	500	500	263	0	237
				Travel/Meals/Mileage	1,500	1,500	817	0	683
				Uniforms/Accessories	3,000	3,000	2,945	0	55
				Uniform Maintenance	3,850	3,850	2,808	0	1,042
				Vehicle/Fuel	20,000	20,000	19,766	0	234
				Vehicle/Maintenance	15,000	15,000	14,184	0	816
				Total Public Safety.	87,400	95,900	80,516	(136)	15,520
				Public Works					
				Landscaping	15,000	15,000	11,396	0	3,604
				Maintenance Contract/Street	7,000	7,000	5,736	0	1,264
				Snow Removal	4,000	4,000	0	0	4,000
				Street Light Electricity	4,100	4,100	3,192	0	908
				Town Decorations			17,659	(17,659)	0
				Trash Removal	80,000	80,000	72,429	0	7,571
				Yard/Bldg Maintenance		0	0	0	0
				Total Public Works	110,100	110,100	110,411	(17,659)	17,347
				Staff Wages & Benefits					
				Salaries, Wages & Earnings					
				Staff - Museum	6,000	6,000	0	0	6,000
				Salaries & Wages	189,757	189,757	170,399	0	19,358
				Payroll Only (Public Safety)	308,614	308,614	287,288	0	21,326
				Total Salaries, Wages & Earnings	504,371	504,371	457,687	0	46,684
				Payroll Burden					
				Health/Life Disability Ins	113,025	113,025	102,623	0	10,402
				Employer Payroll Taxes	41,436	41,436	44,903	(3,467)	0
				Payroll Processing Fees	2,950	2,950	2,104	0	846
				Retirement Contributions	36,057	36,057	33,820	0	2,237
				Total Payroll Burden	193,468	193,468	183,450	(3,467)	13,485

Attachment: Treasurer's Report July 2012 (1034 : Treasurer's Report)

Town of Haymarket
4th Qt Ending 06-30-2012
Actual Vs. Appropriated Budget

EXPENDITURES

				06/22/2012	Approved Budget	Complete Allocation	Adj Actual	Over Budget	Under Budget
				Total Staff Wages & Benefits	697,839	697,839	641,137	(3,467)	60,169
				Town Owned Property					
				14710 Washington St (Police Dp)					
				Building Maintenance/Cleaning	2,500	2,500	95	0	2,406
				Building Maintenance/Repairs	5,000	5,000	3,805	0	1,195
				Communications					
				Sprint/Nextel Communications	1,900	1,900	2,016	(116)	0
				VA Info Technologies	675	675	349	0	326
				Verizon	6,000	6,000	4,932	0	1,068
				Total Communications	8,575	8,575	7,297	(116)	1,394
				Utilities					
				Cable	1,225	1,225	1,218	0	7
				Electric	2,400	2,400	2,039	0	361
				Gas	1,675	1,675	1,422	0	253
				Total Utilities	5,300	5,300	4,679	0	621
				Total 14710 Washington St (Police Dp)	21,375	21,375	15,875	(116)	5,616
				14740 Washington St (Vac Harr)					
				Debt Service					
				SunTrust - Harrover	63,002	63,002	58,180	0	4,822
				SunTrust - Harrover	58,470	58,470	58,180	0	290
				Total Debt Service	121,472	121,472	116,361	0	5,111
				Total 14740 Washington St (Vac Harr)	121,472	121,472	116,361	0	5,111
				15000 Washington St. (T.H.B)					
				Building Repairs	3,500	3,500	934	0	2,566
				Cleaning	3,000	3,000	3,905	(905)	0
				Gen'l Obligation Bonds	97,353	97,353	97,353	0	0
				Internet & Website	2,500	2,500	11,579	(9,079)	0
				Pest Control	750	750	0	0	750
				Utilities					
				Electric	9,500	9,500	9,428	0	72
				Long Distance	1,000	1,000	689	0	311
				Telephone	1,000	1,000	1,681	(681)	0
				Water	4,000	4,000	3,194	0	806
				Total Utilities	15,500	15,500	14,992	(681)	1,189
				Total 15000 Washington St. (T.H.B)	122,603	122,603	128,763	(10,665)	4,505
				15000 Washington St (Tenants)					
				Cleaning	3,000	3,000	5,340	(2,340)	0
				Building Repairs			8,875	(8,875)	0
				Leasehold Real Estate Tax	900	900	1,765	(865)	0
				Pest Control	600	600	290	0	310
				Utilities					

Attachment: Treasurer's Report July 2012 (1034 : Treasurer's Report)

Town of Haymarket
4th Qt Ending 06-30-2012
Actual Vs. Appropriated Budget

EXPENDITURES

06/22/2012				Approved Budget	Complete Allocation	Adj Actual	Over Budget	Under Budget
			Electric	2,450	2,450	2,631	(181)	0
			Gas	200	200	0	0	200
			Total Utilities	2,650	2,650	2,631	(181)	200
			Total 15000 Washington St (Tenants)	7,150	7,150	18,900	(12,260)	510
			15020 Washington St (Red Rstr)					
			Old Post Office Utilities	175	175	0	0	175
			15020 Washington St (Red Rstr) - Other	2,500	2,500	0	0	2,500
			Total 15020 Washington St (Red Rstr)	2,675	2,675	0	0	2,675
			15025 Washington St (Museum)					
			Repairs	2,500	2,500	0	0	2,500
			Repairs/Painting Exterior		15,000	8,675	0	6,325
			Utilities					
			Communications	2,500	2,500	2,335	0	165
			Electric	450	450	312	0	138
			Gas	1,000	1,000	745	0	255
			Water/Sewer	205	205	172	0	33
			Total Utilities	4,155	4,155	3,564	0	591
			Total 15025 Washington St (Museum)	6,655	21,655	12,239	0	9,416
			Total Town Owned Property	281,930	296,930	292,137	(23,041)	27,834
			Total Expense	2,623,453	3,123,453	1,926,495	(91,869)	1,288,827
Sources & Use of Financing								
			Source					
			Fauquier Bank Loan		62,418	62,418	0	0
			Use					
			Police Vehicle & Pay Off Other Vehicle Loans		(62,418)	(62,418)	0	0
			Net Surplus / (Deficit) -	0	(0)	410,874		

Attachment: Treasurer's Report July 2012 (1034 : Treasurer's Report)



TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: Building Official's Report
DATE: 07/02/12

Please see the Building Official's Report Attached.

ATTACHMENTS:

- Attachment Building Officials Report (PDF)

INTEROFFICE MEMORANDUM

TO: GENE SWEARINGEN, TOWN MANAGER
FROM: JAMES LOWERY, BLDG/FIRE OFFICIAL
SUBJECT: UPDATE ON PROJECTS
DATE: 6/25/12
CC: JENNIFER PRELI, TOWN CLERK

1. Continuing inspections on renovations to Hullfish House and Old Post Office.
2. Performing inspections on Lots 7-12, Alexandra's Keep.
3. Performed inspections on curb and gutter at Alexandra's Keep.
4. Performing ongoing inspections on stairway repairs at Foster Building.
5. Had discussions with contractors on possible new tenants in Foster and Bloom Buildings.
6. Inspected light pole bases and curb/gutter in Iceplex parking lot.
7. Performing inspections on Lot 27, Sherwood Forest.
8. Working with owner/contractor on renovations to 14975 Walter Robinson Lane.



TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: Town Manager's Report
DATE: 07/02/12

I-66 Projects

I-66 Widening: The ARB approved the light poles and color that VDOT called out in the RFP.

I-66/Rte 15 Interchange: The owner of Haymarket Sportsplex request a meeting with VDOT to discuss the interchange project and his site. The meeting is scheduled for 6/26/12 at VDOT. Marchant and Holly are attending.

Enhancement Phase 1A

I request a closed session meeting to discuss negotiations with one of the property owners.

Trash Removal Contract

The Contract with AAA Recycling and Trash Removal Service is still being reviewed. In order to move ahead with the transition, AAA has offered a one month agreement at the negotiated terms.

AAA agreed to the terms requested by the Town:

- Five year term
- Initial term of two years at the bid price (xx/unit) with no price increase during that period
- 5% price increase at the end of Two years
- An additional two years at the new price
- 5% price increase at the end of the second two year period
- Final year at the new price.
- No escalators for fuel costs

The Town Attorney has reviewed the Temporary Service Agreement and the agreement has been executed.



TO: MAYOR AND TOWN COUNCIL
 FROM: GENE SWEARINGEN
 SUBJECT: Haymarket Lodge
 DATE: 07/02/12

Hay Market Charitable Foundation, Inc has submitted a boundary line adjustment plat to align the respective property boundaries of the above-mentioned properties with a north-south R-1 / B-1 zoning district boundary line. This plat and an associated plat of consolidation and subdivision for 6710 Madison Street and 6731 Jefferson Street were considered by the Town Council at its regular business meeting August 1, 2011. The plat of consolidation and subdivision was executed first in order to establish a Geographic Parcel Identification Number (GPIN) for 6731 Jefferson Street.

BACKGROUND

6713 Jefferson Street (Hay Market Lodge #313) is zoned B-1. 6710 Madison Street (east of the Hay Market Lodge) is vacant land zoned B-1. A single family residence and outbuilding are located south of the Hay Market Lodge at 6731 Jefferson Street. A 1999 re-zoning application split-zoned 6731 Jefferson Street R-1/B-1, designating the single-family residence R-1 and outbuilding B-1. The requisite subdivision matching the newly created zoning district boundary was not filed in a timely fashion. The consolidation and subdivision plat described above addressed the east-west R-1/B-1 district boundary line. The proposed boundary line adjustment between the residence at 6731 Jefferson Street and the adjacent Hay Market Lodge #313 addresses the north-south R-1/B-1 zoning district boundary line.

RECOMMENDATION

The boundary line adjustment plat and associated deed are ready for action by the Town Council.

DRAFT MOTION(S)

- 1 I move that the Town Council approve the subdivision plat titled "Boundary Line Adjustment Plat on the Land of Trustees for the Hay Market Lodge No. 313 of Ancient Free and Accepted Masons and on Parcel 1 of the Land of the Hay Market Lodge Charitable Foundation, Inc." prepared by Rinker Design Associates, P.C., dated January 4, 2012, and its associated Deed of Boundary Line Adjustment and Gift dated 19 March, 2012, subject to, and conditioned upon, the following:
 - a. Recordation of all plats and documentation in a form and substance approved by the Town Attorney; and
 - b. Payment of all costs, fees, and expenses due to the Town

AND,

I further move that the foregoing conditions 1a and 1b be done and satisfied within 45 days of this date, otherwise this approval shall be void and of no further effect.

OR,

2. I move an alternate motion.

ATTACHMENTS:

- 07-02-2012 Attachments for Hay Market Lodge (PDF)



RINKER DESIGN ASSOCIATES, P.C.

Engineering · Surveying · Land Planning
Transportation · Environmental

June 22, 2011

Mr. Marchant Schneider, Planner
Town of Haymarket
15000 Washington Street, Suite 100
Haymarket, VA 20169

RE: The Hay Market Lodge Charitable Foundation, Inc. Plat of Consolidation and Subdivision and the Boundary Line Adjustment Plat on the lands of Trustees for The Hay Market Lodge #313 of Ancient Free & Accepted Masons and The Hay Market Lodge Charitable Foundation, Inc.

Dear Mr. Schneider:

Please accept herewith for final review and approval our "Plat Showing a Consolidation and Subdivision of the Lands of The Hay Market Lodge Charitable Foundation, Inc.". The purpose of this application is to consolidate the two existing parcels (GPIN 7297-99-0252 and GPIN 7297-99-1953) that are oddly shaped and then subdivide the consolidated parcel into two new parcels that better conform to the existing zone line and creates two more usable parcels. As part of this application, I have included a comment response letter addressing the final Town comments for this plat. In addition, please accept for final review and approval our "Boundary Line Adjustment Plat on the Land of Trustees for The Hay Market Lodge No. 313 of Ancient Free & Accepted Masons and on Parcel 1 of the Land of The Hay Market Lodge Charitable Foundation, Inc.". This plat was prepared at the Town's request and per the Town's instruction and has been reviewed and approved with no comments. It must be noted here, however, that the Consolidation and Subdivision Plat must be recorded first, and once Prince William County has assigned new GPIN's to the newly created parcels, I will fill in the blanks on the Boundary Line Adjustment Plat and at that time, that plat will be ready to record. Please find enclosed herein five copies of each plat signed by the Licensed Land Surveyor. We were unable to obtain owner signatures for each plat by your June 24th deadline so that they will be obtained upon final approval. In addition, please find enclosed one deed copy for each plat. If you should need anything further, please do not hesitate to give me a call at 703-368-7373 (ext. 227) or via email at sseay@rdacivil.com.

Sincerely,

Stephen M. Seay
Vice President, L.S.

Transmittal Letter

April 26, 2012

DATE



Rinker Design Associates, P.C.

9300 West Courthouse Road
Suite 300
Manassas, Virginia 20110
Phone 703.368.7373
Fax 703.257.5443

927 Maple Grove Drive
Suite 105
Fredericksburg, Virginia 22407
Phone 540.548.4470
Fax 540.548.4471

301 Concourse Boulevard
Suite 120
Glen Allen, Virginia 23059
Phone 804.612.0665
Fax 804.612.0668

www.rdacivil.com

Project: Hay Market Lodge

Job #: 10-059-M

Work Order #: _____

TO:

ATTENTION: Mr. Marchant Schneider, Planner

Firm: Town of Haymarket

Address: 15000 Washington Street, Suite 100

City: Haymarket State: Virginia Zip: 20169

Phone: _____ Fax: _____

Email: _____

For Your:

- Approval
- Information
- Review

Delivery Via:

- Hand
- Pick Up
- FAX
- First Class Mail
- Email
- Other: _____
- UPS (Select ONE): Next Day Air SAVER

Quantity	Description
8	Signed Copies of the Boundary Line Adjustment Plat
1	Signed Deed of Boundary Line Adjustment and Gift
1	Recorded Deed and Plat for Consolidation and Subdivision creating Parcels 1 and 2
1	Copy of Email Sent to Marchant January 4, 2012 Reminding Him of this Plat Status

RECEIVED
APR 27 2012

Notes:

Marchant - Sorry, but it has taken this long to obtain all of the Trustees' signatures. Apparently one of the Trustees was very difficult to reach and unfortunately, when they all signed the first time, they didn't do it correctly, so that we had to resend everything a second time. With this package, you now have everything for Town approval. Please let Alice Haase of Holland and Knight and myself know when the Town will review and approve and let us know when we can come by to pick up the approved package for recording. Thanks for all of your help throughout this process.

TOWN OF HAYMARKET

Rinker Design Associates, P.C.

Received by: _____

By: Stephen M. Seay

Date: _____

Date: _____

NOTES

1. THE GEOMETRIC PARCEL IDENTIFICATION NUMBERS (G.P.I.N.) FOR THE PROPERTIES SHOWN HEREON ARE 7297-59-0080 AND 7297-59-3157 (PARCEL 1), G.P.I.N. 7297-59-0080 AND 7297-59-3157 (PARCEL 1) AS ZONED R-1 AND B-1 AS SHOWN HEREON.
2. NO TITLE REPORT FURNISHED. THIS PLAT IS SUBJECT TO ANY EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.
3. THE PLAT OF THE PROPERTY SHOWN HEREON IS REFERENCED TO THE VIRGINIA COORDINATE SYSTEM (VCS 1983) AS COMPUTED FROM A FIELD SURVEY WHICH HAS THIS BOUNDARY TO PNC MONUMENT NO. 12 (JEFFERSON). THE GRID FACTOR (ELEMENTARY FACTOR X SCALE FACTOR) WHICH HAS BEEN APPLIED TO THE FIELD OBSERVATIONS TO DERIVE THE REFERENCED COORDINATES IS 0.9893518. UNLESS OTHERWISE NOTED, THE PLAT DISTANCES SHOWN ARE MEASURED TO BE HORIZONTAL DISTANCES. THE MEAN ELEVATION OF THIS SUBDIVISION, THE BOUNDARY BEING SHOWN, IS 100.0 FEET AND FROM THE FOOT DEFINITION USED FOR THE COMMISSION OF THE MONUMENT IS THE U.S. SURVEY FOOT OR 1' = 0.3048006096 METERS.
4. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR PRINCE WILLIAM COUNTY, VIRGINIA AND INCORPORATED AREAS DATED JANUARY 3, 1995 ON COMMUNITY PANEL NUMBER 310121 00970, THE PROPERTIES SHOWN HEREON LIE IN A FLOOD ZONE "X" WHICH IS AN AREA DETERMINED TO BE OUTSIDE THE 300-YEAR FLOODPLAIN.
5. PARCEL "X" AND PARCEL 1A ARE SERVED BY PUBLIC SEWER AND WATER.
6. CONTIGUOUS SHOWN HEREON ARE TAKEN FROM THE PRINCE WILLIAM COUNTY MAPPER.

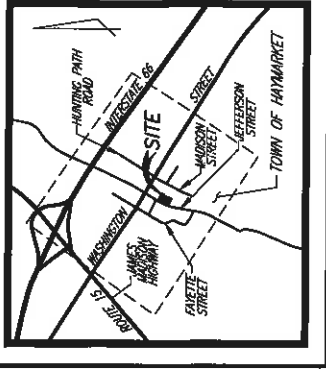
TOWN COUNCIL APPROVAL

THIS IS TO CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWN COUNCIL, TOWN OF HAYMARKET, VIRGINIA, IN SESSION ON _____ AS RECORDED ON PAGE _____ MINUTE BOOK _____

TOWN COUNCIL ZONING ADMINISTRATOR

WATER

VICINITY MAP SCALE: 1"=2,000'



ZONING TABULATION FOR R-1 ZONE

SECTION 50-54. AREA REGULATIONS

(a) FOR LOTS IN THE R-1 DISTRICT CONTAINING OR INTENDED TO CONTAIN A SINGLE PERMITTED USE SERVED BY PUBLIC SEWER DISPOSAL, THE MINIMUM LOT AREA SHALL BE 10,000 SQUARE FEET OR MORE.

(b) FOR LOTS CONTAINING OR INTENDED TO CONTAIN A SINGLE PERMITTED USE SERVED BY INDIVIDUAL WATER AND SEWERAGE SYSTEM, THE MINIMUM LOT AREA SHALL BE 20,000 SQUARE FEET OR MORE. THE REQUIRED AREA FOR ANY SUCH USE SHALL BE APPROVED BY THE HEALTH OFFICIAL. THE ADMINISTRATION MAY REQUIRE A GREATER AREA IF CONSIDERED NECESSARY BY THE HEALTH OFFICIAL.

SECTION 50-55. SETBACK REGULATIONS

STRUCTURES IN THE R-1 DISTRICT SHALL BE LOCATED 35 FEET OR MORE FROM ANY STREET RIGHT-OF-WAY WHICH IS 50 FEET OR GREATER IN WIDTH, OR 50 FEET OR MORE FROM THE CENTER OF ANY STREET RIGHT-OF-WAY LESS THAN 50 FEET IN WIDTH. THIS SHALL BE KNOWN AS THE SETBACK LINE.

ZONING TABULATION FOR B-1 ZONE

SECTION 50-180. AREA REGULATIONS

THESE ARE NO AREA REGULATIONS IN THE B-1 DISTRICT, EXCEPT FOR PERMITTED USES UTILIZING INDIVIDUAL SEWER DISPOSAL SYSTEMS; THE REQUIRED AREA FOR ANY SUCH USE SHALL BE SET BY THE LOCAL HEALTH OFFICIAL.

SECTION 50-181. SETBACK AND YARD REGULATIONS

(a) FRONT STRUCTURES: THE B-1 DISTRICT MAY BE LOCATED TO WITHIN TEN FEET OF ANY STREET RIGHT-OF-WAY.

(b) SIDE YARD: SIDE YARDS SHALL HAVE THE SAME REGULATIONS AS FRONT YARDS WHEN ADJUTING A STREET RIGHT-OF-WAY. THERE ARE NO SIDE YARD REGULATIONS WHEN ADJUTING AN ADJACENT SIMILAR COMMERCIAL USES. THERE SHALL BE A SIDE YARD OF 25 FEET OR MORE WHEN ADJUTING A RESIDENTIAL DISTRICT.

(c) REAR: REAR YARDS SHALL HAVE THE SAME REGULATIONS AS SIDE YARDS.

SURVEYOR'S CERTIFICATE

I, STEPHEN M. SEAY, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THE PROPERTIES SHOWN HEREON ARE NOW IN THE HANDS OF THE HAY MARKET CHARITABLE FOUNDATION, INC. AS RECORDED IN DEED BOOK 2114 AT PAGE 256 (PARCEL 1) AND IN THE NAME OF THE TRUSTEES FOR THE HAY MARKET LODGE NO. 313 OF ANCIENT FREE & ACCEPTED MASONS FORMERLY THE TRUSTEES FOR DRINKARD LODGE NO. 313 OF ANCIENT FREE & ACCEPTED MASONS AS RECORDED IN DEED BOOK 86 AT PAGE 396 (P.L.N. 7297-59-0080) AMONG THE LAND RECORDS OF PRINCE WILLIAM COUNTY, VIRGINIA.

PARCEL 1 WAS CREATED BY INSTRUMENT #2011081100800000.

I FURTHER CERTIFY THAT THE BOUNDARIES OF THESE PROPERTIES ARE BASED UPON A CURRENT FIELD-BORN SURVEY, BE TRIVELY WITHIN THE PRECISION OF THE BOUNDARY TRACES, CLOSE MATHEMATICALLY WITH A PRECISION OF THE VIRGINIA COORDINATE SYSTEM OF 1983 PER FIELD SURVEY WHICH TEST THESE BOUNDARIES TO PNC MONUMENT NO. 12 (JEFFERSON). THESE BOUNDARIES WILL BE SET AT ALL PROPERTY CORNERS WHERE MAINTENANCE DOES NOT ALREADY EXIST.

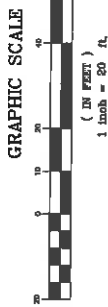
GIVEN UNDER MY HAND AND SEAL, THIS 4TH DAY OF JANUARY, 2012.



STEPHEN M. SEAY
LAND SURVEYOR
5000 WEST COURTHOUSE ROAD
SUITE 300
MANASSAS, VIRGINIA 20110

Engineering / Surveying / Land Planning / Transportation / Environmental Services
1301 West Chesapeake Blvd. Suite 200, Virginia Beach, VA 23462
Phone: 757-437-7775
Fax: 757-437-7776
Turning Challenges Into Opportunities

BOUNDARY LINE ADJUSTMENT PLAT
ON THE LAND OF
THE TRUSTEES FOR
THE HAY MARKET LODGE NO. 313
OF ANCIENT FREE & ACCEPTED MASONS
AS SHOWN ON
PARCEL 1
OF THE LAND OF
THE HAY MARKET LODGE CHARITABLE
FOUNDATION, INC.
TOWN OF HAYMARKET
PRINCE WILLIAM COUNTY, VIRGINIA
SCALE: 1"=20' JANUARY 4, 2012
SHEET 1 OF 3



OWNER'S CONSENT AND DEDICATION (HAY MARKET LODGE NO. 313)

THIS BOUNDARY LINE ADJUSTMENT PLAT OF THE PROPERTIES SHOWN HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY.

OWNER'S SIGNATURE _____ DATE _____
PRINT NAME JAMES IRBOUT TRUSTEE TITLE _____

NOTARY CERTIFICATE

COMMONWEALTH/STATE OF _____ CITY/COUNTY OF _____ DAY OF _____ BY _____

MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____
NOTARY REGISTRATION NUMBER _____

OWNER'S CONSENT AND DEDICATION (HAY MARKET LODGE NO. 313)

THIS BOUNDARY LINE ADJUSTMENT PLAT OF THE PROPERTIES SHOWN HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY.

OWNER'S SIGNATURE _____ DATE _____
PRINT NAME CHARLES GARDNER TRUSTEE TITLE _____

NOTARY CERTIFICATE

COMMONWEALTH/STATE OF _____ CITY/COUNTY OF _____ DAY OF _____ BY _____

MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____
NOTARY REGISTRATION NUMBER _____

OWNER'S CONSENT AND DEDICATION (HAY MARKET LODGE NO. 313)

THIS BOUNDARY LINE ADJUSTMENT PLAT OF THE PROPERTIES SHOWN HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY.

OWNER'S SIGNATURE _____ DATE _____
PRINT NAME FRED JERNELL TRUSTEE TITLE _____

NOTARY CERTIFICATE

COMMONWEALTH/STATE OF _____ CITY/COUNTY OF _____ DAY OF _____ BY _____

MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____
NOTARY REGISTRATION NUMBER _____

OWNER'S CONSENT AND DEDICATION (HAY MARKET LODGE CHARITABLE FOUNDATION, INC.)

THIS BOUNDARY LINE ADJUSTMENT PLAT OF THE PROPERTIES SHOWN HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY.

OWNER'S SIGNATURE _____ DATE _____
PRINT NAME JAMES IRBOUT PRESIDENT TITLE _____

NOTARY CERTIFICATE

COMMONWEALTH/STATE OF _____ CITY/COUNTY OF _____ DAY OF _____ BY _____

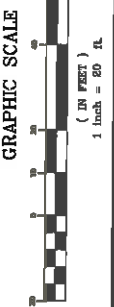
MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____
NOTARY REGISTRATION NUMBER _____

Engineering • Surveying • Land Planning • Transportation • Environmental Services
Rinker Design Associates, P.C.
1000 West Chaucer Road, Suite 100, Raleigh, NC 27604
Telephone: (919) 796-4475 Fax: (919) 796-4475
"Turning Challenges into Opportunities"

Rinker Design Associates, P.C.

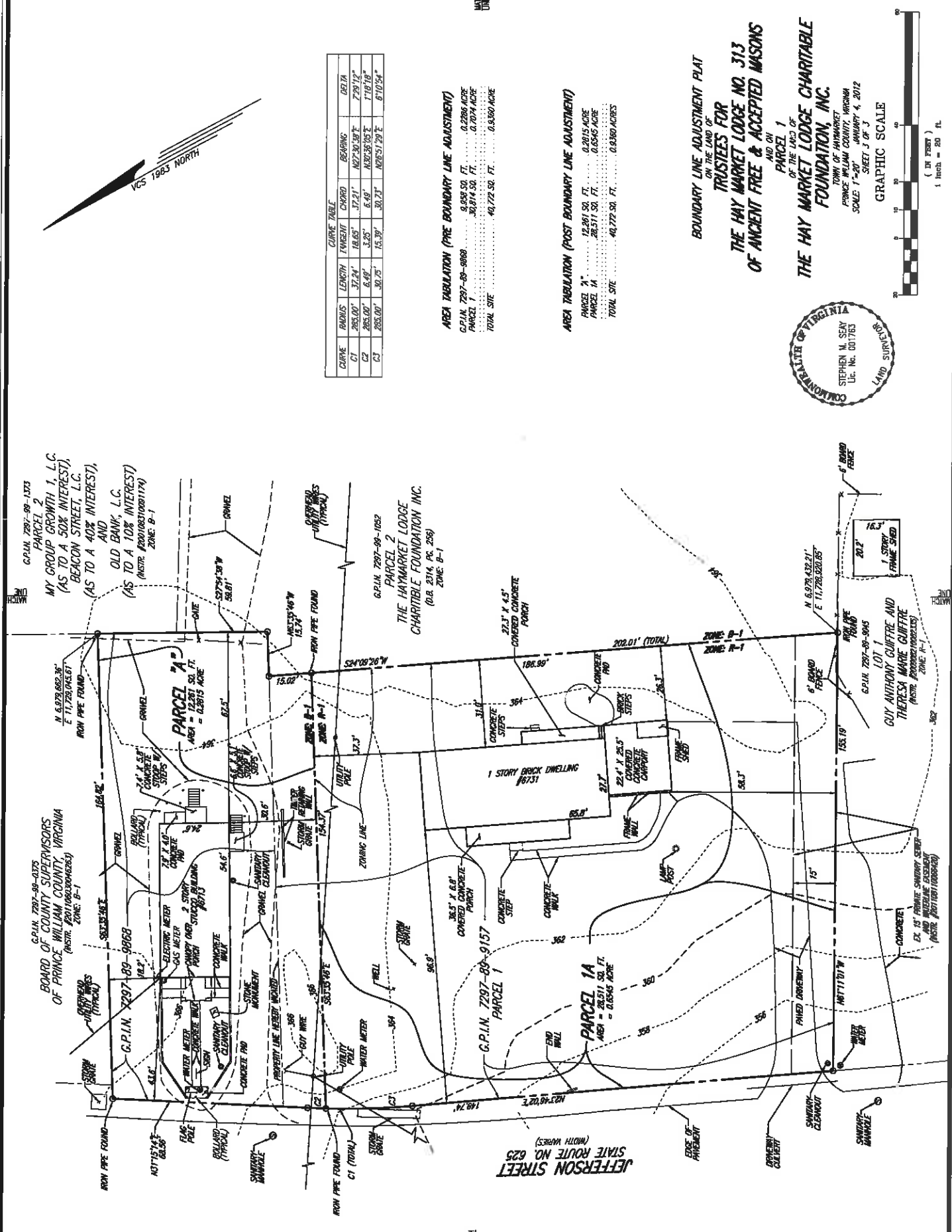


**BOUNDARY LINE ADJUSTMENT PLAT
ON THE LAND OF
TRUSTEES FOR
THE HAY MARKET LODGE NO. 313
OF ANCIENT FREE & ACCEPTED MASONS
AND ON
PARCEL 1
OF THE LAND OF
THE HAY MARKET LODGE CHARITABLE
FOUNDATION, INC.
TOWN OF HAYMARKET
PRINCE WILLIAM COUNTY, VIRGINIA
SCALE: 1"=20' JANUARY 4, 2012
SHEET 2 OF 3**



Engineering • Surveying • Land Planning • Transportation • Environmental Services
 280 West Courthouse Plaza, Suite 300, Haymarket, VA 20126
 Telephone: (703) 366-7222 Fax: (703) 366-4555
 "Turning Challenges into Opportunities"

Rinker Design Associates, P.C.



CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	285.00'	37.24'	18.85'	37.21'	N07°30'38"E	7°35'12"
C2	285.00'	6.49'	3.25'	6.49'	N32°35'10"E	1°18'18"
C3	285.00'	30.75'	15.39'	30.71'	N05°51'29"E	6°10'54"

AREA TABULATION (PRE BOUNDARY LINE ADJUSTMENT)
 G.P.I.N. 7297-89-9008 9,959 SQ. FT. 0.2286 ACRE
 PARCEL 1 30,814 SQ. FT. 0.7074 ACRE
 TOTAL SITE 40,772 SQ. FT. 0.9360 ACRES

AREA TABULATION (POST BOUNDARY LINE ADJUSTMENT)
 PARCEL 7A 12,891 SQ. FT. 0.2915 ACRE
 PARCEL 1A 28,511 SQ. FT. 0.6545 ACRE
 TOTAL SITE 41,402 SQ. FT. 0.9460 ACRES

BOUNDARY LINE ADJUSTMENT PLAT
 ON THE LAND OF
TRUSTEES FOR
THE HAY MARKET LODGE NO. 313
OF ANCIENT FREE & ACCEPTED MASONS
 AND ON
PARCEL 1
 OF THE LAND OF
THE HAY MARKET LODGE CHARITABLE
FOUNDATION, INC.
 TOWN OF HAYMARKET
 PRINCE WILLIAM COUNTY, VIRGINIA
 SCALE: 1"=20' HAYMARKET 4, 2012
 SHEET 3 OF 3
 GRAPHIC SCALE
 (IN FEET)
 1 inch = 20 ft.



G.P.I.N. 7297-89-1373
PARCEL 2
 MY GROUP GROWTH I, L.C.
 (AS TO A 50% INTEREST),
 BEACON STREET, L.C.
 (AS TO A 40% INTEREST),
 AND
 OLD BANK, L.C.
 (AS TO A 10% INTEREST)
 (INSTR. #2001083100B1174)
 ZONE: B-1

G.P.I.N. 7297-89-1052
PARCEL 2
 THE HAYMARKET LODGE
 CHARITABLE FOUNDATION, INC.
 (O.B. 2314, PG. 256)
 ZONE: B-1

G.P.I.N. 7297-89-9045
LOT 1
 GUY ANTHONY CLIFFRE AND
 THERESA MARIE CLIFFRE
 (INSTR. #2001083100B1174)
 ZONE: B-1

G.P.I.N. 7297-89-0375
 BOARD OF COUNTY SUPERVISORS
 OF PRINCE WILLIAM COUNTY, VIRGINIA
 (INSTR. #2011083100B1174)
 ZONE: B-1

JEFFERSON STREET
 STATE ROUTE NO. 625
 (NORTH WALES)

Assessed Value: \$9,120.00

Grantee's Address: Hay Market Lodge #313
Ancient Free & Accepted Masons
P.O. Box 313
Haymarket, VA 20168-0313

Tax Map No.: 7297-89-9868
7297-89-9157

Deed Prepared Outside the Commonwealth of Virginia by and to be Returned to: Alice G. Haase, Esq.
Holland & Knight LLP
2099 Pennsylvania Avenue, N.W.
Washington, D.C. 20006

Prepared Without Benefit of Title Examination

DEED OF BOUNDARY LINE ADJUSTMENT AND GIFT

THIS DEED OF BOUNDARY LINE ADJUSTMENT AND GIFT (this "Deed") is dated this 11th day of MARCH, 2012 by **The HAY MARKET LODGE CHARITABLE FOUNDATION, INC.**, a Virginia non-stock corporation, hereinafter, to be collectively indexed by the Clerk of the Court as GRANTOR; AND **TRUSTEES FOR THE HAY MARKET LODGE NO. 313 OF ANCIENT FREE & ACCEPTED MASONS**, hereinafter, to be collectively indexed by the Clerk of the Court as GRANTEE.

WITNESSETH:

WHEREAS, Grantor is the owner of a tract of land identified among the tax rolls of Prince William County as Geographic Parcel Identification Number 7297-89-9157 ("Parcel "1A"), being a portion of that land transferred to Grantor by deed recorded among the land records of the County of Prince William, Commonwealth of Virginia (the "PW Land Records") in Deed Book 2314 at Page 256, containing approximately 30,814 square feet; and

WHEREAS, Grantee is the owner of a tract of land adjacent to Parcel 1A, said tract of land identified among the tax rolls of Prince William County as Geographic Parcel Identification Number 7297-89-9868, being a portion of that land transferred to Grantee by deed recorded in the PW Land Records in Deed Book 66 at Page 386, containing approximately 9,958 square feet (hereinafter "Parcel A"); and

WHEREAS, it is the desire of Grantor and Grantee to adjust the boundary between the adjacent properties so as to decrease the size of Parcel 1A and increase the size of Parcel A by approximately 2,303 square feet, such 2,303 square feet currently part of Parcel 1A (the "Conveyance Land") as set forth on a plat prepared by Rinker Design Associates, P.C., entitled "Boundary Line Adjustment Plat on the Land of TRUSTEES FOR THE HAY MARKET LODGE NO. 313 OF ANCIENT FREE & ACCEPTED MASONS and on Parcel 1 of the Land

of THE HAY MARKET LODGE CHARITABLE FOUNDATION, INC.", dated January 4, 2012, incorporated herein by reference (hereinafter, the "Plat"); and

WHEREAS, it is the desire of Grantor to convey the Conveyance Land, formerly part of Parcel 1A, to Grantee with the intent that the Conveyance Land become a part of Parcel A.

NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee do hereby agree to adjust the boundaries between Parcel 1A and Parcel A so as to decrease the land area of Parcel 1A to 28,511 square feet by the area of the Conveyance Land and to increase the land area of Parcel A to 12,261 square feet acres by the area of the Conveyance Land, as set forth and depicted on the Plat.

The platting of the aforementioned lots is with the free consent and in accordance with the desire of Grantor and Grantee as evidenced by their signatures set forth below. The consent and approval of the appropriate authorities of the Town of Haymarket to the boundary line adjustment is evidenced by the signatures and stamps set forth on the Plat.

THIS DEED FURTHER WITNESSETH: That Grantor does hereby grant, bargain, sell and convey with Special Warranty of title, unto Grantee, fee simple absolute title to the Conveyance Land, so that Parcel 1A contains 28,511 square feet and Parcel A contains 12,261 square feet, as the said parcels are set forth on the Plat.

TOGETHER WITH all improvements thereupon and all and singular the tenements, hereditaments, rights-of-way, easements, privileges, and appurtenances to the same belonging or in anywise appertaining, and the reversion or reversions, remainder or remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, property, claim and demand whatsoever of Grantor, of, in and to the same and of, in and to every part and parcel thereof.

THIS CONVEYANCE is made and accepted subject to all easements, conditions and restrictions of record.

[This Space is Intentionally Blank]

WITNESS the following signatures and seals:

GRANTOR:

HAY MARKET LODGE CHARITABLE FOUNDATION, INC., a Virginia non-stock corporation

By: [Signature]
Name: James E. Kraut
Title: President

Commonwealth Of Virginia:
Prince William County: to wit

Commonwealth of Virginia
Fairfax County) ss:

This Deed was acknowledged before me on March 19, 2012, by James Kraut, President of the Haymarket Lodge Charitable Foundation, Inc.

WITNESS my hand and official seal this 19 day of March 2012.

Ashley Jean Sneed
Name: Ashley Jean Sneed

My Commission Number: 7506706

[NOTARIAL SEAL]



GRANTEE:

TRUSTEES FOR THE HAY MARKET LODGE
NO. 313 OF ANCIENT FREE & ACCEPTED
MASONS

By: *J. Kraut*
Name: James E. Kraut
Title: Trustee

Commonwealth Of Virginia:
Prince William County: to wit

Commonwealth of Virginia
Fairfax County) ss:

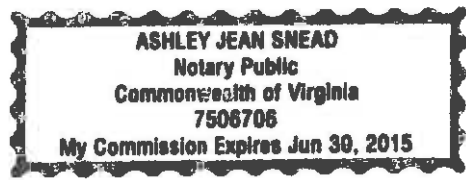
This Deed was acknowledged before me on 11 April, 2012, by James Kraut,
Trustee, for the Hay Market Lodge No. 313 of Ancient Free & Accepted Masons.

WITNESS my hand and official seal this 11 day of April 2012.

Ashley Jean Sneed
Name:

My Commission Number: 7506706

[NOTARIAL SEAL]



TRUSTEES FOR THE HAY MARKET LODGE
NO. 313 OF ANCIENT FREE & ACCEPTED
MASONS

By: Charles Gardner
Name: Charles Gardner
Title: Trustee

Commonwealth Of Virginia:
Prince William County: to wit

Commonwealth of Virginia
Fairfax County) ss:

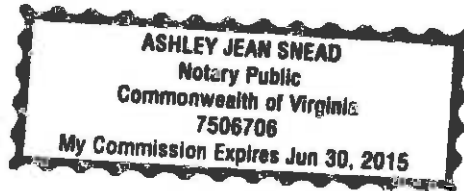
This Deed was acknowledged before me on 17 April, 2012, by Charles Gardner Trustee, for the Hay Market Lodge No. 313 of Ancient Free & Accepted Masons.

WITNESS my hand and official seal this 17 day of April 2012.

Ashley Jean Sneed
Name:

My Commission Number: 7506706

[NOTARIAL SEAL]



TRUSTEES FOR THE HAY MARKET LODGE
NO. 313 OF ANCIENT FREE & ACCEPTED
MASONS

By: Fred Jennell
Name: Fred Jennell
Title: Trustee

Commonwealth Of Virginia:
Prince William County: to wit

Commonwealth of Virginia
Fairfax County) ss:

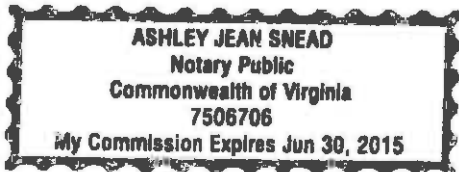
This Deed was acknowledged before me on March 19, 2012, by
FRED SENNELL, Trustee, for the Hay Market Lodge No. 313 of Ancient Free & Accepted
Masons.

WITNESS my hand and official seal this 19 day of March 2012.

Ashley Jean Sneed
Name:

My Commission Number: 7506706

[NOTARIAL SEAL]





TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: Policy Development
DATE: 07/02/12

Town residents and businesses continuously comment on the period of time necessary to issue zoning permits for frequent zoning activities such as in-kind tenant changes, signs, fences, and decks. Based on when a zoning permit application is submitted, a review by the Planning Commission, Town Council, and Architectural Review Board can take up to three months. It is recommended that the Town Council direct Staff to draft policies regarding an administrative review of limited zoning activities.

BACKGROUND

Section 58-1 of the Town Code (Definitions) establishes the Town Council as the “administrator” of Chapter 58, Zoning. This in effect establishes the Town Council as the Town “Zoning Administrator”. This is a somewhat unique circumstance for local jurisdictions in Virginia and is likely the result of the Town over time relying heavily on volunteers (Planning Commission, ARB) and a limited staff (Town Clerk) to conduct the Town’s day-to-day business. While the Council has voted in recent years to give the Planning Commission approval authority over zoning activities such as fences, signs, and decks, additional efficiencies are recommended in order to provide timely customer service to the Town’s increased resident population and business base.

RECOMMENDATION

It is recommended that the Town Council direct Staff to draft policies regarding the administrative review of certain zoning activities and submit a proposal to the Town Council at the September Town Council meeting.



TO: MAYOR AND TOWN COUNCIL
 FROM: GENE SWEARINGEN
 SUBJECT: Town Center Plot Plan
 DATE: 07/02/12

At its regularly scheduled meeting on June 11, 2012, the Planning Commission reviewed a plot plan depicting the existing site conditions of the Town Center property as well as improvements associated with the renovation of the Old Post Office and Hulfish House. The noted plot plan and description of the proposed improvements are attached. At the conclusion of its meeting, the Commission motioned to forward the materials to the Town Council with a recommendation of approval. Pursuant to Section 58-508(c), the Town Council shall approve or disapprove all site plans...within 60 days of the receipt of the Planning Commission recommendation. The 60 day period ends August 10, 2012. It is recommended that the Town Council adopt the plot plan and described improvements for the Town Center property.

BACKGROUND

At its regularly scheduled meeting on May 7, 2012, the Town Council considered several scenarios presented by the Planning Commission regarding the disposition of the Haymarket Old Town Centre site plan. A motion to invalidate the site plan failed. The Town Council took no further action. The Chairman of the Planning Commission noted that for the Commission to review the proposed improvements to the Old Post Office and Hulfish House, a site plan would need to accompany the associated zoning permits as prescribed by Section 58-179(a). The Mayor directed that staff prepare a "plot plan" for the Town Center property as described above for the Planning Commission to review at the Commission's May 14, 2012 meeting (this option was described as Option 2 in regard to the disposition of the Haymarket Old Town Centre site plan, see attached memorandum dated May 8, 2012). The ARB recommended approval of the proposed improvements to the Old Post Office and Hulfish House and will revisit the materials for the handicapped ramps and patio.

At its regularly scheduled meeting on May 14, 2012, the Planning Commission deferred its review of the plot plan in order to evaluate whether or not several of the proposed improvements (i.e. redirecting stormwater away from the foundation of the Old Post Office and installation of handicapped parking for the Hulfish House) would increase storm water flows off the Town Center property and/or impact 18th Century, a residential subdivision south of the site. The attached narrative and drainage divides indicate the ongoing improvements to the Old Post Office and Hulfish House will have no negative impact on the existing storm sewer system or at the outfall at 18th Century.

RECOMMENDATION

It is recommended that the Town Council adopt the attached materials describing the existing site conditions and associated site improvements in accordance with Town Code Section 58-179(a). A draft motion will be provided to the Town Council prior to the July 2, 2012 meeting.

ATTACHMENTS:

- 07-02-2012 Town Center Plot Plan (PDF)

The Town of HAYMARKET

Established in 1799

ZONING PERMIT #: ZP20120321

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

ZONING PERMIT APPLICATION

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

NAME OF BUSINESS/APPLICANT: Town of Haymarket

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

SITE ADDRESS: 15000/15020 Washington Street Parcel ID #: _____

Subdivision Name: _____ Lot Size: _____

ZONING DISTRICT: R-1 R-2 B-1 B-2 I-1 C-1 Site Plan Required: Yes No

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

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

BRIEF DESCRIPTION OF ACTIVITY: (i.e. previous use, type and dimensions of signs, height/length of fencing, etc.)
Repair 2 buildings (Old Post Office and Hulfish House) for potential retail use tenants.

CP * Including ~~partial~~ demolition of rear addition on the Old Post Office

Supporting Documentation (attached): Narrative Plan/Plat Specification Sheet

FEE: \$25.00 Residential \$50.00 Commercial

CERTIFICATE OF APPROPRIATENESS

ADDITIONAL DESCRIPTION: (i.e. color, type of material, font style, etc.)

See attached Narrative

Supporting Documentation (attached): Specification Sheet Photograph(s)

PERMIT HOLDER INFORMATION			PROPERTY OWNER INFORMATION		
<u>Town of Haymarket</u>			<u>Same</u>		
Name			Name		
<u>PO Box 1230</u>			Name		
Address			Address		
<u>Haymarket</u>	<u>VA</u>	<u>20168</u>	Address		
City	State	Zip	Address		
<u>703-753-2600</u>			City State Zip		
Phone#	Email		City State Zip		
			Phone# Email		

APPLICANT / PROPERTY OWNER SIGNATURE

*******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 is correct. Construction of improvements described herein and as shown on the attached plat, plan and/or specifications will comply with the ordinances of the Town of Haymarket and any additional restrictions and/or conditions prescribed by the Architectural Review Board (ARB), Planning Commission, or the Town Council and all other applicable laws.

[Signature]
Applicant Signature

[Signature]
Property Owner Signature

*****OFFICE USE ONLY***** ZONING PERMIT #: 20120321

Date Filed: 3-21-2012 Fee Amount: N/A Date Paid: N/A

DATE TO ARCHITECTURAL REVIEW BOARD (ARB): 4-9-2012

APPROVED DISAPPROVED TABLED UNTIL: _____ DEFERRED UNTIL: _____

ARCHITECTURAL REVIEW BOARD CHAIR: *[Signature]* Pamela L Swinford
SIGNATURE PRINT

CONDITIONS: for delaying decision on items 10, 11, 12 for later meeting. Remove from COA

DATE TO PLANNING COMMISSION: 4-9-2012

APPROVED DISAPPROVED TABLED UNTIL: _____ DEFERRED UNTIL: May 14

PLANNING COMMISSION (where required): *[Signature]* Rebecca Bare
SIGNATURE PRINT

CONDITIONS: deferred until Council makes final determination of Town Hall Center Site Plan

DATE TO TOWN COUNCIL: _____

APPROVED DISAPPROVED TABLED UNTIL: _____ DEFERRED UNTIL: _____

TOWN COUNCIL (where required): _____
SIGNATURE PRINT

CONDITIONS: _____

Date to Planning Commission: _____
 Approved Disapproved Tabled until: _____ Deferred until _____

① Addition to "Old Post Office" approved.
58-179 ONLY Rebecca Bare

All other items on both deferred until 6/11/2012
Rebecca Bare

Date to Planning Commission: 6-11-2012

Approved Disapproved Tabled until: _____ Deferred until _____

58-179
58-150a Completion

Rebecca Bare



INTEROFFICE MEMORANDUM

TO: MEMBERS OF THE PLANNING COMMISSION
FROM: GENE SWEARINGEN
SUBJECT: UPDATE: RENOVATION OF HISTORIC BUILDINGS ON THE TOWN CENTER PROPERTY
DATE: 6/11/2012
CC: STAFF

The updated status is summarized below. The updated elevations and schematic drawings are attached.

Old Post Office. Exterior elevations and interior schematic drawings are attached.

1. Replace stone foundation on main building. Reclaim / stockpile stone for future use.
2. Replace in-kind standing seam metal roof on main building (color: Regal Blue)
3. Repair / replace wood lap siding on main building.
4. Repair window glass and frames. Replace windows as necessary (in-kind or from salvage). Install shutters (same color as roof).
5. Repair double doors (front of main building).
6. Remove entry door on eastern façade.
7. Paint building white
8. Replace rear addition:
 - a. Reconstruct to match width of main building (same building foot print, no additional square footage)
 - b. Relocate entry door and windows (see attached plan).
 - c. Roof to match main building (pitch, material and color).
 - d. Wood lap siding to be used on exterior and painted to match main building.
9. *Entrance on western façade to be handicap accessible,*
10. *ADA ramp (concrete) to be installed from rear of structure to the door on the western façade.*
11. *Close the driveway on the western side of the building.*

12. *The paved driveway area on the western side of the building to be removed and replaced with a fenced patio (materials to be determined).*

We are currently negotiating with a tenant for the Old Post Office who intends to operate a home furnishings retails shop and coffee and snack bar.

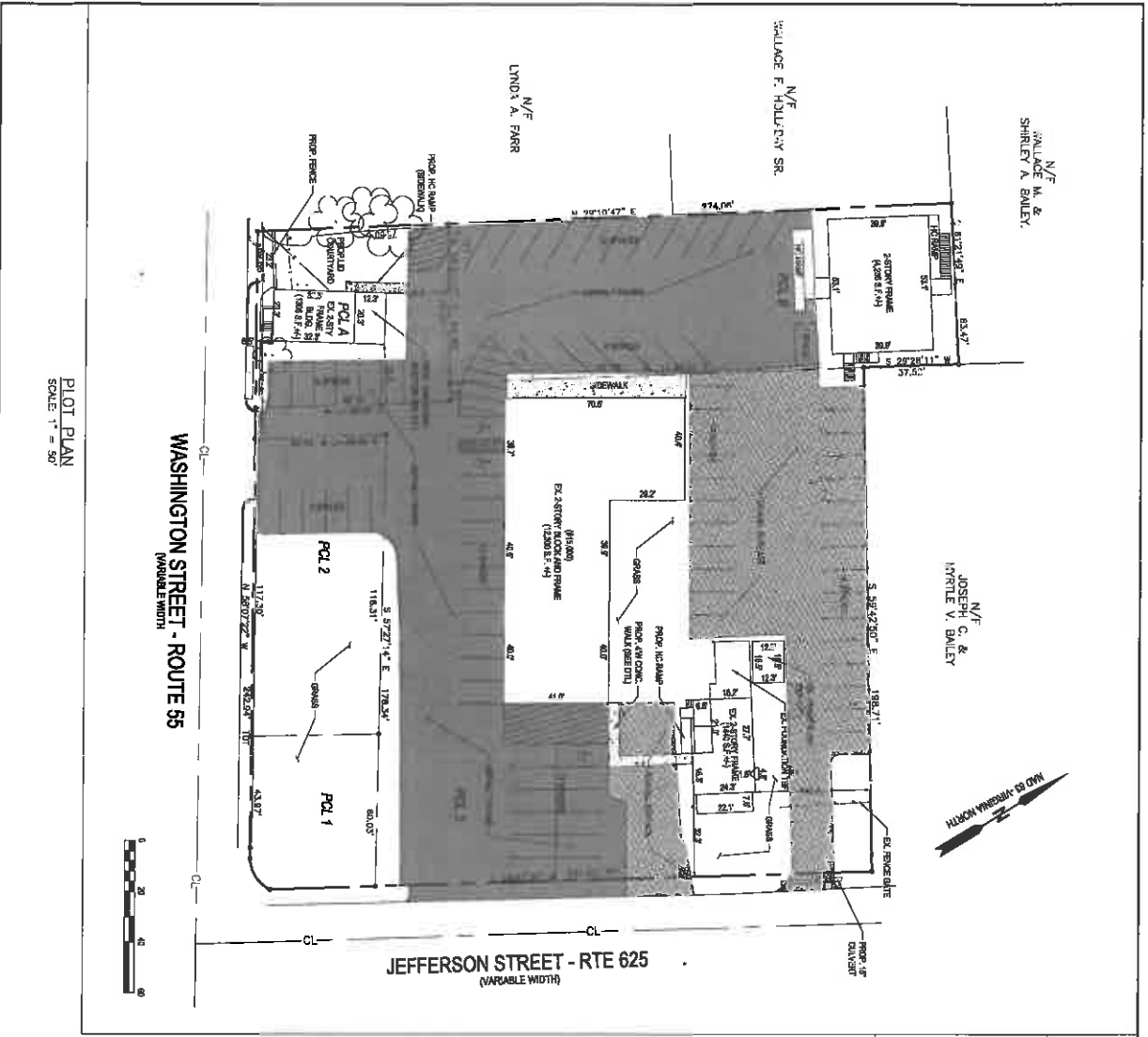
Hulfish House. Exterior elevations and interior schematic drawings are attached.

1. Repair / replace wood lap siding
2. Replace shingle roof with standing seam metal roof (main roof, front and side porch) (color: Terra Cotta)
3. Repair window glass and frames. Replace windows as necessary (in-kind or from salvage). Install shutters (same color as roof)
4. Replace doors and windows as necessary (in-kind or from salvage).
5. Paint building white.
6. Remove entry door on southern façade
7. Replace side porch flooring and porch roof supports
8. Fill and slab open cellar (rear of building)
9. Rear door (western wall of the building) to be re-opened if requested by tenant.
10. *ADA ramp (wood) to be installed along the southern façade to the door on side porch and extend concrete pathway to handicap accessible parking.*
11. *Re-route the driveway to the north of the Hulfish House to reduce the pedestrian/vehicle conflicts.*

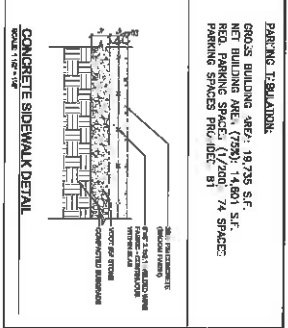
Outbuilding

1. Repair / replace wood lap siding
2. Replace shingle roof with standing seam metal roof (color Terra Cotta to match main house)
3. Repair window glass and frames. Replace windows as necessary (in-kind or from salvage).
4. Replace doors as necessary (in-kind or from salvage)
5. Paint building white.

We are currently negotiating with a tenant for the Hulfish House who intends to operate a women's clothing consignment store. The lease will include the out building.



PLOT PLAN
SCALE: 1" = 50'



PARKING TISULATORS:
GROSS BUILDING AREA: 18,735 S.F.
GROSS PARKING AREA: 22,150 S.F.
REG. PARKING SPACES: 1100 / 4 SPACES
PARKING SPACES PROVIDED: 81

THESE PARCELS OF LAND ARE ORIGINATED BY PRINCE WILLIAM COUNTY, VIRGINIA, TO THE TOWN OF HAYMARKET CENTER, VIRGINIA, FOR THE DEVELOPMENT OF A TOWN CENTER. THE TOWN OF HAYMARKET CENTER IS A SUBDIVISION OF PRINCE WILLIAM COUNTY, VIRGINIA.

THE SUBJECT PROPERTY IS NOT LOCATED ON A 100 YEAR FLOOD HAZARD MAP AS PERMITTED BY THE PRINCE WILLIAM COUNTY REVENUE DEPARTMENT DISTRICT 4. UNDERSTANDING THAT, STUDIES BY UTILITIES HAVE NOT BEEN LOCATED AND ARE NOT BEING CONDUCTED AT THIS TIME.

BEHAVING ARE BEING ON THE ACTA SUBJECT BY SERVICES & MORE AND ONLY NORTH OF THE TOWN CENTER. THE TOWN CENTER IS A SUBDIVISION OF PRINCE WILLIAM COUNTY, VIRGINIA. THE TOWN CENTER IS A SUBDIVISION OF PRINCE WILLIAM COUNTY, VIRGINIA. THE TOWN CENTER IS A SUBDIVISION OF PRINCE WILLIAM COUNTY, VIRGINIA.

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SUBMITTER'S CERTIFICATE
I, THE UNDERSIGNED, AM A SUBMITTER OF THE ABOVE DESCRIBED PROJECT TO THE TOWN OF HAYMARKET CENTER, VIRGINIA. I HEREBY CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND ACCURATE AND THAT I AM NOT PROVIDING ANY INFORMATION THAT IS FALSE OR MISLEADING. I AM NOT PROVIDING ANY INFORMATION THAT IS FALSE OR MISLEADING. I AM NOT PROVIDING ANY INFORMATION THAT IS FALSE OR MISLEADING.

DAVID R. HALL, C.E.
06/13/12



**PLOT PLAN
TOWN OF HAYMARKET
TOWN CENTER**
PRINCE WILLIAM COUNTY, VIRGINIA

NO.	REVISION

DRH ENGINEERS, PLLC
CIVIL - SURVEYING - FORESTRY

411 Riverside Court, Suite 110, Woodlands, Virginia 20150
703-594-0200 703-594-0211 Fax www.drh-engineers.com

DATE: 7/02/12
C-1

RENOVATION PLANS FOR OLD POST OFFICE TOWN OF HAYMARKET PRINCE WILLIAM COUNTY, VIRGINIA

PREPARED BY:

DRM Design
Group, Inc.
ENGINEERS • PLANNERS • SURVEYORS
www.drmdesigngroup.com

35 Rock Point Lane - Suite 200
Warrenton, Virginia 20186
540-548-4288
540-548-8588 fax

GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE VIRGINIA CONSTRUCTION CODE AND THE VIRGINIA LANDMARK PRESERVATION ACT.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING: OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE PRINCE WILLIAM COUNTY PLANNING DEPARTMENT AND THE PRINCE WILLIAM COUNTY HISTORIC COMMISSION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE PRINCE WILLIAM COUNTY PLANNING DEPARTMENT AND THE PRINCE WILLIAM COUNTY HISTORIC COMMISSION.

3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE VIRGINIA CONSTRUCTION CODE AND THE VIRGINIA LANDMARK PRESERVATION ACT.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE PRINCE WILLIAM COUNTY PLANNING DEPARTMENT AND THE PRINCE WILLIAM COUNTY HISTORIC COMMISSION.

5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE VIRGINIA CONSTRUCTION CODE AND THE VIRGINIA LANDMARK PRESERVATION ACT.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE PRINCE WILLIAM COUNTY PLANNING DEPARTMENT AND THE PRINCE WILLIAM COUNTY HISTORIC COMMISSION.

7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE VIRGINIA CONSTRUCTION CODE AND THE VIRGINIA LANDMARK PRESERVATION ACT.



8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE PRINCE WILLIAM COUNTY PLANNING DEPARTMENT AND THE PRINCE WILLIAM COUNTY HISTORIC COMMISSION.

9. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE VIRGINIA CONSTRUCTION CODE AND THE VIRGINIA LANDMARK PRESERVATION ACT.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE PRINCE WILLIAM COUNTY PLANNING DEPARTMENT AND THE PRINCE WILLIAM COUNTY HISTORIC COMMISSION.

Sheet #	Drawn #	Description
1	T-1	COVER SHEET
2	S-1	FIRST FLOOR PLAN
3	S-2	SECOND FLOOR PLAN
4	S-3	ELECTRICAL
5	S-4	PLUMBING PLAN
6	E-1	ELECTRICAL PLAN

**CONTRACTOR TO FIELD VERIFY
ALL DIMENSIONS PRIOR TO
CONSTRUCTION**

	<p>RENOVATION PLAN - DETAILS FOR OLD POST OFFICE TOWN OF HAYMARKET PRINCE WILLIAM COUNTY, VIRGINIA</p>	 <p>DRM ENGINEERS, PLC CIVIL - STRUCTURAL - FORENSIC 410 Riverside Court, Suite 110 • Warrenton, Virginia 20186 540-548-4288 540-548-8521 Fax www.drmdesign.com</p>
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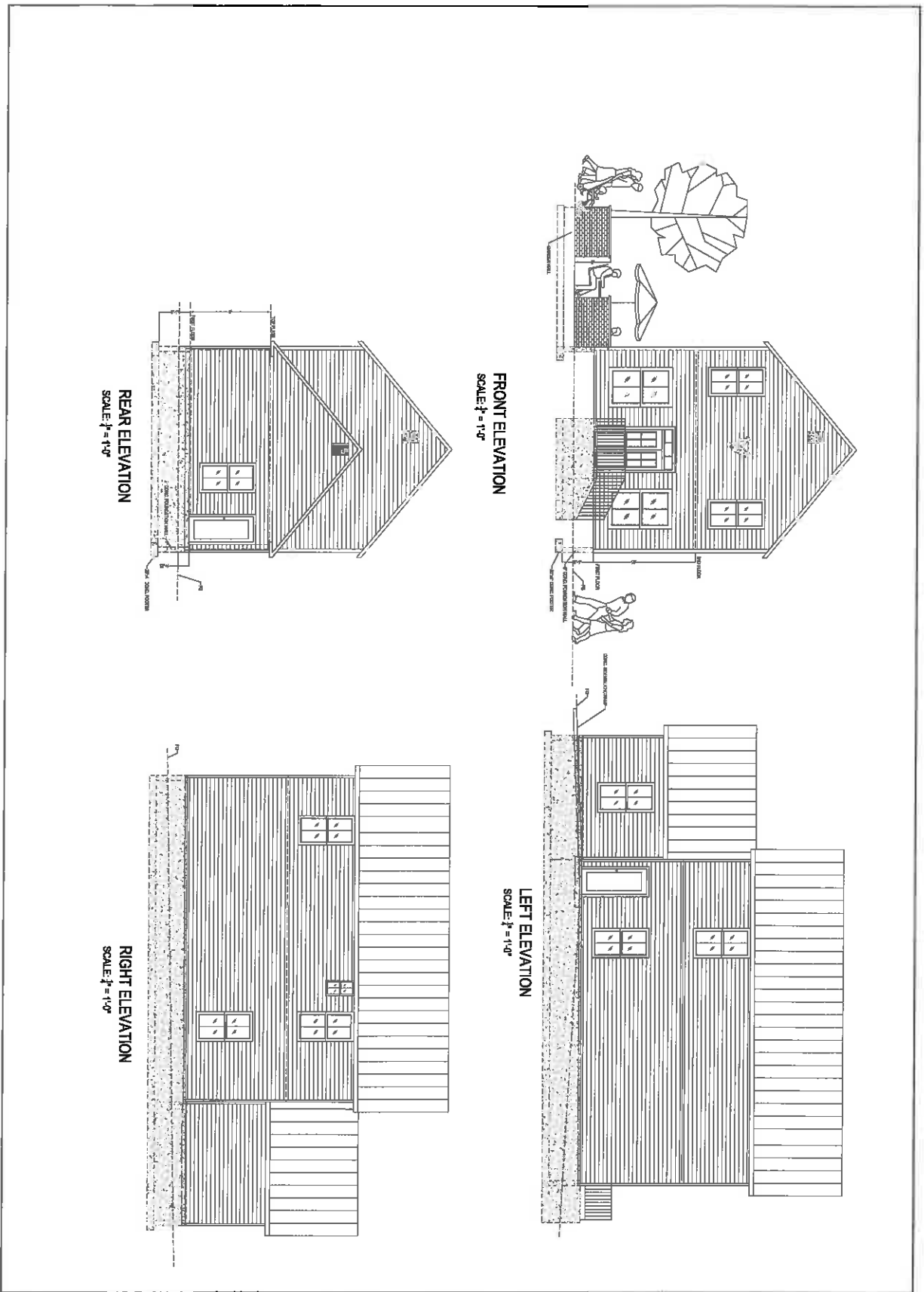
11/14/2011 10:01 AM - Unrecorded Structural Analysis\Drawings\PHD Plot Plan\Title Renovation Plans.dwg 5/11/2011 9:29:13 AM Alpha DPC

12/14/2011 - 10:00 AM - 10:00 AM - 10:00 AM - 10:00 AM - 10:00 AM - 10:00 AM - 10:00 AM - 10:00 AM - 10:00 AM - 10:00 AM

2nd FLOOR PLAN
SCALE: 1/4" = 1'-0"

	<p>RENOVATION PLAN - DETAILS FOR OLD POST OFFICE TOWN OF HAYMARKET PRINCE WILLIAM COUNTY, VIRGINIA</p>	<p>DRH ENGINEERS, PLLC 4100 Woodlands Court, Suite 110, Haymarket, Virginia 22561 540-893-8888 540-893-8877</p>	<p>S-2 3 of 3</p>
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Model: 07-02-2012 Town Center Plot Plan (1040 : Town Center Plot Plan)



DATE	4/10/13
SCALE	1/4" = 1'-0"
PROJECT	RENOVATION PLAN - DETAILS FOR OLD POST OFFICE TOWN OF HAYMARKET PRINCE WILLIAM COUNTY, VIRGINIA
CLIENT	TOWN OF HAYMARKET
DESIGNER	DRH ENGINEERS, PLLC
APPROVER	
DATE	
REVISION	
BY	
DATE	
REVISION	
BY	
DATE	
REVISION	
BY	
DATE	

RENOVATION PLAN - DETAILS FOR OLD POST OFFICE TOWN OF HAYMARKET PRINCE WILLIAM COUNTY, VIRGINIA

DRH ENGINEERS, PLLC
 4150 Woodloch Forest Blvd, Suite 115, Woodloch, Virginia 22194
 (540) 441-1111

rsd\rsd\070701 - Haymarket Structural Analysis\070701\070701.dwg Plot Office Renovation Base.dwg \$61170107 2-20-12 10:44:44 AM PC

1st FLOOR FRAMING PLAN
SCALE: 1/4" = 1'-0"

2nd FLOOR FRAMING PLAN
SCALE: 1/4" = 1'-0"

FOUNDATION
SCALE: 1/4" = 1'-0"

FLOOR FRAMING
SCALE: 1/4" = 1'-0"

ROOF FRAMING
SCALE: 1/4" = 1'-0"

SECTION VIEW
SCALE: 1/4" = 1'-0"

DETAIL OF WALL REPAIR AT EXTERIOR BOTTOM
SCALE: 1/4" = 1'-0"
NOTE: ALL CONCRETE TO HAVE F'-2000 PSI

NEW ADDITION WALL SECTION
SCALE: 1/4" = 1'-0"

NEW ADDITION PLANS
SCALE: 1/4" = 1'-0"

DAW ENGINEERS, PLC
 CIVIL - STRUCTURAL - FOUNDATION
 618 Westridge Court, Suite 110, Woodbridge, Virginia 20180
 703-595-8888 800.801.6311 FAX 703-595-8888 www.dawengineers.com

RENOVATION PLAN - DETAILS
 FOR
OLD POST OFFICE
TOWN OF HAYMARKET
 PRINCE WILLIAM COUNTY, VIRGINIA

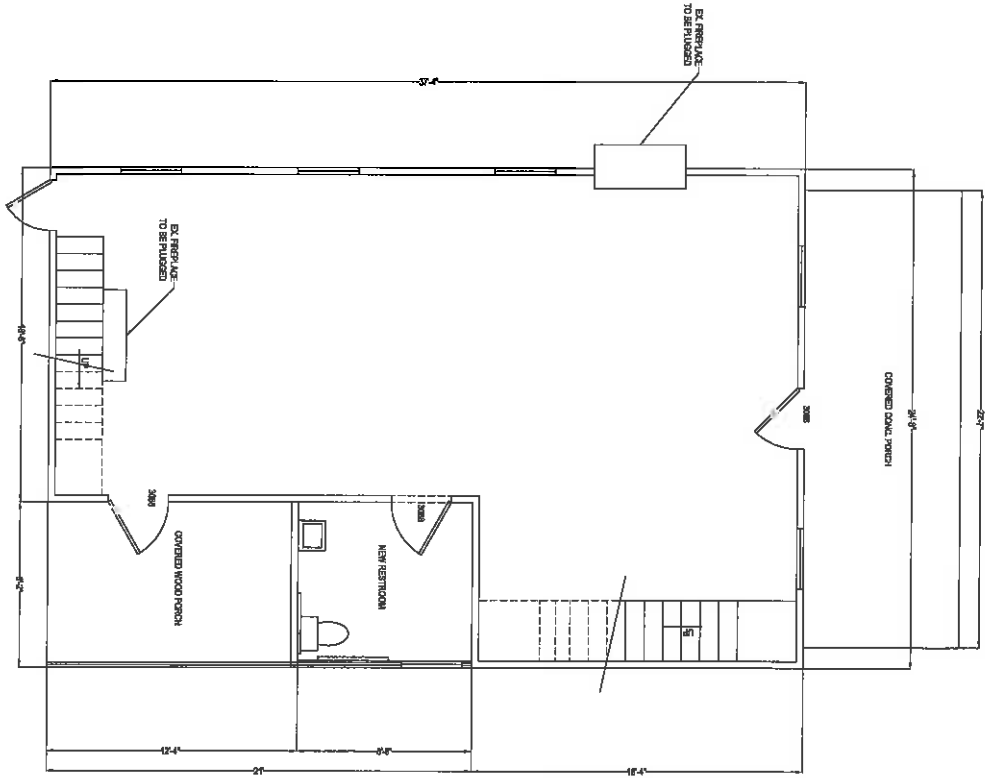


DATE	1/27/12
BY	RS
CHECKED BY	RS
APPROVED BY	RS
PROJECT	OLD POST OFFICE RENOVATION
CLIENT	TOWN OF HAYMARKET
PROJECT NO.	07-0701
DATE	1/27/12
SCALE	AS SHOWN
SHEET	5 OF 8

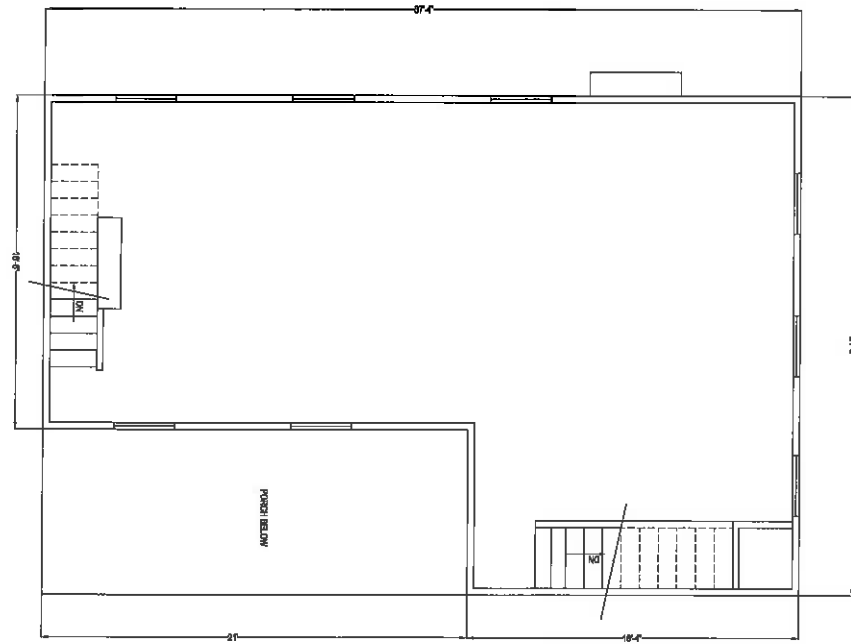
Attachment: 07-02-2012 Town Center Plot Plan (1040 : Town Center Plot Plan)

Attachment: 07-02-2012 Town Center Plot Plan (1040 : Town Center Plot Plan)

1st FLOOR LAYOUT PLAN
SCALE: 1/8" = 1'-0"



2ND FLOOR LAYOUT PLAN
SCALE: 1/8" = 1'-0"



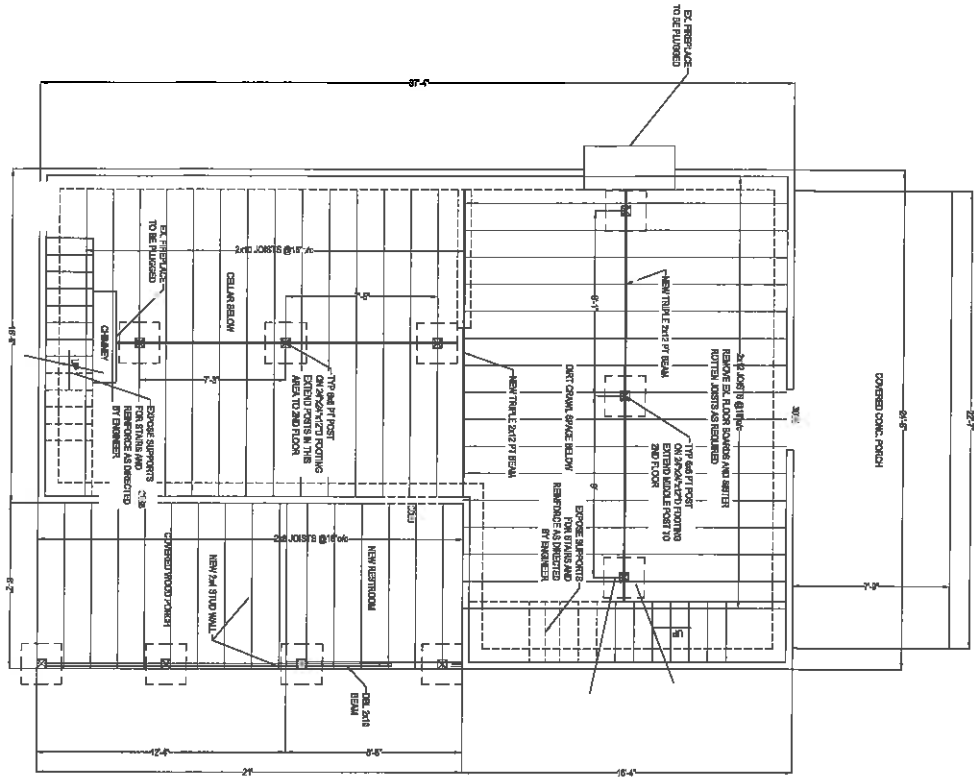
DATE	11/14/11
BY	JM
CHECKED BY	JM
APPROVED BY	JM
PROJECT	RENOVATION OF HULFISH HOUSE
CLIENT	DRM ENGINEERS, PLLC
PROJECT NO.	111111
DATE	11/14/11

**RENOVATION PLANS
FOR
HULFISH HOUSE
TOWN OF HAYMARKET
PRINCE WILLIAM COUNTY, VIRGINIA**

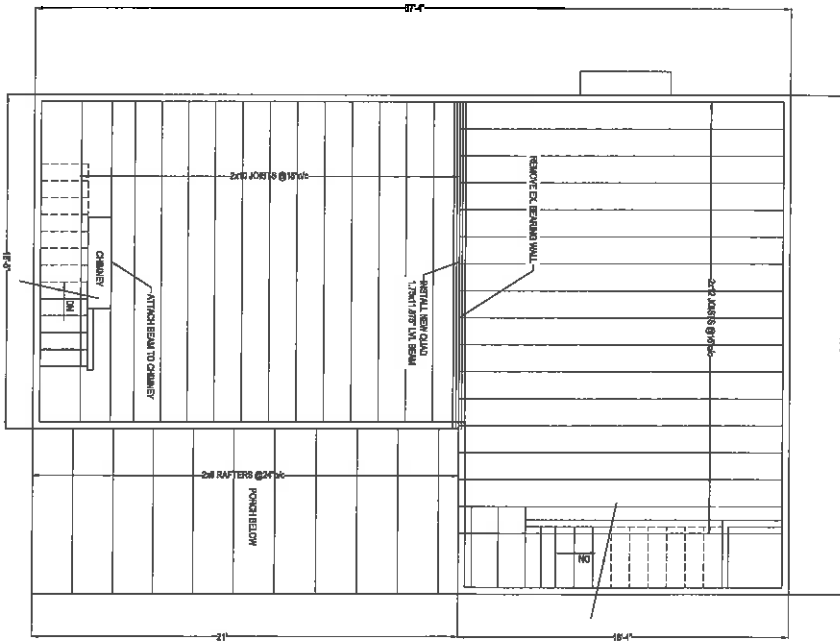
DRM ENGINEERS, PLLC
CIVIL - STRUCTURAL - FORENSIC
410 Broadleafe Court, Suite 110, Stafford, Virginia 20186
540-840-8288 800-291-0281 for www.drmengineers.com

Renovation Plans for Hulfish House - 1040 Town Center Plot Plan (1040 : Town Center Plot Plan)

1st FLOOR FRAMING PLAN
SCALE: 1/4" = 1'-0"



2ND FLOOR FRAMING PLAN
SCALE: 1/4" = 1'-0"



NO. 1	DATE	BY
NO. 2	DATE	BY
NO. 3	DATE	BY
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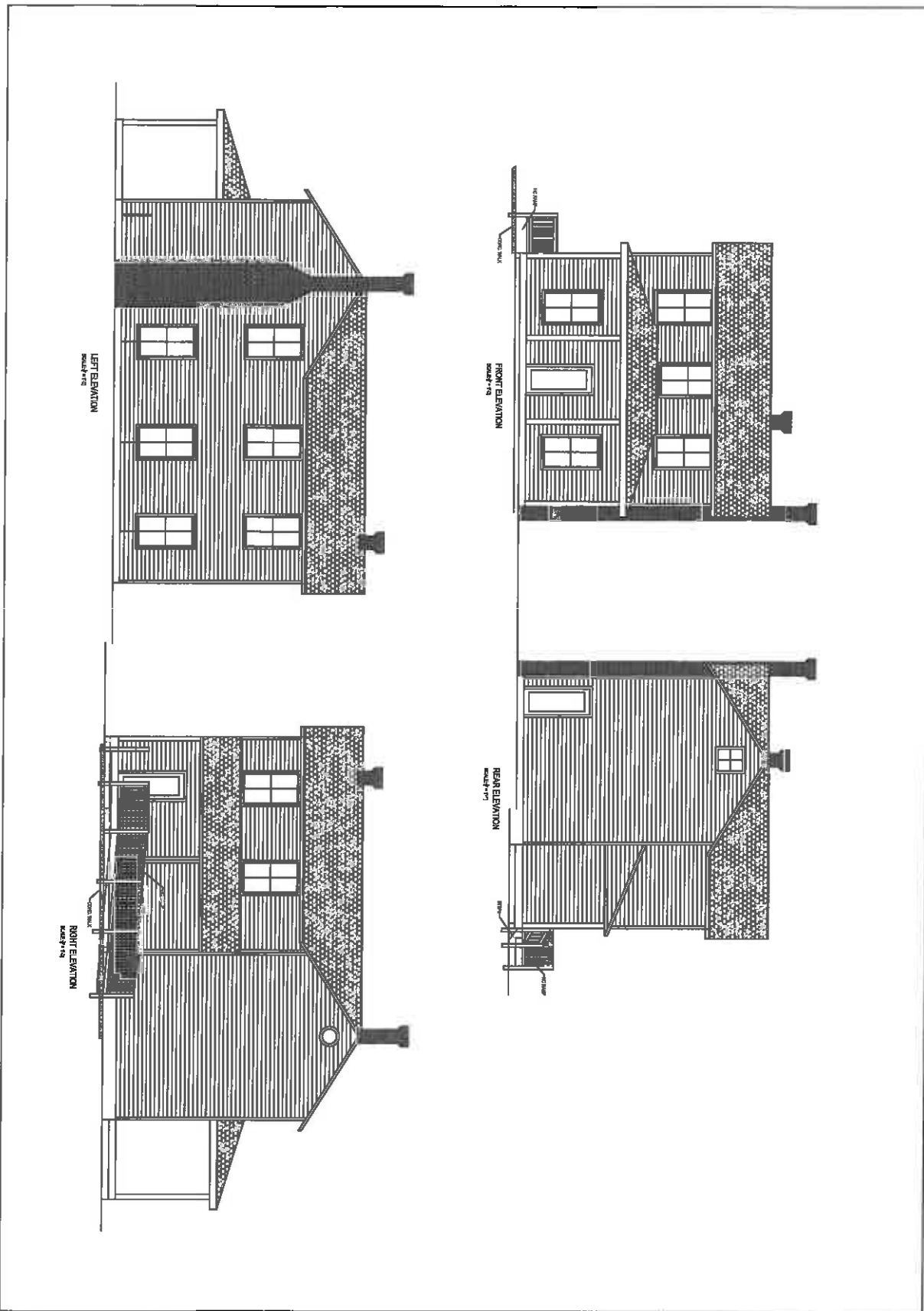
RENOVATION PLANS FOR HULFISH HOUSE TOWN OF HAYMARKET PRINCE WILLIAM COUNTY, VIRGINIA

APPROVED: _____

NO.	DATE	BY
NO.	DATE	BY
NO.	DATE	BY
NO.	DATE	BY
NO.	DATE	BY
NO.	DATE	BY
NO.	DATE	BY
NO.	DATE	BY
NO.	DATE	BY
NO.	DATE	BY

DRH ENGINEERS, PLLC
4100 Riverside Court, Suite 110 Woodbridge, Virginia 22191
540.598.8888 540.598.8999

nsjwkd3719011 - Historical Structural Architectural Drafting Services from 02/07/11 to 11/07/14 Address: 211C



<p>DATE: 11/07/14</p> <p>SCALE: AS SHOWN</p> <p>PROJECT: HULFISH HOUSE</p> <p>CLIENT: TOWN OF HAYMARKET</p> <p>ARCHITECT: DRH ENGINEERS, P.L.C.</p>	<p>RENOVATION PLAN - ELEVATIONS FOR HULFISH HOUSE TOWN OF HAYMARKET PRINCE WILLIAM COUNTY, VIRGINIA</p>	<p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	NO.	DESCRIPTION							<p>DRH ENGINEERS, P.L.C. INC. - ARCHITECTURAL - ENGINEERING 4100 Woodbridge Center, Suite 1100, Woodbridge, Virginia 22192 703-596-8888 FAX: 703-596-8877 www.drh-engineers.com</p>
NO.	DESCRIPTION										

mschneider

From: hmontague **Sent:** Thu 6/7/2012 11:58 AM
To: mschneider
Cc: Gene Swearingen
Subject: RE: Narrative for Storm Runoff at Town Hall
Attachments:

I updated the information below with the C factor from Dave.

Thanks!
Holly

From: hmontague
Sent: Wed 6/6/2012 11:29 AM
To: mschneider
Cc: Gene Swearingen
Subject: Narrative for Storm Runoff at Town Hall

Marchant,

You asked me for a narrative of the drainage situation at Town Hall. Please feel free to use/edit the information below.

The runoff from the Town Hall property is collected in inlets on Washington Street, carried in a storm sewer system and outfallen into an infiltration ditch at 18th Century. The storm sewer system was designed and constructed as part of the Washington Street Phase 2 Enhancement project. The capacity of a storm sewer system and the outfall location must accomodate the design runoff. The design runoff is computed from the formula $Q=CiA$ where Q is the quantity of runoff, C is a factor for the level of imperviousness of the site, i is the intensity for the design storm and A is the area draining to the system. C factors range from 0.35 for grassed areas to 0.9 for pavement/buildings/impervious areas.

In order to allow for future improvements without the need to upgrade the storm sewer system or outfall, the storm sewer system was designed in the Phase 2 Enhancement project using a C factor of 0.85 for everything draining to the inlets on Washington Street. However, the actual C factor for the Town Hall property, including the current/proposed improvements being made at the Old Post Office and the Hulfish House is 0.72. Accordingly, since the actual C factor is lower than the designed C factor, the actual quantity of runoff is lower than the design quantity of runoff.

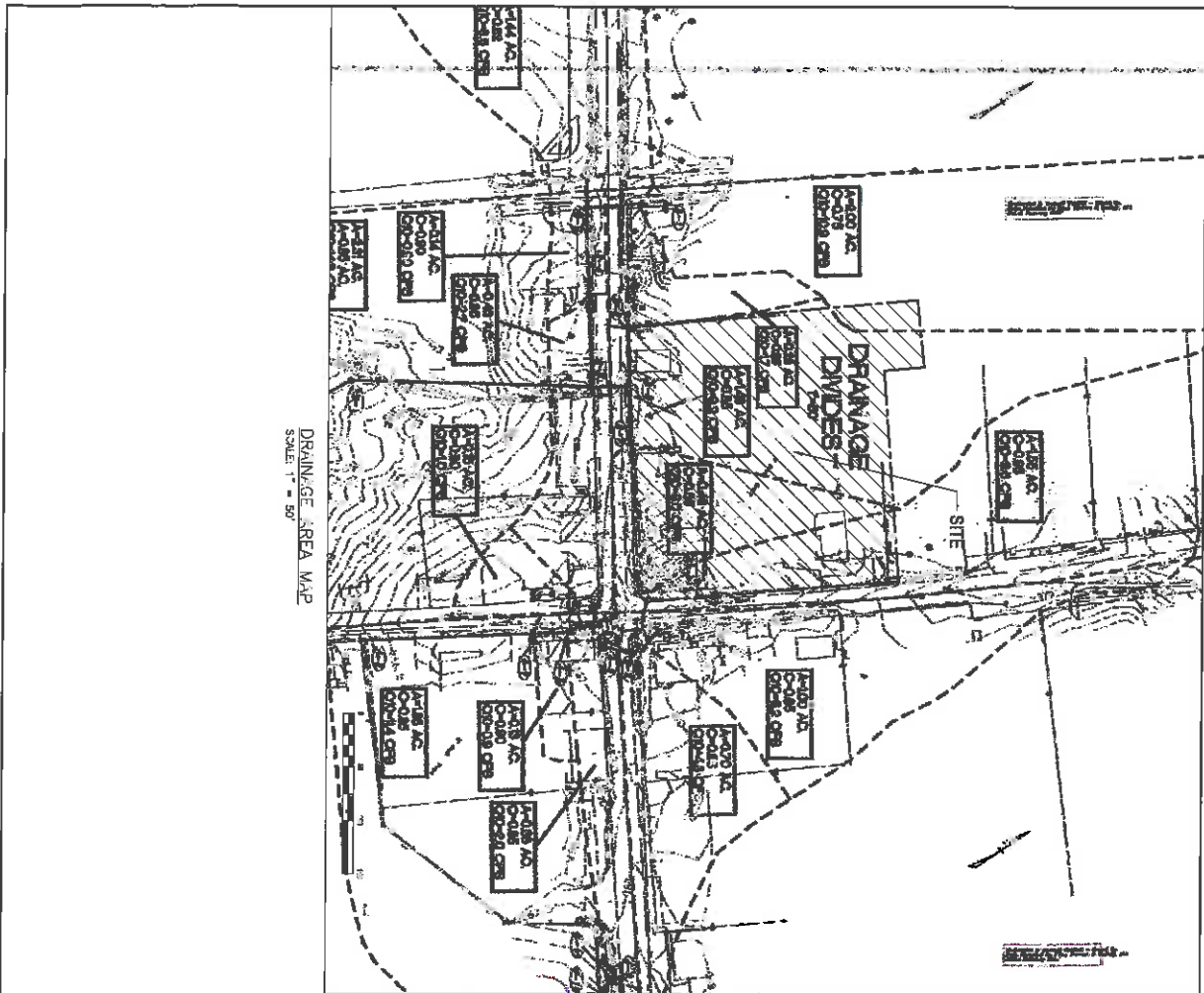
Therefore, the improvements being made at at the Old Post Office and Hulfish House will have no negative impact on the storm sewer system or at the outfall at 18th Century.

There has also been some consideration of removing the existing driveway to the west of the Old Post Office, regrading this area and adding a deck. The existing runoff on the west side of the Old Post Office runs in two directions. Some of the runoff runs to the south to Washington Street, then runs east on Washington Street to a sag inlet on the west side of the main Town Hall entrance. The rest of the existing runoff runs to the north back towards the Town Hall property, then runs east, then south towards Washington Street (basically going the other way around the Old Post Office), and then to the same sag inlet on the west side of the main Town Hall entrance. This means that all of the existing runoff from the west side of the Old Post Office is collected up by the same inlet.

Any regrading efforts made on the west side of the Old Post Office might slightly change which side of the Old Post Office the new runoff is going, but it will have no detrimental effect on the storm sewer system because it is not increasing the runoff going to the one sag inlet. Regrading should also not have any detrimental effect on the sidewalk. The same amount of water, or less since asphalt would be removed, that crossed the sidewalk before would still cross the sidewalk.

As I mentioned, feel free to use/edit as you see fit.

Thanks!
Holly



DRAINAGE AREA MAP
SCALE: 1" = 50'

MANAGEMENT FORMSHEET PROPERTY TOTAL AREA: 1.42 ACRES
 *APPROXIMATE C/F RATIO FOR DRAINAGE

REFERENCE TYPE	AREA	C/F
CONCRETE	0.00	0.00
GRAVEL	0.00	0.00
PAVEMENT	0.00	0.00
ASPHALT	0.00	0.00
TOTAL	0.00	0.00

DESIGN C/F FACTOR FOR SITE = 0.25 @ 0.25 MI. IN

- NOTES:**
1. THESE PARCELS OF LAND ARE DIVIDED BY PRINCE WILLIAM COUNTY PARCEL ID NUMBER AND ARE NOT TO BE CONSIDERED AS SEPARATE PARCELS. THE PARCELS ARE IDENTIFIED BY PARCEL ID NUMBER AND ARE NOT TO BE CONSIDERED AS SEPARATE PARCELS.
 2. THE SUBJECT PARCELS ARE NOT LOCATED ON A 100 YEAR FLOOD PLAIN AS SHOWN ON THE 100 YEAR FLOOD PLAIN MAP OF PRINCE WILLIAM COUNTY, VIRGINIA.
 3. THE SUBJECT PARCELS ARE NOT LOCATED ON A 100 YEAR FLOOD PLAIN AS SHOWN ON THE 100 YEAR FLOOD PLAIN MAP OF PRINCE WILLIAM COUNTY, VIRGINIA.
 4. UNDESIGNED IMPROVEMENTS OR UTILITIES ARE NOT SHOWN LOCATED AND ARE NOT SHOWN ON A PLAN OF THIS SCALE.
 5. SPACING ARE BASED ON THE DATA SUPPLIED BY SURVEYOR. A 1/4" = 100' PLAN WITH 20' DATA FROM THESE SURVEYS WERE REVIEWED BY THE NATIONAL GEODETIC SURVEY'S "ONLINE PERMITTING" WEB SERVICE.

SURVEYOR'S CERTIFICATE
 I, DANIEL R. HALL, A QUALIFIED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON IS BASED UPON A SUFFICIENT NUMBER OF PROPERLY OBTAINED MEASUREMENTS AND CALCULATIONS AND THAT THE SURVEY HAS BEEN CONDUCTED IN ACCORDANCE WITH THE BEST PRACTICES, STANDARDS AND RULES.
 DANIEL R. HALL
 05/11/12



PROJECT: 2 OF 2

C-2

DATE: 05/11/12

BY: DANIEL R. HALL

FOR: [Signature]

**PLOT PLAN
 TOWN OF HAYMARKET
 TOWN CENTER
 PRINCE WILLIAM COUNTY, VIRGINIA**

DDH ENGINEERS, PLLC
 410 Riverside Drive, Suite 310, Warrenton, Virginia 20186
 703-444-0963 Fax: 703-444-0964



INTEROFFICE MEMORANDUM

TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: DISPOSITION OF HAYMARKET OLD TOWN CENTRE FINAL SITE PLAN
DATE: 05-08-12
CC: STAFF

As requested by the Town Council at the April Town Council Meeting, the Planning Commission has identified the following scenarios regarding the disposition of Haymarket Old Town Centre site plan.

1. **No Action by the Town Council.** The period of validity for a final site plan is five years (extended by the State to 2014). Given the association of the Haymarket Old Town Centre site plan with the previous sales contract to purchase the Town Center property, and subsequent termination of the sales contract, it can be argued the site plan does not meet the Town and State Code definition of “final site plan” and would therefore not be a “valid” plan subject to a period of validity. As such, no action by the Town is necessary. Further, the Town owns the land, no purchase contracts are pending, and any site plan for the Town Center property cannot be developed without the Town’s approval and funding.
2. **The Town Council adopts an as-built plan for the existing conditions of the Town Center property in accordance with Town Code Section 58-179.** This would supersede the Town’s previous approval of the Haymarket Old Town Centre site plan. Any subsequent site plan would require Town staff review, Planning Commission recommendation, and Town Council approval.

NOTE: the Town Council has made several decisions regarding the Town Center property which are bringing the property into conformance with the Town’s current development standards. Among other items: 1) renovations of the Old Post Office and Hulfish House; 2) a CIP line-item for a Town Center Master Plan; 3) targeting state transportation monies for the extension of a sidewalk from the Old Carolina Bridge to the Town Center property; 4) parking lot improvements; and 5) exterior/interior renovations to Town Hall building and back building.

3. **The “owner” of the Haymarket Old Town Centre site plan (i.e. the engineering drawings) submits a site plan amendment to incorporate site improvements currently underway at the Town Center property that are not shown on the approved site plan.** The amended plan would require Town staff review, Planning Commission recommendation, and Town Council approval. The Town, as owner of the property, would have to be a party to

the site plan application and the plan could not be developed without the Town's approval. The Town could alternatively acquire the rights to the document and amend the plan on its own.

4. **New structures which are not shown on the Haymarket Old Town Centre site plan can be removed as part of the development of said site plan.** No amendments would be required; however, the plan could not be developed without the property owner's (i.e. the Town's) approval. NOTE: a Town Council action which supersedes the previous site plan, as described in item 2 above, would require the plan to be resubmitted for Town staff review, Planning Commission recommendation, and Town Council approval. The Town could alternatively acquire the rights to the document and develop the plan on its own.



TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: Zoning Permits
DATE: 07/02/12

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

RECOMMENDATION

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

15125 Washington Street - Fitness Studio. Permit Number ZP20120525

6611 Jefferson Street - Fitness Studio. Permit Number ZP20120604

The form of the motion would be:

1. I move that the Town Council approve Zoning Permit #20120525 for a studio use to be located at 15125 Washington Street, in accordance with Section 58-177(18) of the Town Code.

I further move that the Town Council approve Zoning Permit #20120604 for a studio use (fitness) to be located at 6611 Jefferson Street, in accordance with Section 58-177(18) of the Town Code.

OR,

2. I move an alternate motion.

ATTACHMENTS:

- 07-02-2012 Attachments Zoning Permits (PDF)

The Town of HAYMARKET

Established in 1799

PAID

CASH

MAY 30 2012

ZONING PERMIT #: 20120525 Town of Haymarket

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

ZONING PERMIT APPLICATION

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

NAME OF BUSINESS/APPLICANT: Core Results Fitness, LLC

PROPOSED USE: FITNESS Size (Sq. Ft./Length) of Construction: 1200 SF

SITE ADDRESS: 15125 WASHINGTON STREET Parcel ID #: 7298-80-2220

Subdivision Name: N/A Lot Size: 1.05

ZONING DISTRICT: R-1 R-2 B-1 B-2 I-1 C-1 Site Plan Required: Yes No

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

Off-street Parking: Spaces Required: 6 Spaces Provided: _____

BRIEF DESCRIPTION OF ACTIVITY: (i.e. previous use, type and dimensions of signs, height/length of fencing, etc.)

Yoga & Fitness Studio

Supporting Documentation (attached): Narrative Plan/Plat Specification Sheet

FEE: \$25.00 Residential \$50.00 Commercial

CERTIFICATE OF APPROPRIATENESS

ADDITIONAL DESCRIPTION: (i.e. color, type of material, font style, etc.)

Supporting Documentation (attached): Specification Sheet Photograph(s)

PERMIT HOLDER INFORMATION			PROPERTY OWNER INFORMATION		
<u>JAMES K. KOWAN</u>			<u>WHITE STAR PROPERTIES LLC</u>		
Name			Name		
<u>15125 WASHINGTON ST.</u>			<u>7950 AMSTERDAM CT.</u>		
Address			Address		
<u>#200 HAYMARKET</u>	<u>20169</u>		<u>GAINESVILLE, VA</u>	<u>20155</u>	
City	State	Zip	City	State	Zip
<u>540-229-3897</u>	<u>relentlessjames</u>				
Phone#	Email		Phone#	Email	
	<u>@gmail.com</u>				

6.D.a

Packet Pg. 121

APPLICANT / PROPERTY OWNER SIGNATURE

*******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 is correct. Construction of improvements described herein and as shown on the attached plat, plan and/or specifications will comply with the ordinances of the Town of Haymarket and any additional restrictions and/or conditions prescribed by the Architectural Review Board (ARB), Planning Commission, or the Town Council and all other applicable laws.

Applicant Signature

Property Owner Signature

*****OFFICE USE ONLY*****

ZONING PERMIT #: ZP20120525

Date Filed: 5-25-12

Fee Amount: 50

Date Paid: 5-30-12

DATE TO ARCHITECTURAL REVIEW BOARD (ARB): N/A

APPROVED DISAPPROVED TABLED UNTIL: _____ DEFERRED UNTIL: _____

ARCHITECTURAL REVIEW BOARD CHAIR:

SIGNATURE

PRINT

CONDITIONS:

DATE TO PLANNING COMMISSION: 6/11/12

APPROVED DISAPPROVED TABLED UNTIL: _____ DEFERRED UNTIL: _____

PLANNING COMMISSION (where required):

SIGNATURE

PRINT

Rebecca Bare

CONDITIONS:

58-177(18)

DATE TO TOWN COUNCIL: 7/2/12

APPROVED DISAPPROVED TABLED UNTIL: _____ DEFERRED UNTIL: _____

TOWN COUNCIL (where required):

SIGNATURE

PRINT

CONDITIONS:

15125 Washington Street

Vacant	Tranquility	DeGrasse Dance Studio
Core Results Fitness		
Vacant	Needles in the Haymarket	Cupcake Heaven

3rd Floor
2nd Floor
1st Floor

Washington Street



PAID CAS
MAY 30 2012

Town of Haymarket

2012 Business Professional and Occupation License (BPOL) Application and Renewal Form

Renewal Application and payment are due in full on or before April 30, 2012

New businesses beginning on or after January 1, 2012 have 30 days to make application and remit payment

All Applicants Complete This Section

Legal Name of Business

Cool Results Fitness, LLC

Trade Name

''

Sole Proprietor Partnership Corporation LLC

Other

(specify)

Tax Contact Name

JAMES K. KONAR

Tax Contact Phone

540.229.3897

Business Mailing Address

15125 WASHINGTON ST.
Suite #200
HAYMARKET, VA 20169

Haymarket physical address

(If different from above)

Email Address

relentlessjames@gmail.com

Business Phone

540.229.3897

Date Business Began

JAN. 2012

Date Business Ended (if final return)

Description of Business

Fitness/Yoga Studio

All new license applications for in-town businesses must provide a copy of your Certificate of Occupancy or in the case of an in-home business, a copy of your approved Special Use Permit Application.

Brief Description of Business

To Be Completed by Contractors

To be issued a license for a contractor/home improvement business, you must provide the Registration Number for a valid Class A, B, or C Contractor's License issued in your business name by the Virginia Board for Contractors.

VA Contractors Reg.

No.

Class 'A' Class 'B' Class 'C'

All Contractors must also complete a Contractor's Certification of Insuring Liability for Worker's Compensation in Virginia Form. Virginia Code 58.1-371 B4(1) prohibits a municipality from issuing or reissuing a business license to a contractor who has not obtained or is not maintaining worker's compensation coverage for his employees, if such coverage is required.

Complete if applicant is a Virginia Contractor located outside of the Town of Haymarket:

Name of Virginia Jurisdiction where principal office is located:

Does locality impose a local business license tax?

If so, please provide current license #

Office Use

Account No

Date Filed

5-30-12

Code Section

58-177(18)

PC Approval

TC Approval

CALCULATE LICENSE TAX AMOUNT DUE - YOU MUST COMPLETE REVERSE BEFORE COMPLETING THIS SECTION

1. Enter taxable gross receipts from reverse side Table B, line 6..... 50,000

2. Enter tax rate from reverse side Table C, Tax Rate Schedule..... 110

3. LICENSE TAX DUE

Divide line 1 above by \$100, and then multiply by the tax rate entered on line 2 above

4. Flat Rate License Tax Due.

Enter flat rate from reverse side Table C, Tax Rate Schedule

5. TOTAL LICENSE TAX DUE.

Payment is due in full on or before April 30, 2012, or within 30 days of beginning business in the Town of Haymarket

Add a 10% late payment penalty and 10% interest (per annum) if paying after April 30, 2012, or if a new business paying more than 30 days of beginning business in the Town of Haymarket

TOTAL..... \$ 50.00

Make check payable to: TOWN OF HAYMARKET, PO BOX 1230, HAYMARKET, VA 20168

TABLE A – ALLOWABLE ADJUSTMENTS

1. Gasoline/Diesel fuel Suppliers/Wholesalers enter 2011 State/Federal excise fuel tax collected..... 0
2. Contractors located in The Town of Haymarket may subtract 2011 gross receipts from work done in Other Virginia jurisdictions that impose a similar business license tax, but only if the amount Subtracted is reported to the other Virginia jurisdictions. YOU MUST PROVIDE A COPY OF YOUR COMPLETED BUSINESS LICENSE APPLICATION FROM THESE JURISDICTIONS OR THE ADJUSTMENT WILL BE DISALLOWED (Virginia Code 58.1715)..... 0
3. Add lines 1 and 2. This is your total allowable adjustments..... 0

TABLE B – TAXABLE GROSS RECEIPTS

1. Enter total 2011 gross receipts, or if for a new business (business that started on or after January 1, 2012, provide an estimate of your 2012 gross receipts). Wholesale merchants report total gross purchases, Rather than gross receipts..... 50,000
2. Enter allowable adjustments, if any, from Table A, line 3 above..... 0
3. Subtract line 2 from line 1. This is your adjusted gross receipts..... 50,000
Complete Lines 4 & 5 only if business began on or after January 1, 2011 and prior to January 1, 2012
4. Enter gross receipts estimate for 2011 from 2011 license application..... N/A
5. Subtract line 4 from line 3. If the result is less than \$0, enter the negative amount..... 50,000
6. Add line 3 and the amount on line 5, if any. If the result is less than \$0, enter \$0. This is your taxable gross receipts. Enter the value here and on line 1 on the reverse side..... 50,000

TABLE C – TAX RATE SCHEDULE

PART A: TAX RATES SCHEDULE FOR LICENSE TAX BASED ON GROSS RECEIPTS

Business Classification	Tax Rate Per \$100/Gross Receipt
Contractor based in the Town of Haymarket (CN)	\$0.15
Contractor located in another VA jurisdiction which imposes a BPOL or similar tax (CT)	\$0.15
Wholesale Merchant (WS)	\$0.05/purchases
Retail Merchant (RM)	\$0.10
Financial Services (FS)	\$0.50
Real Estate Services (RE)	\$0.30
Professional Services (PF)	\$0.30
Repair Services (RS)	\$0.10
Personal Services (PS)	\$0.10
Business Services (BN)	\$0.10
Restaurants (RT)	\$0.10
Public Service Corporations	\$0.10
Manufacturer (MP)	EXEMPT

PART B: TAX RATE SCHEDULE FOR FLAT FEE LICENSES

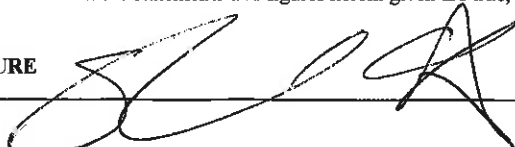
Business Classification	Flat Rate Fee (1 year)
Carnival/Circus/Fortune teller	\$1,000 per occurrence
Itinerant Merchant/Peddler	\$500/1 year

No business license will be issued until all delinquent business license and tangible personal property taxes owed by the applicant to the Town of Haymarket have been paid (VA Code 58.1-3700)

DECLARATION

It is a misdemeanor for any person to willfully subscribe an application that he does not believe to be true and correct as to every material matter. Businesses are subject to audit by the Town of Haymarket pursuant to VA Code 58.1-3109. I declare that the statements and figures herein given are true, full and correct to the best of my knowledge and belief.

APPLICANT SIGNATURE



DATE

25 MAY 2012



RECEIVED

JUN - 4 2012

ZONING PERMIT #: ZP 20120604

TOWN OF HAYMARKET

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

ZONING PERMIT APPLICATION

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

NAME OF BUSINESS/APPLICANT: Rogue Kettlebell Fitness / MK Fitness

PROPOSED USE: Gym / Fitness Studio Size (Sq. Ft./Length) of Construction: 950

SITE ADDRESS: 661 Jefferson St Parcel ID #: _____

Subdivision Name: N/A Lot Size: _____

ZONING DISTRICT: R-1 R-2 B-1 B-2 I-1 C-1 Site Plan Required: Yes No

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

Off-street Parking: Spaces Required: 5 Spaces Provided: 5

BRIEF DESCRIPTION OF ACTIVITY: (i.e. previous use, type and dimensions of signs, height/length of fencing, etc.)

Indoor Fitness Studio for personal training. Would like a small sign

Supporting Documentation (attached): Narrative Plan/Plat Specification Sheet

FEE: \$25.00 Residential \$50.00 Commercial paid

CERTIFICATE OF APPROPRIATENESS

ADDITIONAL DESCRIPTION: (i.e. color, type of material, font style, etc.)

58-177(18)

Supporting Documentation (attached): Specification Sheet Photograph(s)

PERMIT HOLDER INFORMATION				PROPERTY OWNER INFORMATION			
<u>Matt Kull</u>				<u>Berry Kennedy</u>			
Name				Name			
<u>1776 Bentonville Parkside Rd</u>				Address			
Address				Address			
<u>Bentonville</u>	<u>VT</u>	<u>22610</u>		City State Zip			
City	State	Zip		City State Zip			
<u>703-288-9396</u>	<u>mattden.kull@</u>			Phone# Email			
Phone#	Email			Phone# Email			
	<u>yahoo.com</u>						

APPLICANT / PROPERTY OWNER SIGNATURE

REQUIRED

As owner or authorized agent for the above-referenced parcel, do hereby certify that I have the authority to make the foregoing application and that the information provided herein is correct. Construction of improvements described herein and as shown on the attached plat, plan and/or specifications will comply with the ordinances of the Town of Haymarket and any additional restrictions and/or conditions prescribed by the Architectural Review Board (ARB), Planning Commission, or the Town Council and all other applicable laws.

Matt [Signature]

See email

Applicant Signature

Property Owner Signature

OFFICE USE ONLY

ZONING PERMIT #: ZP20120604

Date Filed: 6-4-12

Fee Amount: 50-

Date Paid: 6-4-12

DATE TO ARCHITECTURAL REVIEW BOARD (ARB): N/A

APPROVED DISAPPROVED TABLED UNTIL: _____ DEFERRED UNTIL: _____

ARCHITECTURAL REVIEW BOARD CHAIR:

SIGNATURE

PRINT

CONDITIONS:

DATE TO PLANNING COMMISSION: 6-6-12

APPROVED DISAPPROVED TABLED UNTIL: _____ DEFERRED UNTIL: _____

PLANNING COMMISSION (where required):

Rebecca Bare
SIGNATURE

Rebecca Bare
PRINT

CONDITIONS: 58-177(18)

DATE TO TOWN COUNCIL: 7-2-12

APPROVED DISAPPROVED TABLED UNTIL: _____ DEFERRED UNTIL: _____

TOWN COUNCIL (where required):

SIGNATURE

PRINT

CONDITIONS:

Sherrie Wilson

From: Gerry Kennedy [gkennedy@attivacorp.com]
Sent: Monday, June 04, 2012 4:41 PM
To: Sherrie Wilson
Subject: Re: Kettlebell Fitness

Sherrie. Plz consider this email as my approval. Thank you. Gerry kennedy

Sent from my iPhone

Thank you,
gerry kennedy
(o) 703 754 3900
(c) 301 639 0058

On Jun 4, 2012, at 3:58 PM, "Sherrie Wilson" <swilson@townofhaymarket.org> wrote:

**Gerry
Matt Kull is bringing me his applications tonight so he
can get on the Planning Commission agenda for next Monday
for his business. But he said he won't have time to get you
to sign.
Can you send me an email stating that you as the Landlord
have approved his business in your building, asap???**

Sherrie Wilson
Deputy Clerk

<image001.jpg>

P.O. Box 1230
Haymarket, VA 20168
703-753-2600
Fax: 703-753-2800
Please visit our website at www.townofhaymarket.org

Church Office ↗

Bathrooms ↗

2'0"

2'0"

2'0"

2'0"

2'0"

2'0"

JEFFERSON ST ↗

SUMP PIT



2'4"

6'0"

3'0"

25'

JAZZercise

Hallway

REAR ENTRANCE

28'

30'

ROGUE KETTLEBELL FITNESS
6611 JEFFERSON ST. SUITE 103

BACK OF BUILDING / PARKING

Attachment: 07-02-2012 Attachments Zoning Permits (1041 : Zoning Permits)



RECEIVED
JUN - 6 2012
TOWN OF HAYMARKET

2012 Business Professional and Occupation License (BPOL) Application and Renewal Form
Renewal Application and payment are due in full on or before April 30, 2012
New businesses beginning on or after January 1, 2012 have 30 days to make application and remit payment

All Applicants Complete This Section

Legal Name of Business MK Fitness

Trade Name Rogue Kettlebell

Sole Proprietor Partnership Corporation LLC

Other (specify) _____

Tax Contact Name Sima Jabbar

Tax Contact Phone 703-578 1708

Business Mailing Address 6631 Jefferson St
Haymarket
St suite 103

Haymarket physical address (If different from above)
Email Address matthew.killip@yahoo.com

Business Phone 703-801-9396

Date Business Began 1 Jan 2012

Date Business Ended (if final return) _____

Description of Business Fitness studr

All new license applications for in-town businesses must provide a copy of your Certificate of Occupancy or in the case of an in-home business, a copy of your approved Special Use Permit Application.

Brief Description of Business Fitness Studr
Gerry Kennedy has

To Be Completed by Contractors

To be issued a license for a contractor/home improvement business, you must provide the Registration Number for a valid Class A, B, or C Contractor's License issued in your business name by the Virginia Board for Contractors.

VA Contractors Reg. No. _____

Class 'A' Class 'B' Class 'C'

All Contractors must also complete a Contractor's Certification of Insuring Liability for Worker's Compensation in Virginia Form. Virginia Code 58.1-371 B4(1) prohibits a municipality from issuing or reissuing a business license to a contractor who has not obtained or is not maintaining worker's compensation coverage for his employees, if such coverage is required.

Complete if applicant is a Virginia Contractor located outside of the Town of Haymarket:

Name of Virginia Jurisdiction where principal office is located: _____

Does locality impose a local business license tax? _____

If so, please provide current license # _____

Office Use

Account No. _____

Date Filed 6-6-12

Code Section 58-177(18)

PC Approval _____

TC Approval _____

CALCULATE LICENSE TAX AMOUNT DUE - YOU MUST COMPLETE REVERSE BEFORE COMPLETING THIS SECTION

1. Enter taxable gross receipts from reverse side Table B, line 6.....	<u>35,000</u>
2. Enter tax rate from reverse side Table C, Tax Rate Schedule.....	<u>.10</u>
3. LICENSE TAX DUE Divide line 1 above by \$100, and then multiply by the tax rate entered on line 2 above	_____
4. Flat Rate License Tax Due. Enter flat rate from reverse side Table C, Tax Rate Schedule	_____
5. TOTAL LICENSE TAX DUE. Payment is due in full on or before April 30, 2012, or within 30 days of beginning business in the Town of Haymarket	_____
Add a 10% late payment penalty and 10% interest (per annum) if paying after April 30, 2012, or if a new business paying more than 30 days of beginning business in the Town of Haymarket	_____
TOTAL.....	<u>35.00</u>

Make check payable to: TOWN OF HAYMARKET, PO BOX 1230, HAYMARKET, VA 20168

TABLE A – ALLOWABLE ADJUSTMENTS

1. Gasoline/Diesel fuel Suppliers/Wholesalers enter 2011 State/Federal excise fuel tax collected.....
2. Contractors located in The Town of Haymarket may subtract 2011 gross receipts from work done in Other Virginia jurisdictions that impose a similar business license tax, but only if the amount Subtracted is reported to the other Virginia jurisdictions. YOU MUST PROVIDE A COPY OF YOUR COMPLETED BUSINESS LICENSE APPLICATION FROM THESE JURISDICTIONS OR THE ADJUSTMENT WILL BE DISALLOWED (Virginia Code 58.1715).....
3. Add lines 1 and 2. This is your total allowable adjustments.....

TABLE B – TAXABLE GROSS RECEIPTS

1. Enter total 2011 gross receipts, or if for a new business (business that started on or after January 1, 2012, provide an estimate of your 2012 gross receipts). Wholesale merchants report total gross purchases, Rather than gross receipts..... 35,000
 2. Enter allowable adjustments, if any, from Table A, line 3 above.....
 3. Subtract line 2 from line 1. This is your **adjusted gross receipts**.....
- Complete Lines 4 & 5 only if business began on or after January 1, 2011 and prior to January 1, 2012*
4. Enter gross receipts estimate for 2011 from 2011 license application.....
 5. Subtract line 4 from line 3. If the result is less than \$0, enter the negative amount.....
 6. Add line 3 and the amount on line 5, if any. If the result is less than \$0, enter \$0. This is your **taxable gross receipts**. Enter the value here and on line 1 on the reverse side.....

TABLE C – TAX RATE SCHEDULE

PART A: TAX RATES SCHEDULE FOR LICENSE TAX BASED ON GROSS RECEIPTS

Business Classification	Tax Rate Per \$100/Gross Receipt
Contractor based in the Town of Haymarket (CN)	\$0.15
Contractor located in another VA jurisdiction which imposes a BPOL or similar tax (CT)	\$0.15
Wholesale Merchant (WS)	\$0.05/purchases
Retail Merchant (RM)	\$0.10
Financial Services (FS)	\$0.30
Real Estate Services (RE)	\$0.30
Professional Services (PF)	\$0.30
Repair Services (RS)	\$0.10
Personal Services (PS)	\$0.10
Business Services (BN)	\$0.10
Restaurants (RT)	\$0.10
Public Service Corporations	\$0.10
Manufacturers (MN)	EXEMPT

PART B: TAX RATE SCHEDULE FOR FLAT FEE LICENSES

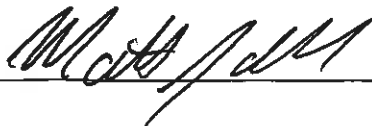
Business Classification	Flat Rate Fee (1 year)
Carnival/Circus/Fortune Teller	\$1,000 per occurrence
Itinerant Merchant/Peddler	\$500/1 year

No business license will be issued until all delinquent business license and tangible personal property taxes owed by the applicant to the Town of Haymarket have been paid (VA Code 58.1-3700)

DECLARATION

It is a misdemeanor for any person to willfully subscribe an application that he does not believe to be true and correct as to every material matter. Businesses are subject to audit by the Town of Haymarket pursuant to VA Code 58.1-3109. I declare that the statements and figures herein given are true, full and correct to the best of my knowledge and belief.

APPLICANT SIGNATURE



DATE

6 JUNE 2012



TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: Check Signers
DATE: 07/02/12

The 2012-2014 Town Council must select three elected officials to sign checks and open and/or close bank accounts. It is recommended that the Town Council appoint David Leake, Rebecca Bare, and Milton Kenworthy as signers for all Town Bank Accounts. Please see the attached resolution from the Fauquier Bank. This resolution must be executed by all three Council Members.



TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: Council Liaison & Vice Mayor Appointment
DATE: 07/02/12

Pursuant to the Haymarket Town Charter, Article III, Administration and Government, The 2012-2014 Town Council must appoint a Vice Mayor.

In addition, the Council appoints liaisons from its board to the Architectural Review Board and Planning Commission.



TO: MAYOR AND TOWN COUNCIL
 FROM: GENE SWEARINGEN
 SUBJECT: Closed Session
 DATE: 07/02/12

Pursuant to VA State Code 2.2-3711 (A), public bodies may hold closed meetings only for the following purposes:

<http://leg1.state.va.us/cgi-bin/legp504.exe?000+cod+2.2-3711>

1. Discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body; and evaluation of performance of departments or schools of public institutions of higher education where such evaluation will necessarily involve discussion of the performance of specific individuals. Any teacher shall be permitted to be present during a closed meeting in which there is a discussion or consideration of a disciplinary matter that involves the teacher and some student and the student involved in the matter is present, provided the teacher makes a written request to be present to the presiding officer of the appropriate board.
2. Discussion or consideration of admission or disciplinary matters or any other matters that would involve the disclosure of information contained in a scholastic record concerning any student of any Virginia public institution of higher education or any state school system. However, any such student, legal counsel and, if the student is a minor, the student's parents or legal guardians shall be permitted to be present during the taking of testimony or presentation of evidence at a closed meeting, if such student, parents, or guardians so request in writing and such request is submitted to the presiding officer of the appropriate board.
3. Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body.
4. The protection of the privacy of individuals in personal matters not related to public business.
5. Discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community.
6. Discussion or consideration of the investment of public funds where competition or bargaining is involved, where, if made public initially, the financial interest of the governmental unit would be adversely affected.
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. For the purposes of this subdivision, "probable litigation" means litigation that has been specifically threatened or on which the public body or its legal counsel has a reasonable basis to believe will be commenced by or against a known party. Nothing in this subdivision shall be construed to permit the closure of a meeting merely because an attorney representing the public body is in attendance or is consulted on a matter.

Sections 8-45 by reference