



TOWN OF HAYMARKET TOWN COUNCIL

REGULAR MEETING ~ AGENDA ~

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

15000 Washington St
Haymarket, VA 20169

Monday, August 6, 2012

7:00 PM

Council Chambers

1. Call to Order

2. Pledge of Allegiance - Troop 1882

3. Citizen's Time

4. Minutes Acceptance

- A. Minutes of June 4, 2012
- B. Town Council - Special Meeting - Jun 18, 2012 7:00 PM

5. Department Reports

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

6. Land Use Applications

7. Appointments

- A. Planning Commission Vacancies
- B. Architectural Review Board Vacancies
- C. Appointment of Tax Collector

8. Agenda Items

- A. Zoning Permits
- B. Hulfish House
- C. Old Post Office
- D. Alexandra's Keep Final Site Plan Revision 2 GPIN 7397-19-3972
- E. Town Hall Master Plan Proposals
- F. Spending Policy
- G. Closed Session
- H. Closed Session II

9. Appropriations

- A. Washington Street Enhancement Project - Parcel 003 Rebecca Cohen-Pardo
- B. Salary Increases Fiscal Year 2013

10. Councilmember Time

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

11. Citizens' Time

12. Adjournment



TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: Minutes of June 4, 2012
DATE: 08/06/12

ATTACHMENTS:

- TC Minutes 06-04-2012 (PDF)

Town of Haymarket – Council Session of June 4, 2012
15000 Washington Street-Haymarket, Virginia 20169
Mayor Pamela E. Stutz

Call to Order

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

Pledge of Allegiance

Roll Call

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

Public Hearing – Fiscal Year 2013 Budget

Mayor reads aloud the public hearing notice (attached)

Mayor asks if anyone from the public would like to comment on the proposed budget

In favor: *No public comment*

Opposed: *No public comment*

Mayor Stutz closes the public hearing @ 7:03 p.m.

Citizen's Time

Ms. Frasier – 9912 Par Drive, Nokesville

Ms. Frasier is a member of the Haymarket Baptist Church. She is here to ask the Council to please give the Haymarket Baptist Church due consideration. They want to pave to their parking lot and improve their church. They would like recognition that they are an asset to this town, they bring a lot of people into the Town several days per week. They ask that the Town please give the church the utmost consideration.

Max Loudoun – Heritage Hunt

Member of Haymarket Baptist Church and a member of the church's building committee. They have been working for a long time to expand their church. There is no higher structure in their church than the members. It took a while to get decisions made, but They would like to build a sanctuary and pave their parking lot

Susan Edwards

6938 Little John

She would like to say that she was out at several events over the past couple of weeks, Fairfax County, Loudoun County, and Prince William County. At every event someone said to her what is going on in Haymarket. The council is supposed to be here to move the town forward; she found this to be very embarrassing. She sat on this council and left because of the bickering and fighting. She is hoping for positive results with this new council. The residents want good things to happen in this town, they don't want to see the Town's name in the paper every week, just for bullying each other.

Minutes

Tobias motions to approve the minutes of May 7, 2012, with corrections noted to the Clerk, Kenworthy seconds;

Corrections noted to the Clerk

Ayes: 6 Nays: 0

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PACE West School

Weir asks if we are going to address the issues that were presented in the agenda for the special meeting request of May 24, 2012 that did not occur. Weir comments that the items were unfinished business. Town Attorney reminds that the carry-over of the items from that meeting that did not occur was requested. He would like to know where we stand with regard to PACE West officially. Weir suggest that we disavow the letter to the Lt. Governor and the letter to Senator Black

Weir moves to disavow the letter to Lt. Governor Bolling and to Senator Black and make the Town's position clear that we are not interested in taking possession of PACE West and that the Town takes no position, Tobias seconds;

Discussion: Leake asks are we not going to support our community events, the common area, the ideas that the community has been crying out for years now. Tobias responds no, that is not what we are saying, we are saying that the Town is not taking any position with regard to any of the formal offers or acquire PACE West for our own use. Tobias reminds that the letter says the Town would like to take possession. Cole does not think we should disavow the letter because the letter does not obligate the town in any way. Cole believes we should issue a follow up letter that the Town does not want to purchase the property. Weir asks if we affirm the letter, four months after the fact, are we taking the position that we do want to take possession of PACE West in a monetary commitment, because if we do that then we can't support the other groups. If we affirm the letter then we affirm everything in the letter. Tobias reminds that the letter says the Town wishes to take possession, if we take possession of the property then we must buy it. Cole says we have made way too much of this letter, Weir disagrees.

**Tobias-Yes, Leake-No, Cole-No, Scarbrough-No, Kenworthy-Yes, Weir-Yes
Mayor breaks tie with No, MOTION FAILS**

Cole motions to make the official position of the Town that we would like to see a community center at the location of PACE West School, this does not obligate us to any particular agreement, but we are pursuing that option, be it with one group or multiple groups, we are pursuing that option, Leake seconds; Discussion: Weir asks where the line item for funding on that will be and what we will tell various groups that have competing offers on the property. Cole: this is not that big of a deal. Tobias asks why if we are going to be so non-committal, why make this motion. Tobias asks if this motion has anything to do with the Town being party to purchasing the property, Cole says if that happens to be part of the deal and we can do that, then great, Cole thinks the letter was a good thing; it's something that the community supports. Weir is happy the community knew before the Town Council knew.

Vote to call for the Vote on the Motion:

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

Vote on the motion:

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

Mayor reminds that there is not agenda, the meeting did not occur. Weir reminds that since the meeting did not occur, the items carry over. The Town Attorney responds that yes, the items carry over. Mayor asks does he [Weir] want her resignation. Weir says no, he wasn't going to ask for it.

Back to the letter: He has received several complaints from the "supporters" referenced in the letter. He would like a letter sent to the parties listed on here. She will talk to them; she will not

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send a letter. He reminds that she was to have spoken with Alyson Satterwhite and still has not yet. Leake comments that he has spoken with Ms. Satterwhite several times.

Building Official's Report – Jim Lowery

Weir asks about Alexandra's Keep occupancy permits. He responds that two occupancies have been issued. Weir asks where we stand on the rest; Mr. Lowery comments that it will be approximately a month on the other four. Lowery says before the end of the year all twelve should be complete. Tobias asks about protection of the Old Post Office, should we be fencing it or take other measures to insure public safety?

Fire Marshall Duties: Prince William County has requested a meeting regarding the duties of the Fire Marshall and taking over that service within the Town's limits. Tobias asks if there is anything that gives PWC the power to take over. He thinks PWC is looking for additional work for their employees.

Police Report – Chief James Roop

Tobias asks that the rapid animal issue...inform clerks so that the public is aware. Tobias asks if the parking violations are from Hunting Path. Mayor asks about Sunday night DUI checkpoint. There was one DUI. The Chief reminds that we are in a Click-it or Ticket campaign right now, so buckle up! They will be handing out literature during this campaign.

Treasurer's Report – James Naradzay, Chief Financial Officer

Tobias asks if there are more definitive numbers from the Capital Improvements Projects.

Capital Improvement Projects

Tobias would like to see which projects (attached) have been completed this far.

- Phone Install this Thursday, that is the total \$2,964
- Quick Books Replacement is ordered
- Filing cabinets are delivered
- Radios have been delivered
- Web site will be live sometime in July
- Renovation Upstairs, 2nd bathroom is almost complete, however \$800 more is needed.
- Water and Sewer connection – finding that \$15,000 will cover the cost of running the lines only, tap fees need to be paid (could be \$15,000) TM recommends that we put this on hold. Mayor asks why this item was chosen in the first place.

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Tobias motions to appropriate the following Capital Improvement Expenses	
\$2,964	Operating Expenses:Office Equipment
\$11,136	Operating Expenses:Office Supplies
\$3,358	Office Expenses:Office Equipment
\$1,860	Expenses:Office Equipment
\$46,314	CIP Repairs-Capital Improvements: Police Equipment
\$7,500	Town Owned Property:Internet & Website
\$8,800	Town Owned Property:15000 Washington Street:Tenants:building repairs
\$20,000	Events:Holiday decorating

\$101,932 Total

Cole seconds;

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

**Town Council Meeting set for June 18, 2012

Tobias asks about Quick Books replacement, when that will take effect. Treasurer responds that by January 1, 2013 we should be implemented fully.

Treasurer would like to meet with Mayor and Tobias on Friday @ 1:00 p.m.

Zoning Permit Applications

Remove the Certification of Zoning Compliance for Arlington Imports, A&A Auto, & S&W Auto Sales from the agenda packet. Mayor asks how many auto dealers there are still in Town. Weir responds that there are six total. Five on the Gossom property and one located at 15161 Washington Street.

Weir moves to approve zoning permit #ZP20120302 Highland Motors to be located at 15017 Washington Street, #1, pursuant to 58-381 (a), Scarbrough seconds;

Ayes: 6 Nays: 0

Cole moves to approve zoning permit #ZP20120504 for B&W Barrel & Choke to be located at 6628-B James Madison Highway, pursuant to 58-257(6), Tobias seconds;

Ayes: 6 Nays: 0

Town Center Property Plot Plan

What we are asking the council is to authorize the Town Manager to proceed with the rear addition on the old post office.

Leake motions to authorize the Town Manager to proceed with the construction of the addition to the Old Post Office Building, 15020 Washington Street, Cole seconds;

Discussion: Tobias asks about the purpose of this addition for handicapped building, he is concerned about the compromise of the historic nature of the building or its ability to be registered. Town Manager responds no, it would not affect the ability for the building to be State or nationally registered; he has spoken with Virginia Department of Historic Resources. Tobias would like to know if that has been put in writing. The Town Manager believes it is in his emails.

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Mayor calls for a short recess for the Town Manager to research his emails: Called back to order at 8:15 p.m.

Town Manager could not find the emails. He has several letters from her but none address this issue specifically.

Tobias-No, Leake-Yes, Cole-Yes, Scarbrough-Yes, Kenworthy-Yes, Weir-No
For the record Tobias' no vote is based solely on the addition potentially affecting the historic status of the building.

Town Planner Updates

Staff has been in contact with Sheetz. They are debating on whether or not to renovate the building or tear it down and rebuild. Tobias says rumor has it that Sheetz may move across the street, out of town. With either scenario they will not be closed.

Closed Session

Tobias motions to enter into closed session pursuant to §2.2-3711 A(7) Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body; and consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, namely to obtain legal advice regarding probably litigation for the Washington Street Enhancement Project, Kenworthy seconds;

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

The Town Attorney calls the Council back in to session at 9:00 p.m.

Certification of Closed Session

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

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

Weir moves to allocate \$3,500 for a boundary survey for GPIN #7397-09-3544, funds to come from Streetscape expenditures line item, Cole seconds

Roll Call: Tobias-Yes, Leake-Yes, Cole-Yes, Scarbrough-Yes, Kenworthy-Yes, Weir-Yes

Building Renovations

Not much work has been done on the old post office until tonight's approval of the addition. Hoping for completion in September.

Hulfish House work has continued. Roof is on. Interior 1st floor is open. There is still more clearing to do upstairs. We have talked with Doris Buck/TVT, she would like to occupy by September. With all the rain, the basement is still dry.

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Hazard Mitigation Plan

Cole motions:

WHEREAS, the Disaster Mitigation Act of 2000, as amended, requires that local governments develop, adopt, and update natural hazard mitigation plans in order to receive certain federal assistance; and, WHEREAS, the Northern Virginia Regional Hazard Mitigation Plan has been prepared in accordance with FEMA requirements at 44C.F.R.201.6; and, WHEREAS, a Mitigation Advisory Committee (*MAC), comprised of representatives from the Counties of Arlington, Fairfax, Loudoun, and Prince William; the Cities of Alexandria, Fairfax, Falls Church, Manassas, and Manassas Park; and Towns of Clifton, Dumfries, Haymarket, Herndon, Leesburg, Middleburg, Purcellville, Occoquan, Quantico, Round Hill, and Vienna, was convened in order to assess the risks of hazards facing the Northern Virginia region, and to make recommendations on actions to be taken to mitigate these hazards; and, WHEREAS, a request for proposals was issued to hire an experienced consulting firm to work with the MAC to update a comprehensive hazard mitigation plan for the Northern Virginia region; and, WHEREAS, the plan incorporates the comments, ideas and concerns of the community and of the public in general, which this plan is designed to protect, ascertained through a series of public meetings, publication of the draft plan, press releases, and other outreach activities; and BE IT RESOLVED that the Town of Haymarket recognizes that recent events of the Virginia Earthquake, Hurricane Irene, and Tropical Storm Lee are not captured in the current FEMA approved pending adoption update of the local Hazard Mitigation Plan. Being committed to mitigation planning and activities, Haymarket, as part of the next update, will fully endeavor to identify, evaluate, and include these events and their impacts. NOW THEREFORE, BE IT RESOLVED by the Haymarket Town Council that the 2010 Northern Virginia Hazard Mitigation Plan Update is hereby approved and adopted by the Haymarket Town Council on May 7, 2012, and resolved to execute the action in the plan. A copy of the plan is attached to this resolution.

Scarborough seconds;

Roll Call: Tobias-Yes, Leake-Yes, Cole-Yes, Scarborough-Yes, Kenworthy-Yes, Weir-Yes

Trash Removal & Recycling Contract

Three bids have been submitted. The Town Manager asks for the authority for he and the Town Attorney to negotiate with AAA the final details of the contract. Weir asks if there will be an opt-out clause. Yes there will be an opt-out clause.

Cole moves that the Town Council approve the Trash and Recycling contract with AAA and authorize the Town Attorney and the Town Manager to negotiate the final terms of the contract, Kenworthy seconds;

Roll Call: Tobias-Yes, Leake-Yes, Cole-Yes, Scarborough-Yes, Kenworthy-Yes, Weir-Yes

Town Attorney Position

For the record Lisa Baird, interim counsel for the Town, recuses herself from this discussion

Leake motions that the Town Council reject the proposals from the RFQ for the Town Attorney services, and authorize the Town Manager to negotiate the substance and form and enter into on behalf of the Town, an agreement with John Bennett, the Town's former counsel, at the rates as outlined in his email dated May 25, 2012 and to have a provision in the contract of severance pay equal to six months of his average billings should the council wish to terminate without cause and without consent of at least two-thirds of the entire town council. The Town Attorney shall report to the Town Council, with his day to day point of contact to be the Mayor and/or Town Manager.

Tobias comments that there are numerous problems with this; this council shouldn't bind the next council and make the next council work with an attorney they have not chosen, this council is currently being served by a qualified attorney, she has shown her qualifications and has served us well in the interim. The RFQ states there would be a process, a selection committee would be

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formed. The council just received the proposals on Thursday/Friday of last week. Thirdly, John Bennett quit, left us high and dry, he did not complete the package requirements. In his arrogance, he decided not to complete the package requirements.

Weir apologizes to the attorney's present, he comments that this is a sham. It is a disservice to the applicants and a disservice to the Town. He thought lying in open session last month was bad enough, and now to drop this. He doesn't understand what their definition of public service is. Weir has grave questions about John Bennett's ability to serve this Town, given the circumstances on how he left and the last meeting he was at. He is stunned. He comments that this is crazy, but typical.

Leake reads aloud: John has dedicated and served our Town for nine years, during which time legal aspects of the Town's structure and ordinances has shown market improvement. His resignation, in my opinion, only came as a result and actions of one council member, outside, at the last meeting that the Town Attorney attended. His experiences brought having served Culpeper County Attorney's office and having worked for that County and other governments for 30 years. He has handled hundreds of rezoning cases and has extensive experience in aspects of land use matters, which will become greater importance again as the economy improves. His rates have always been consistent and reasonable and his work sufficient and he does not make things more complicated than they need to be. As a sole practitioner, he has always referred us to the best attorney in the field, rather than one of his partners, when specialized matters are encountered, his rates do not have the high overhead and duplication from more than one attorney working when a matter present. There is no learning curve with John; he's been significant to the Town and has institutional knowledge. He has also established a relationship with the current and most of the new council member and is more than willing to work with the new council.

Kenworthy comments that the RFQ was a waste of time and bringing these good people out here. He thinks this is an embarrassment to us. He respects John Bennett and he likes him as a friend, but he thinks it's time to move on. He did quit; he asked us why we did this to begin with. Tobias says we should follow up on the RFQ. Kenworthy also feels this decision should have been made by the next Council. Tobias feels this is quite comical, at the end of the day there is significant reason to believe that certain council members fear their ability to lead and or be prepared for meetings without the support of an attorney who will bend to their every beck and call, which is really the motivation behind this. We owe it to the residents to find another attorney. Tobias comments on the "poison Pill" of severance, there are not six months of billings. Tobias knows that the reason this is being done is so that David Leake has a "yes man" on his team.

Weir comments on the nicely prepared statement read by Councilman Leake. Weir would suggest that yes, the ordinances are much better in this town than 8 years ago, but you can thank himself and Marchant, they drafted most of them. With regard to the poison pill of severance on whether or not this council can bind the next council, he'll leave that to the next legal counsel. Weir asks if its average billing to the Town for six months, or average billing of his practice for six month, another poorly written motion. Weir reminds that this motion has not been seconded; **Leake amends his motion to read, "The billings to the Town". Cole seconds;**

Vote to bring the motion to a vote:

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

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Vote on the Motion

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

Mayor breaks tie with a Yes, Motion Carries

Town Hall Flooding

We are working with the insurance company and will keep council informed on their findings.

I-66 Projects – Holly Montague

There will be a meeting this Thursday @ Town Hall regarding the Interchange. This meeting is for the benefit of the affected property owners.

Closed Session

Tobias motions to enter into closed session pursuant to VA §2.2-3711 A(3) Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body. and A(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, Leake seconds

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

Weir motions to enter into closed session pursuant to 2.2-3711A (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, namely the Town Manager, Tobias seconds;

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

Mayor breaks tie with No

Motion Fails

Weir motions to enter into closed session pursuant to 2.2-3711A (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, Tobias seconds;

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

Motion Fails

Certification of Closed Session

At 9:58 p.m. Tobias motions that the Council of the Town of Haymarket does hereby certify that to the best of each member's knowledge, only public business matters lawfully exempt from the open meeting requirements by Virginia law were discussed in the closed session, to which this certification applies, and only such public business

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matters as were identified in the motion convening the closed session were heard, discussed or considered by Council, Scarbrough seconds;

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

Weir motions to terminate the contract of the at will town manager effective immediately, for cause, Tobias seconds;

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

Tobias: Will withhold his comments to the June 18 meeting

Leake: Nothing

Cole: Nothing

Mayor: Thanks the ARB & Council for the banners

Scarbrough: Nothing

Kenworthy: He reminds that council hasn't done anything right lately

Weir: Direct clerk to advertise the vacancies on the boards. He agrees with Susan Edwards, embarrassing is the only word that comes to mind. You've condoned bad behavior. Take some civic classes

Adjournment

Weir moves to adjourn the regularly scheduled meeting of the Haymarket Town Council,

Kenworthy seconds;

Ayes: 6 Nays: 0

Submitted:

Approved:

Jennifer Preli, Town Clerk

David Leake, Mayor



TOWN OF HAYMARKET TOWN COUNCIL

SPECIAL MEETING ~ MINUTES ~

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

15000 Washington St
Haymarket, VA 20169

Monday, June 18, 2012

7:00 PM

Council Chambers

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

Mayor Pamela Stutz called the meeting to order.

1. Call to Order

2. Roll Call

Mayor Pamela Stutz: Present, Vice Mayor John Cole: Present, Council Member/Liaison to the Treasurer Jay Tobias: Present, Council Member/Liaison to Planning Commission Robert Weir: Present, Council Member Milt Kenworthy: Present, Council Member/Liaison to ARB Mary Scarbrough: Present, Council Member David Leake: Present.

3. Citizen's Time

Chuck Carnahan - 6654 Hunting Path Road

He said a couple of things that need to be addressed. First is the rehiring of Mr. Bennett, he does appreciate the responses from Scarbrough & Cole regarding the action that was taken on the open Town Attorney position. He [John Bennett] may well be the best guy for the job, but he quit. He doesn't understand what the severance pay does. He would like someone to answer how this serves the interest of the Town. Mr. Leake commented that John Bennett is a seasoned professional. It begs the question that if he is a professional why he quit without proper notice. He challenges any Council Member to put forth a motion that if Mr. Bennett quits again that he repay the town six months.

Second, Budget: Town owned properties. It appears by the budget. He feels the Fiscal Year 2013 budget is a plan to fail. There is no money budgeted for Capital Improvement on any Town owned property. This budget reflects a net loss proposed of \$80,674+ on Town owned property. He does realize that part of the savings not factored in is the use of the Town Hall building and the Police Department. There are some expenses included that are not true building operating expenses. There are also a lot of things that Mr. Carnahan has not calculated in like snow removal, wages attributable to the properties, etc, yet we are still operating at a net loss. He chaired a committee in 2009 with regard to the Town Property. Goal was to formulate a vision for this property. The recommendation from the committee was to operate the Town property as a for profit business. Clearly we aren't planning to do that. The first recommendation was to address the flooding of the Town Hall building. That has yet to be addressed. Have we failed to plan or planned to fail.

Hope Carnahan - 6654 Hunting Path Road

Good evening ladies and gentlemen, I stand before you this evening for the first time as a citizen concerned about two specific issues.

First is the public appearance of the Town in the media. We may once have been known as the "little town that fought off "Mickey Mouse". Now, however, We are being presented as Prince William County's own Town of Clowns. Comparable to a reality show with members of the Council only out to one up and stomp on their fellow Council members. I am here to ask that the incoming Council members please put a stop to this action. You are not 3 years old in a sandbox elected to throw sand at one another and yank toys away just to become what you perceive to be King of the Mountain. I, as a citizen, expect you to behave as the adults you are. As elected officials I expect and ask you each to work together to make decisions that are for the good of the Town and its residents. You were not elected to carry out personal agendas and if that is your plan resign now and allow someone that can and will do the job, take your place.

Minutes Acceptance: Minutes of Jun 18, 2012 7:00 PM (Minutes Acceptance)

Secondly, I recently became aware of a group of citizens that is taking aim at our Chief of Police, Jim Roop. It is my opinion that Chief Roop is well liked in our neighborhood. He often stops to chat with residents and more importantly our children. He encourages them to follow all safety laws when riding bikes, skateboards and such. He has encouraged his officers to do the same and therefore you will often see residents and children waving at all of them and even yelling out to them. To the group of citizens taking aim at our Chief of Police all I can say is don't mess with my Chief. He is doing his job and represents the Town of Haymarket in a positive manner which is more than I can say for the Council and I stand in front of at this time.

4. Agenda Items

A. Fiscal Year 2013 Budget

Mayor reminds that the public hearing for the Fiscal Year 2013 proposed budget was held on June 4, 2012.

Tobias: There is one suggested change. Page 3 of 6, we have budgeted \$3,000 for discretionary funds; the recommendation is to strike that and add it to the general reserve. General Reserve can be used for anything. That would change the General Reserves From \$67,069 to \$70,069. Councilman Leake recommends that we just rename it. Mayor reminds all that the discretionary funds are typically used for funerals and new businesses. Weir comments that the issue is one of transparency.

Motion passes with the one change noted above.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jay Tobias, Council Member/Liaison to the Treasurer
SECONDER:	David Leake, Council Member
AYES:	Cole, Tobias, Weir, Kenworthy, Scarbrough, Leake

B. Zoning Permits

Marchant Schneider - This request is to accommodate certain deadlines that the auto dealers have with the Commonwealth Dealer Board.

This is to relocate 3 of the auto dealers

Cole moves to approve the zoning permit #20120302 for auto dealer use at the following addresses in accordance with Town Code Section 58-381 (a) S&W Auto Sales at 15001 Washington Street, #1; Arlington Imports at 15001 Washington Street, #4; and A&A Auto Imports at 15017 Washington Street, #2, Scarbrough seconds; Discussion: Weir recommends that the motion include "and the accompanying DMV zoning form". Motion amended as such.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Cole, Vice Mayor
SECONDER:	Mary-Lou Scarbrough, Council Member/Liaison to ARB
AYES:	Cole, Tobias, Weir, Kenworthy, Scarbrough, Leake

5. ARB Appointment Extension

Pam Swinford, Chair of the Architectural Review Board, has a term that ended on June 17, 2012. It is being requested this evening for the Town Council to extend her term through June 30, 2012 so that she can participate in the June 20 ARB meeting.

Motion to extend the term of Architectural Review Board Member, Pam Swinford, to June 30, 2012

Minutes Acceptance: Minutes of Jun 18, 2012 7:00 PM (Minutes Acceptance)

RESULT: ADOPTED [UNANIMOUS]
MOVER: David Leake, Council Member
SECONDER: John Cole, Vice Mayor
AYES: Cole, Tobias, Weir, Kenworthy, Scarbrough, Leake

6. Motion to Adjourn

RESULT: ADOPTED [UNANIMOUS]
MOVER: John Cole, Vice Mayor
SECONDER: Mary-Lou Scarbrough, Council Member/Liaison to ARB
AYES: Cole, Tobias, Weir, Kenworthy, Scarbrough, Leake

Submitted:

Approved:

Jennifer Preli, Town Clerk

Pamela E. Stutz, Mayor

Minutes Acceptance: Minutes of Jun 18, 2012 7:00 PM (Minutes Acceptance)



TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: Building Official's Report
DATE: 08/06/12

ATTACHMENTS:

- Building Department - August 2012 (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: Police Report
DATE: 08/06/12

Please see the Police Report attached.

ATTACHMENTS:

- 08-2012 Police Report (PDF)

Town of Haymarket Police Statistics April, May, & June 2012

Activity	April	May	June	Total
Mileage	4262	4853	4359	13474
Gas	418.5	344.6	446.7	1209.8
Warning Tickets	50	32	19	101
Parking Tickets	5	1	2	8
Uniform Traffic Summons	134	57	63	254
Criminal Felony	0	8	0	8
Criminal Misdemeanor	6	3	4	13
Reports	26	11	8	45
Complaints	307	257	318	882
Accidents	0	2	3	5
Hours Worked	930	995	974.5	2899.5

During the month of June the Haymarket Police Department participated in the following:

June 3rd – Multi-jurisdictional Sobriety Checkpoint (stats presented during previous Council Meeting)

June 12th – Groundbreaking Open House at Heathcote Medical Center

June 16th – Provided Traffic Control for Town Car Show

June 20th – Attended Bull Run ASAP Committee Meeting where Chief Roop was presented Certificate of Appreciation for his role on the committee.

Criminal Stats for June 2012 Haymarket Police Department

1. Sobriety Checkpoint = 1
2. Parking Violation = 1
3. Barking Dogs = 1
4. Suspicious Vehicle = 2
5. Larceny = 1 (Shoplifting)
6. Vehicle Crash = 2
7. Assist PWC = 5
8. Assist Front Royal PD = 1
9. Alarm calls = 2
10. Assault = 1
11. Obstruction = 2
12. Suspicious Person = 2
13. Missing Juvenile = 2 (Returned home)
14. Foot Patrols = 1
15. Warrant Service = 2
16. Missing Adult = 1 (Returned)
17. Fight in Progress = 1
18. Solicitors = 1
19. Assist VSP = 2





TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: Treasurer's Report
DATE: 08/06/12

Please see the Treasurer's report attached.

ATTACHMENTS:

- 08-06-2012 TR(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	181,036	(793,891)	79,374	(714,5)
Total Events/Other Town activities	15,000	15,000	7,709	(7,291)	0	(7,2)
Total Operating Revenues	1,305,747	1,305,747	1,536,411	(27,104)	257,767	230,6
Total Public Safety	107,907	107,907	132,086	(7)	24,186	24,1
Total Tax Income/Individuals	299,247	299,247	294,864	(4,863)	480	(4,3)
Prior Years - Town Surplus		500,000	330,064	(169,936)	0	(169,9)
Total Revenues	2,623,453	3,123,453	2,482,170	(1,003,091)	361,808	(641,2)

Summary of Expenditures

Class Totals - Expenditures	Approved Budget	Amended Budget	Adj Actual	Over Budget	Under Budget	Net
Total Capital Improvements & Repa	1,116,028	1,592,528	564,969	(26,936)	1,054,495	1,027,5
Total Council & Boards	43,000	43,000	29,370	0	13,630	13,6
Total Events	13,500	13,500	6,928	0	6,572	6,5
Total Museum	8,915	8,915	4,002	(921)	5,834	4,9
Total Operating Expenses	264,741	264,741	239,163	(54,413)	79,991	25,5
Total Public Safety.	87,400	95,900	131,846	(44,317)	8,370	(35,9)
Total Public Works	110,100	110,100	111,076	(18,060)	17,084	(9
Total Staff Wages & Benefits	697,839	697,839	677,343	(6,602)	27,099	20,4
Total Town Owned Property	281,930	296,930	314,277	(37,791)	20,444	(17,3
Total Expense	2,623,453	3,123,453	2,078,974	(189,040)	1,233,519	1,044,4
Net Surplus	0	0	403,195	(1,192,131)	1,595,326	403,1

Attachment: 08-06-2012 TR (1090 : Treasurer's Report)

2 BASIS FOR "PROBABLE" SURPLUS - FYE 06/30/2013

Cash & Cash Equivalents:	6/30/2012
The Fauquier Bank Operating:TFB General Checking 6501	491,926.36
COH 07/01/2011	(300,000.00)
Excess "Transfer" Amount	191,926.36
The Fauquier Bank MM Account #8401 Balance @ 06/30/2012	542,402.67
Dedicated Uses (Not Expensed) thru 06/30/2012:	(270,783.09)
Renovation - Hulfish House	(41,492.00)
Renovation - Old Post Office	(179,263.00)
Proffers - Alexandria Keep	(50,028.09)
Balance Available TFB MM# 8401	463,545.94

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

				Approved Budget	Amended Budget	Adj Actual	Under Budget	Over Budget
06/30/2012				Jul '11 - Jun 12	July 2011 - June 2012	06/30/2012	06/30/2012	06/30/2012
REVENUES								
Income								
Development Revenue								
				10,000	10,000	3,100	(6,900)	0
				12,400	12,400	40,385	0	27,985
				400,000	400,000	77,343	(322,657)	0
				450,000	450,000	0	(450,000)	0
				140	140	1,000	0	860
						50,028	0	50,028
				20,000	20,000	5,791	(14,209)	0
				20,000	20,000	5,791	(14,209)	0
				2,600	2,600	2,475	(125)	0
				412	412	913	0	501
				895,552	895,552	181,036	(793,891)	79,374
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	247,951	0	104,674
				7,200	7,200	0	(7,200)	0
				13,250	13,250	17,887	0	4,637
					0	8,993	0	8,993
				133,400	133,400	185,033	0	51,633
					0	10,698	0	10,698
				11,700	11,700	2,352	(9,348)	0
				11,700	11,700	2,352	(9,348)	0
				415,000	415,000	459,541	0	44,541
					0	4,299	0	4,299
				1,300	1,300	13,684	0	12,384
				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	80,973	(1,028)	0
				214,000	214,000	221,008	0	7,008
				1,305,747	1,305,747	1,536,411	(27,104)	257,767
					500,000	330,064	(169,936)	0
Public Safety								
				100	100	979	0	879
				7	7	0	(7)	0
				37,300	37,300	48,125	0	10,825
				70,000	70,000	82,276	0	12,276

Attachment: 08-06-2012 TR (1090 : Treasurer's Report)

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

	Parking Citations	500	500	705	0	205
Total Public Safety		107,907	107,907	132,086	(7)	24,186
Tax Income/Individuals						
PP Tax Relief		18,627	18,627	18,627	(0)	0
Real Property Tax		280,215	280,215	275,352	(4,863)	0
Town Decal Receipts		405	405	885	0	480
Total Tax Income/Individuals		299,247	299,247	294,864	(4,863)	480
Total Revenues		2,623,453	3,123,453	2,482,170	(1,003,091)	361,808

0

EXPENDITURES

		06/30/2012	Approved Budget	Complete Allocation	Adj Actual	Over Budget	Under Budget
		25%	Jul '11 - Jun 12	July 2011 - June 2012	06/30/2012	06/30/2012	06/30/2012
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	50,816	0	62,185
Total Capital Improvements			93,594	132,241	71,580	(1,525)	62,185
Street Scape Expenditures							
Street Scape Funding			900,000	890,000	76,561	0	813,439
Res-Unappropriated/Appropriated			50,000	60,000	85,411	(25,411)	0
General Reserve			17,434	8,934	0	0	8,934
Prior Years Surplus				500,000	330,064	0	169,936
Total Res-Unappropriated/Appropriated			17,434	508,934	330,064	0	178,870
Total Capital Improvements & Repairs			1,116,028	1,592,528	564,969	(26,936)	1,054,495
Council & Boards							
Architectural Review Board			5,000	5,000	3,760	0	1,240
Mayor and Council			32,000	32,000	22,550	0	9,450
Planning Commission			6,000	6,000	3,060	0	2,940
Total Council & Boards			43,000	43,000	29,370	0	13,630
Events							
Spend the Day In Haymarket			13,500	13,500	6,928	0	6,572
Total Events			13,500	13,500	6,928	0	6,572
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

Attachment: 08-06-2012 TR (1090 : Treasurer's Report)

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

EXPENDITURES

				06/30/2012	Approved Budget	Complete Allocation	Adj Actual	Over Budget	Under Budget
				Total Museum	8,915	8,915	4,002	(921)	5,834
				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	4,048	0	1,952
				Bank Service Charges	150	150	(178)	0	328
				Bond Amortization Expense	1,139	1,139	1,026	0	113
				Cigarette Tax Administration	7,000	7,000	7,174	(174)	0
				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	663	0	6,538
				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	2,613	0	237
				Leased Equipment	2,450	2,450	1,204	0	1,246
				Literature & Publications	800	800	785	0	15
				Office Equipment	2,900	2,900	8,637	(5,737)	0
				Office Supplies	4,000	4,000	17,248	(13,248)	0
				Postage and Delivery	5,000	5,000	2,720	0	2,280
				Printing and Reproduction	10,000	10,000	9,303	0	697
				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	44,710	(18,984)	6,574
				Professional Services					
				Building Official	15,140	15,140	24,475	(9,335)	0
				Admin Support			2,223	(2,223)	0
				Chief Financial Officer	30,000	30,000	22,031	0	7,969
				Engineering Fees	10,000	10,000	20,880	(10,880)	0
				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	2,381	0	7,619
				Total Professional Services	120,140	120,140	121,367	(34,578)	33,351
				PWC BOE	3,300	3,300	2,950	0	350
				Training & Education	3,500	3,500	1,375	0	2,125
				Travel & Ent					

Attachment: 08-06-2012 TR (1090 : Treasurer's Report)

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

EXPENDITURES

				06/30/2012	Approved Budget	Complete Allocation	Adj Actual	Over Budget	Under Budget
				Entertainment	500	500	259	0	241
				Lodging	1,500	1,500	596	0	904
				Meals	750	750	152	0	598
				Mileage	2,500	2,500	1,259	0	1,241
				Total Travel & Ent	5,250	5,250	2,266	0	2,984
				Total Operating Expenses	264,741	264,741	239,163	(54,413)	79,991
				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	56,625	(41,125)	0
				Grant Passthrough	8,500	8,500	8,838	(338)	0
				Legal	12,000	12,000	9,338	0	2,663
				Office Supplies	2,500	2,500	2,280	0	220
				Office Equipment	300	300	436	(136)	0
				Postage & Delivery	450	450	462	(12)	0
				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	3,036	(36)	0
				Uniform Maintenance	3,850	3,850	2,758	0	1,092
				Vehicle/Fuel	20,000	20,000	21,169	(1,169)	0
				Vehicle/Maintenance	15,000	15,000	16,501	(1,501)	0
				Total Public Safety.	87,400	95,900	131,846	(44,317)	8,370
				Public Works					
				Landscaping	15,000	15,000	11,396	0	3,604
				Maintenance Contract/Street	7,000	7,000	5,986	0	1,014
				Snow Removal	4,000	4,000	0	0	4,000
				Street Light Electricity	4,100	4,100	3,205	0	895
				Town Decorations			18,060	(18,060)	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	111,076	(18,060)	17,084
				Staff Wages & Benefits					
				Salaries, Wages & Earnings					
				Staff - Museum	6,000	6,000	2,932	0	3,068
				Salaries & Wages	189,757	189,757	179,847	0	9,910
				Payroll Only (Public Safety)	308,614	308,614	307,308	0	1,306
				Total Salaries, Wages & Earnings	504,371	504,371	490,087	0	14,284
				Payroll Burden					
				Health/Life Disability Ins	113,025	113,025	101,469	0	11,556

Attachment: 08-06-2012 TR (1090 : Treasurer's Report)

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

EXPENDITURES

				06/30/2012	Approved Budget	Complete Allocation	Adj Actual	Over Budget	Under Budget
				Employer Payroll Taxes	41,436	41,436	48,038	(6,602)	0
				Payroll Processing Fees	2,950	2,950	2,154	0	796
				Retirement Contributions	36,057	36,057	35,594	0	463
				Total Payroll Burden	193,468	193,468	187,256	(6,602)	12,815
				Total Staff Wages & Benefits	697,839	697,839	677,343	(6,602)	27,099
				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	3,935	0	1,065
				Communications					
				Sprint/Nextel Communications	1,900	1,900	2,184	(284)	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	7,465	(284)	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	1,447	0	228
				Total Utilities	5,300	5,300	4,704	0	596
				Total 14710 Washington St (Police Dp)	21,375	21,375	16,198	(284)	5,461
				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	1,144	0	2,356
				Cleaning	3,000	3,000	4,225	(1,225)	0
				Gen'l Obligation Bonds	97,353	97,353	97,353	0	0
				Internet & Website	2,500	2,500	11,817	(9,317)	0
				Pest Control	750	750	0	0	750
				Utilities					
				Electric	9,500	9,500	9,428	0	72
				Long Distance	1,000	1,000	768	0	232
				Telephone	1,000	1,000	1,681	(681)	0
				Water	4,000	4,000	3,194	0	806
				Total Utilities	15,500	15,500	15,071	(681)	1,110
				Total 15000 Washington St. (T.H.B)	122,603	122,603	129,609	(11,222)	4,216
				15000 Washington St (Tenants)					

Attachment: 08-06-2012 TR (1090 : Treasurer's Report)

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

EXPENDITURES

				06/30/2012	Approved Budget	Complete Allocation	Adj Actual	Over Budget	Under Budget
				Cleaning	3,000	3,000	5,780	(2,780)	0
				Building Repairs			22,459	(22,459)	0
				Leasehold Real Estate Tax	900	900	1,765	(865)	0
				Pest Control	600	600	290	0	310
				Utilities					
				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	32,925	(26,285)	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	548	0	1,953
				Repairs/Painting Exterior		15,000	15,000	0	0
				Utilities					
				Communications	2,500	2,500	2,335	0	165
				Electric	450	450	312	0	138
				Gas	1,000	1,000	818	0	182
				Water/Sewer	205	205	172	0	33
				Total Utilities	4,155	4,155	3,637	0	518
				Total 15025 Washington St (Museum)	6,655	21,655	19,185	0	2,470
				Total Town Owned Property	281,930	296,930	314,277	(37,791)	20,444
				Total Expense	2,623,453	3,123,453	2,078,974	(189,040)	1,233,519
				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)	403,195		
							0		

Attachment: 08-06-2012 TR (1090 : Treasurer's Report)



TO: MAYOR AND TOWN COUNCIL
 FROM: GENE SWEARINGEN
 SUBJECT: Town Manager's Report
 DATE: 08/06/12

Absentee Voting (In-Person)

The Town Hall will be host to in-person absentee voting for our area. Please see the schedule attached.

Haymarket Pedestrian Improvements Request for Proposal

Attached is the Request for Proposal (RFP) for the Pedestrian Improvements Project (Connelly money) prepared by staff. VDOT has reviewed it and has no comments other than it is still determining the Disadvantaged Business Enterprise (DBE) goals.

I request that Town Council direct the release of the RFP after VDOT establishes the DBE goals.

Streetscape - Utility Relocations Update

Dominion Virginia Power has completed their relocations. Verizon has completed most of their relocations, but was called off of all road projects to handle storm damage. They should be resuming work on road projects soon, but they are now backed up in their work. The anticipated date of completion for the Verizon relocations is by the Notice to Proceed for the contractor to begin work. Columbia Gas is in the process of relocations and anticipates being complete by 8/10/12.

Streetscape - Funding Update

The engineer's estimate came in significantly higher than anticipated. This is due to a higher than anticipated amount that VDOT is requiring to be included for the estimated costs for construction inspection & testing, construction management and VDOT oversight. In addition, the estimate that we had been using did not account for the purchase of streetlights, assuming that they would be donated/provided by the Town as happened in the Phase 2 project. This has been corrected in the current estimate.

As a result, the total project estimate, including preliminary engineering, right-of-way and utilities, and construction stands at \$2,593,720. The total Town responsibility is \$874,539, of which \$92,888 has already been paid. This leaves a balance of \$781,651 left for the Town to pay.

There is currently \$595,952 in reserve for the Town's responsibility on this project. This leaves a balance of \$185,699 that will need to be funded from the General Fund by the end of construction in December 2013.

In order to defray some of these expenses, the Town will also apply for grants in the next round of grant funding. According to Ray Burkhardt, VDOT Project Manager, projects that are requesting grants in order

to complete projects that are under-funded are treated favorably.

Part-time Administrative Assistant

Museum

Nursing Facilities - Western Prince William County

ATTACHMENTS:

- Schedule of In Person Absentee Voting (PDF)
- UPC 97735 - Haymarket Pedestrian Improvements (PDF)
- 08-2012 Draft letter supporting nursing facility(PDF)
- City of Manassas letter supporting nursing facility (PDF)

In Person Absentee Ballot Voting

Haymarket Town Hall
15000 Washington Street, Suite 100
Haymarket, Virginia 20169

SCHEDULE

Day	Date	Start Time	End Time
Saturday	October 20, 2012	9:00 am	5:00 pm
Monday	October 22, 2012	1:00 pm	5:00 pm
Tuesday	October 23, 2012	1:00 pm	5:00 pm
Wednesday	October 24, 2012	1:00 pm	5:00 pm
Thursday	October 25, 2012	1:00 pm	7:00 pm
Friday	October 26, 2012	1:00 pm	5:00 pm
Saturday	October 27, 2012	9:00 am	5:00 pm
Monday	October 29, 2012	1:00 pm	5:00 pm
Tuesday	October 30, 2012	1:00 pm	5:00 pm
Wednesday	October 31, 2012	1:00 pm	5:00 pm
Thursday	November 1, 2012	1:00 pm	7:00 pm
Friday	November 2, 2012	1:00 pm	5:00 pm
Saturday	November 3, 2012	9:00 am	5:00 pm

The Code of Virginia authorizes the following registered voters to vote by absentee ballot in any election in which they are qualified to vote:

- Any person who, in the regular and orderly course of his business, profession, or occupation or while on personal business or vacation, will be absent from the county or city in which he is entitled to vote;
- Any person who is (i) a member of a uniformed service of the United States, as defined in 42 U.S.C. § 1973ff-6(7), on active duty, or (ii) a member of the merchant marine of the United States, or (iii) who temporarily resides outside of the United States, or (iv) the spouse or dependent residing with any person listed in (i), (ii), or (iii), and who will be absent on the day of the election from the county or city in which he is entitled to vote. See [Absentee Voting Procedures for Overseas Personnel \(Military & Non-Military\)](#)
- Any student attending a school or institution of learning, or his spouse, who will be absent on the day of election from the county or city in which he is entitled to vote;
- Any person who is unable to go in person to the polls on the day of election because of a disability, illness or pregnancy;
- Any person who is confined while awaiting trial or for having been convicted of a misdemeanor, provided that the trial or release date is scheduled on or after the third day preceding the election. Any person who is awaiting trial and is a resident of the county or city where he is confined shall, on his request, be taken to the polls to vote on election day if his trial date is postponed and he did not have an opportunity to vote absentee;
- Any person who is a member of an electoral board, registrar, officer of election, or custodian of voting equipment;
- Any person serving as a designated representative of a political party, independent candidate or candidate in a political party;
- Any duly registered person who is unable to go in person to the polls on the day of the election because he is primarily and personally responsible for the care of an ill or disabled family member who is confined at home; or
- Any duly registered person who is unable to go in person to the polls on the day of the election because of an obligation occasioned by his religion.
- Any person who, in the regular and orderly course of his business, profession, or occupation, will be at his place of work and commuting to and from his home to his place of work for eleven or more hours of the thirteen that the polls are open (6:00 AM to 7:00 PM).
- Certain first responders who meet code definitions for law-enforcement officers, firefighters, search and rescue personnel and emergency medical services personnel.
- Any registered and qualified voter may request a mail ballot for presidential and vice-presidential electors only by writing across the top of their absentee application "request ballot for presidential electors only." A voter who votes a "presidential only" ballot may not later decide to vote the rest of the ballot. The same procedures and deadlines apply as for other absentee applications and ballots.

New registrants who submitted their voter registration applications by mail must vote in person (either in-person absentee or at the polls on election day) unless the voter is a full time college student, absent active duty military, residing overseas, physically handicapped, age 65 or over (however, they must also list a qualifying reason for voting absentee, as age itself does not qualify a voter for an absentee ballot), or voting a "presidential only" ballot.

**DRAFT
ADVERTISEMENT
TOWN OF HAYMARKET, VIRGINIA**

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

The Town of Haymarket is requesting proposals from qualified Architectural and Engineering firms with experience in pedestrian facilities for the development of construction plans for the Pedestrian Improvements Project in the Town of Haymarket and for the professional management during construction.

Proposals must be received in the Haymarket Town Hall by _____. All proposals should be addressed to Gene Swearingen, Town Manager, Town of Haymarket, P.O. Box 1230, Haymarket, Virginia 20168. (packages sent by UPS or FedEx should be addressed to 15000 Washington Street, Suite 100, Haymarket, Virginia 20168 in lieu of the Post Office box).

A copy of the request for professional services may be obtained at the Haymarket Town Hall, P.O. Box 1230, Haymarket, Virginia 20168 or physical address 15000 Washington Street, Suite 100, Haymarket, Virginia 20168 during normal business hours.

All inquiries and questions should be directed to Gene Swearingen, Town Manager. Telephone number (703) 753-2600 or email gswearingen@townofhaymarket.org.

The Town reserves the right to reject any or all proposals, to waive any informality or irregularity in the proposals received and to accept a proposal which is deemed to be in the best interest of the Town of Haymarket. Requirements for AA/EEO and DBE Provisions.

1.0 General Background

The Town of Haymarket was known as the “Crossroads” in the 1700’s, and now, during the transition into the technological era of the 21st century, Haymarket is more important to local commerce than ever. Haymarket is located near the first foothills of the Blue Ridge Mountains, is a stone’s throw from the beautiful rolling farms of the Virginia “horse country” to the west, minutes from Manassas and it’s battlefields to the east and less than an hour from Washington, DC.

In order to promote pedestrian movement, a \$500,000 Federal Transportation Earmark has been granted to the Town of Haymarket for Pedestrian Improvements, sponsored by Congressman Gerry Connolly. As a condition of accepting the federal funds, the Town has entered into an agreement with the Virginia Department of Transportation (VDOT). This agreement specifies that the Town will administer the project in accordance with guidelines applicable to Locally Administered Projects as published by VDOT and the project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials (AASHTO) standards and supplementary VDOT standards.

2.0 Special Terms and Conditions

2.1 Intent

It is the purpose and intent of this Request for Proposal (RFP) to solicit and obtain proposals for Architectural and Engineering Design A/E services for the development of construction plans for the Pedestrian Improvements Project in the Town of Haymarket and for the professional management during construction.

2.2 Deadline

Two copies of the proposal marked “Town of Haymarket Pedestrian Improvements” shall be submitted to Gene Swearingen, Town Manager, Town of Haymarket, P.O. Box 1230, Haymarket, Virginia 20168 (packages sent by UPS or FedEx should be addressed to 15000 Washington Street, Suite 100, Haymarket, Virginia 20168) by no later than 4:30 P.M. _____. Any proposals received after the deadline will not be accepted for consideration. Faxed or emailed proposals will not be accepted.

2.3 Scope of Work

The selected firm shall provide the Town with full professional A/E services for the design, R/W acquisition (if needed), preparation of all contract bid documents and professional management during construction. All services shall be in accordance with AASHTO and VDOT standards, and the VDOT Locally Administered Projects Manual. Architectural and Engineering Tasks will include, but not be limited to, the following:

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

Task 2 - Stamped Asphalt Crosswalks

A. Replace existing brick crosswalks with stamped asphalt crosswalks and provide missing stamped asphalt crosswalk at the intersection of Washington Street and Jefferson Street.

B. Provide missing stamped asphalt crosswalks at the intersection of Washington Street and Fayette Street.

Task 3 - Any additional miscellaneous pedestrian improvements permitted by available funding.

The Town will expect routine reviews during the design stage.

2.4 Questions

All questions shall be addressed to Gene Swearingen, Town Manager, Town of Haymarket, P.O. Box 1230, Haymarket, Virginia 20168. Telephone number (703) 753-2600 or email gswearingen@townofhaymarket.org.

3.0 Request for Proposal Specifications

All proposals must contain the following information:

- 3.1 Understanding of the scope of work.
- 3.2 Proposed method of accomplishing the scope of work.
- 3.3 Proposed timeline for accomplishing the scope of work.
- 3.4 Resumes of all key personnel assigned to the project.
- 3.5 Experience on similar projects with similar size governments.

4.0 Selection Criteria

The criteria for selection are listed below:

- 4.1 Qualifications and proven experience in similar design work.
- 4.2 Understanding of the scope of the project.
- 4.3 Level of staff time available for this project, including that of support staff.
- 4.4 Identification and expertise of project team.
- 4.5 Recommendations from references from other local governments.
- 4.6 Proposed schedule for completion of work.

5.0 Contractual Information

The Contract will be established through the competitive negotiation process for professional services described in the Brooks Act and Virginia Procurement Act. The Selection Committee will select a short list of respondents to interview, and after such interviews, the respondents will be ranked according to the criteria established by the Selection Committee. Fee and contract negotiations will then be conducted with the highest ranked respondent. In the event that an agreement is not reached with the highest ranked respondent, then the Selection Committee may contact the second ranked respondent, but only after formally stopping discussions with the first.

6.0 Required Forms

The attached forms, as listed below, must be included in all responses.

- 6.1 Required Contract Provisions Federal-Aid Construction Contracts Form
FWHA-1273
- 6.2 Race-Neutral DBE Goal
- 6.3 Notice of Requirement for Affirmative Action to Ensure Equal Employment
Opportunity (Executive Order 11246) Form SF030AF-0708
- 6.4 Nondiscrimination Provision
- 6.5 Firm Data Sheet

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

RACE-NEUTRAL DBE GOAL

It is the policy of the Virginia Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of federally funded consultant contracts. A list of Virginia Department of Minority Business Enterprise certified DBE firms is maintained on their web site (<http://www.dmb.e.state.va.us/>) under the **VDOT DBE Directory** link. Consultants are encouraged to take all necessary and reasonable steps to ensure that DBEs have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider DBEs as potential subcontractors. The consultant is encouraged to contact DBEs to solicit their interest, capability and qualifications. Any agreement between a consultant and a DBE whereby the DBE promises not to provide services to other consultants is prohibited.

The DBE contract goal for this procurement is 0 %; however, the Department feels that these services support 10% DBE participation.

49 CFR Part 26 requires VDOT to collect certain data about firms attempting to participate in VDOT contracts.

If a DBE is not certified, the DBE must become certified with the Virginia Department of Minority Business Enterprise prior to the consultant's response being submitted. If a DBE is the prime consultant, the firm will receive full credit for planned involvement of their own forces, as well as the work that they commit to be performed by DBE subcontractors. DBE prime consultants are encouraged to make the same outreach efforts as other consultants. DBE credit will be awarded only for work actually being performed by themselves and their subcontractors only if the subcontractors are DBEs. A DBE must perform or exercise responsibility for at least 30% of the total cost of its contract with its own force.

DBE certification entitles consultants to participate in VDOT's DBE program. However, this certification does not guarantee that the firm will obtain VDOT work nor does it attest to the firm's abilities to perform any particular work.

SF030AF-0708

Reissued July 2008

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals for female and minority participation, expressed in percentage terms of the Contractor's aggregate work force in each trade on all construction works in the covered area, are as follows:

Females- 6.9%

Minorities - See Attachment "A"

The goals are applicable to all the Contractor's construction work performed in the covered area, whether or not it is Federal or federally assisted. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications, set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established herein. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executives Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days the award of any construction subcontract in excess of \$10,000 at any tier for construction works under this contract. The notification shall list the name, address and telephone number of the subcontractor, employer identification number, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract and the geographical area in which the contract is to be performed.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

1. As, used in this provision:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;
 - d. "Minority" includes:

Attachment: UPC 97735 - Haymarket Pedestrian Improvements (1085 : Town Manager's Report)

- (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation.
 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors and Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
 6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
 7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, shall assign two or more women to each construction project. The Contractor shall specifically ensure that all foreman, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper or annual report; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents and General Foremen prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including in any news media advertisement that the Contractor is "An Equal Opportunity Employer" for minority and female, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Directs its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by

- recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of Contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for such opportunities through appropriate training or other means.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated, except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
 9. Goals for women have been established. However, the Contractor IS required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner, that is even though the Contractor has achieved its goals for women, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or nation origin.
 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13. The Contractor, in fulfilling its obligations under these specifications shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director will proceed in accordance with 41 CFR 60-4.8.
- 14. The Contractor shall designate and make known to the Department a responsible official as the EEO Officer to monitor all employment related activity, to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors will not be required to maintain separate records.
- 15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

ATTACHMENT A

<u>Economic Area</u>	<u>Goal (Percent)</u>
Virginia:	
021 Roanoke-Lynchburg, VA	
SMSA Counties:	
4640 Lynchburg, VA	19.3
VA Amherst; VA Appomattox; VA Campbell; VA Lynchburg	
6800 Roanoke, VA	10.2
VA Botetourt; VA Craig; VA Roanoke; VA Roanoke City; VA Salem	
Non-SMSA Counties	12.0
VA Alleghany; VA Augusta; VA Bath; VA Bedford; VA Bland; VA Carroll;	
VA Floyd; VA Franklin; VA Giles; VA Grayson; VA Henry; VA Highland;	
VA Montgomery; VA Nelson; VA Patrick; VA Pittsylvania; VA Pulaski;	
VA Rockbridge; VA Rockingham; VA Wythe; VA Bedford City; VA Buena	
Vista:	
VA Clifton Forge; VA Covington; VA Danville; VA Galax; VA Harrisonburg;	
VA Lexington; VA Martinsville; VA Radford; VA Staunton; VA Waynesboro;	
WV Pendleton.	
022 Richmond, VA	
SMSA Counties:	
6140 Petersburg - Colonial Heights - Hopewell, VA	30.6
VA Dinwiddie; VA Prince George; VA Colonial Heights; VA Hopewell;	
VA Petersburg.	
6760 Richmond, VA	24.9

Attachment: UPC 97735 - Haymarket Pedestrian Improvements (1085 : Town Manager's Report)

	VA Charles City; VA Chesterfield; VA Goochland, VA Hanover; VA Henrico; VA New Kent; VA Powhatan; VA Richmond.	
	Non-SMSA Counties	27.9
	VA Albemarle; VA Amelia; VA Brunswick; VA Buckingham, VA Caroline; VA Charlotte; VA Cumberland; VA Essex; VA Fluvanna; VA Greene; VA Greensville; VA Halifax; VA King and Queen; VA King William; VA Lancaster; VA Louisa; VA Lunenburg; VA Madison; VA Mecklenburg; VA Northumberland; VA Nottoway; VA Orange; VA Prince Edward; VA Richmond VA Sussex; VA Charlottesville; VA Emporia; VA South Boston	
023	Norfolk - Virginia Beach - Newport News VA:	
	SMSA Counties:	
	5680 Newport News- Hampton, VA	27.1
	VA Gloucester; VA James City; VA York; VA Hampton; VA Newport News; VA Williamsburg.	
	5720 Norfolk - Virginia Beach - Portsmouth, VA - NC	26.6
	NC Currituck; VA Chesapeake; VA Norfolk; VA Portsmouth; VA Suffolk; VA Virginia Beach.	
	Non-SMSA Counties	29.7
	NC Bertie; NC Camden; NC Chowan; NC Gates; NC Hertford; NC Pasquotank; NC Perquimans; VA Isle of Wight; VA Matthews; VA Middlesex; VA Southampton; VA Surry; VA Franklin.	
Washington, DC:		
020	Washington, DC.	
	SMSA Counties:	
	8840 Washington, DC - MD - VA	28.0
	DC District of Columbia; MD Charles; MD Montgomery MD Prince Georges; VA Arlington; VA Fairfax; VA Loudoun; VA Prince William VA Alexandria; VA Fairfax City; VA Falls Church.	
	Non- SMSA Counties	25.2
	MD Calvert; MD Frederick; MD St. Marys; MD Washington; VA Clarke; VA Culpeper; VA Fauquier; VA Frederick; VA King George; VA Page; VA Rappahannock; VA Shenandoah; VA Spotsylvania; VA Stafford; VA Warren; VA Westmoreland; VA Fredericksburg; VA Winchester WV Berkeley; WV Grant; WV Hampshire; WV Hardy; WV Jefferson; WV Morgan.	
Tennessee:		
052	Johnson City - Kingsport - Bristol, TN - VA	
	SMSA Counties:	
	3630 Johnson City - Kingsport -Bristol, TN-VA	2.6
	TN Carter; TN Hawkins; TN Sullivan; TN Washington; VA Scott: VA Washington; VA Bristol.	
	Non-SMSA Counties	3.2
	TN Greene; TN Johnson; VA Buchanan; VA Dickenson; VA Lee; VA Russell; VA Smyth; VA Tazewell; VA Wise; VA Norton; WV McDowell; WV Mercer.	
Maryland:		
019	Baltimore MD	
	Non-SMSA Counties	23.6
	MD Caroline; MD Dorchester; MD Kent; MD Queen Annes; MD Somerset; MD Talbot; MD Wicomico; MD Worchester; VA Accomack; VA Northampton.	

Attachment: UPC 97735 - Haymarket Pedestrian Improvements (1085 : Town Manager's Report)

Nondiscrimination Provision

Federally Funded Projects

Construction contractors and consultants agree to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e). Title VI of the Civil Rights Act of 1964 declares it to be the policy of the United States that discrimination on the grounds of race, color, or national origin shall not occur in connection with programs and activities receiving Federal financial assistance and authorizes and directs the appropriate Federal departments, agencies, and subrecipients to take action to carry out this policy. Title VII of the Civil Rights Act prohibits discrimination against any employee or applicant for employment on the basis of race, religion, color, sex or national origin for employers with 15 or more employees. The contractor/consultant further agrees to abide by Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Order No. 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60), which prohibits discrimination on the basis of age and FHWA 1273 required contract provisions for federal-aid construction projects. 49 CFR Parts 21, 23, 26, and 27, and 23 CFR Parts 200, 230, and 633 are incorporated by reference in all contracts and subcontracts funded in whole or in part with federal funds. The contractor/consultant shall comply with the Americans with Disabilities Act (ADA), and with the provisions of the Virginians with Disabilities Act, Sections 51.5-40 through 51.5-46 of the Code of Virginia, as amended, the terms of which are incorporated herein by reference.

FIRM DATA SHEET

Funding:___ (S=State F=Federal)

ProjectNo.:_____

Division:_____

EOI Due Date:_____

The prime consultant is responsible for submitting the information requested below on all firms on the project team, both prime and all subconsultants. All firms are to be reported on one combined sheet unless the number of firms requires the use of an additional sheet. Failure to submit all of the required data will result in the Expression of Interest not being considered.

Firm's Name and Address	Firm's DBE/SWAM Status *	Firm's Age	Firm's Annual Gross Receipts

* YD = DBE Firm Certified by DMBE

N = DBE/SWAM Firm Not Certified by DMBE

YS = SWAM Firm Certified by DMBE.

NA = Firm Not Claiming DBE/SWAM Status

Indicate whether small, woman-owned, or small business.

DMBE is the Virginia Department of Minority Business Enterprise

Attachment: UPC 97735 - Haymarket Pedestrian Improvements (1085 : Town Manager's Report)

August 6, 2012

Prince William H & R Re, L.P.
C/o Bruce H. Hedrick
Medical Facilities of America
2917 Penn Forest Boulevard
P. O.Box 29600
Roanoke, VA 24018

Re: Certificate of Public Need for a new nursing home in western Prince William County proposed by Prince William H & R Re, L.P.

Dear Mr. Hedrick:

I am writing in support of providing additional nursing home beds in western Prince William County. The closest nursing facility to Haymarket, Gainesville Health and Rehabilitation Center, maintains a high occupancy which demonstrates the need for more bed capacity in this community. Improved public access to skilled nursing care services can only be achieved with the addition of this new facility. As our elderly population continues to grow here in the Town of Haymarket, and throughout the County, more services will be needed to take of their future health care needs.

Sincerely,

Mayor David M. Leake



CITY OF MANASSAS VIRGINIA

Office of the Mayor
9027 Center Street
Manassas, VA 20110

Telephone: 703/257-8213
Facsimile: 703/365-2060

MAYOR
Harry J. Parrish II

CITY COUNCIL
Andrew L. Harrover, V. Mayor
Marc T. Aveni
Sheryl L. Bass
J. Steven Randolph
Jonathan L. Way
Mark D. Wolfe

CITY MANAGER
John A. Budesky

CITY CLERK
Andrea P. Madden

May 17, 2012

Prince William H & R Re, L. P.
Attention: Bruce Hedrick
Medical Facilities of America, Incorporated
2917 Penn Forest Boulevard
Post Office Box 29600
Roanoke, Virginia 24018

Re: New nursing home beds in Prince William County

Dear Mr. Hedrick:

Please accept this letter of support for bringing additional nursing home beds to Prince William County. As our elderly population continues to grow, a new, state-of-the-art nursing home will be needed to better serve the increasing health care needs of our aging population.

Thank you.

Sincerely,

Harry J. Parrish II
Mayor





TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: Planning Commission Vacancies
DATE: 08/06/12

The Haymarket Planning Commission currently has two vacant seats. The first of the two terms was being served by Sheila Jarboe; that term ended on June 30, 2012. The second term was vacated by Rebecca Bare, who now serves at the Town Council liaison to the Planning Commission and her new term corresponds with her term on Council; that term runs from July 1, 2010 to June 30, 2013.

Two residents have expressed interest in serving on the Planning Commission, Ralph Ring and Chad Dinan. Please see their correspondence with the Town attached.

It is recommended that the Town Council appoint Ralph Ring & Chad Dinan to the following respective terms:

07/01/2012 - 06/30/2016
07/10/2010 - 06/30/2013 for the unexpired term

ATTACHMENTS:

- Dinan interest PC 2012 (PDF)
- Ring interest PC 2012 (PDF)

From: [Brenda Dinan](#)
To: [Jennifer Preli](#)
Subject: Please help
Date: Saturday, July 07, 2012 7:49:41 PM

Mrs. Preli,

Chad Dinan is interested in being on the Planning Commission. His information is as follows:

Chad Dinan
6848 Jockey Club Lane
Haymarket, Va 20169

703-473-7212

I am interested in being on the Architectural Review Board. My information is as follows:

Brenda Dinan
6848 Jockey Club Lane
Haymarket, Va 20169

703-473-7213

Can you please let me know that you have received this e-mail. Also forward any information on meetings that we need to attend to see if we are appointed.

Thank you,
Brenda Dinan

From: [RingFamily](#)
To: [Jennifer Preli](#)
Subject: Re: Updates from the Town
Date: Saturday, July 07, 2012 1:24:12 PM

Jen-

Just to make sure I applied for the PC opening at the appropriate time:

My family has lived here since 1996; I have a sixteen year investment in Haymarket. I've seen the impact that various residential and commercial developments have had on the landscape and character of the Town. I care about the future of my home, and I'd like to make a contribution.

I've been active in the community over the years. I have participated in many town meetings during this time. I was a member of my community's ARC for several years, drafting policies and procedures. At my own expense, I've taken courses from CAI and NOVA regarding the legal ramifications of the homeowner's governing documents. I've also been involved in charitable work, including awarding scholarships and managing blood donations. My professional career has given me experience with contract negotiations, budgets, human capital allocation and vendor management.

Sincerely,

Ralph Ring

14920 Greenhill Crossing Dr

Haymarket, Va 20169

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

From: [Jennifer Preli](#)
Sent: Friday, July 06, 2012 3:37 PM
Subject: Updates from the Town

Have a great weekend!

Attachment: Ring interest PC 2012 (1075 : Planning Commission Vacancies)



TO: MAYOR AND TOWN COUNCIL
 FROM: GENE SWEARINGEN
 SUBJECT: Architectural Review Board Vacancies
 DATE: 08/06/12

The Haymarket Architectural Review Board (ARB) currently has up to three vacant seats. ARB appointments are for a term of three years, per Haymarket Town Code:

a)

For the purpose of making effective the provisions of this article, an architectural review board is established. The board shall consist of up to seven members, but not less than five, appointed by the town council, and shall be legal residents of the town. Where qualified and acceptable candidates are available, one member of the board shall be a licensed professional engineer, architect or land surveyor; one board member will be appointed from the town council and one from the planning commission; one member should be a person with knowledge of local real estate conditions, and one member should be appointed primarily on the basis of a knowledge and demonstrated interest in the historical heritage of the town.

(B)

The term of office of the members shall be for three years, except that the term of the council member and planning commission member shall correspond to their official tenure of office. Any appointed member of the board may be removed from office by the council, after public hearing, for inefficiency, neglect of duty, malfeasance or other just cause, after charges have been made in writing. Appointments to fill vacancies shall be only for the unexpired portion of the term. Members may be reappointed to succeed themselves.

(Ord. Of 1-3-1994)

Three residents have expressed interest in serving on the ARB, Brenda Dinan; Sheila Jarboe; and Pamela Swinford. Please see their correspondence with the Town, attached.

It is recommended that the Town Council appoint Brenda Dinan, Sheila Jarboe, and Pamela Swinford to the following respective terms:

Architectural Review Board

Ivancic	07/19/2010 - 06/30/2014
Harnest (Council Liaison)	01/19/2011 - 06/30/2012
Vacant	07/01/2012 - 06/30/2015
Luersen	07/06/2011 - 07/5/2014
Parham	Professional Advisor (AIA)
Vacant	
Vacant	

ATTACHMENTS:

- Dinan interest ARB 2012 (PDF)
- Jarboe interest ARB 2012 (PDF)
- Swinford Interest ARB 2012 (PDF)

From: [Brenda Dinan](#)
To: [Jennifer Preli](#)
Subject: Please help
Date: Saturday, July 07, 2012 7:49:41 PM

Mrs. Preli,

Chad Dinan is interested in being on the Planning Commission. His information is as follows:

Chad Dinan
6848 Jockey Club Lane
Haymarket, Va 20169

703-473-7212

I am interested in being on the Architectural Review Board. My information is as follows:

Brenda Dinan
6848 Jockey Club Lane
Haymarket, Va 20169

703-473-7213

Can you please let me know that you have received this e-mail. Also forward any information on meetings that we need to attend to see if we are appointed.

Thank you,
Brenda Dinan

Attachment: Dinan interest ARB 2012 (1076 : Architectural Review Board Vacancies)

From: [SHEILA JARBOE](#)
To: [Jennifer Preli](#)
Subject: ARB Appointment
Date: Thursday, July 26, 2012 8:43:38 AM

Jennifer,

Please consider this email as my interest to serve the ARB as a member.

I have filled many positions within the town including.....serving on the Town Council for six years, appointed to the PC as an interim member, served on the Haymarket Historical Commission as a member and treasurer and I was a member and president of the Haymarket Historic Foundation. I bring both experience and knowledge of Haymarket and the surrounding community and will fulfill the duties as assigned.

Haymarket is a small community with an enriched history dating back to the town's incorporation. The residents are proud of our small town atmosphere while the surrounding area continues to grow. The ARB plays an important role in the development and design of Haymarket. I would be proud to serve on the ARB.

Thank you for your consideration to appoint me to the ARB.

Sincerely,
Sheila

Sheila Jarboe
s_chiefwatch@msn.com
703-754-8338 (home)
703-537-4845 (office - direct #)

From: [Pamela Swinford](#)
To: [Jennifer Preli](#)
Subject: Appointment to the Architectural Review Board
Date: Tuesday, June 05, 2012 10:11:36 PM

Ms. Preli-

I would like to express my interest in again serving on the Architectural Review Board for the Town of Haymarket. It is my understanding that my current term expires in June 2012. Please let me know what the next step would be in renewing the term.

Thank You-

Pam Swinford



TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: Appointment of Tax Collector
DATE: 08/06/12

Under the current staffing arrangement, none of the Town employees has been officially designated as the collections agent for delinquent accounts.

BACKGROUND

Usually the Treasurer of a government entity is empowered to take all necessary actions to collect delinquent taxes. The Town does not have a treasurer and under our current assignment of duties the job of collections is handled by the Deputy Clerk, Sherrie Wilson.

Without a designated Tax Collector, the Town lacks the authority to levy tax liens or take other steps to collect delinquent taxes. Training for the tax collection duties will be provided to our Deputy Clerk.

RECOMMENDATION

It is recommended that the Town Council authorize the Deputy Town Clerk, Sherrie Wilson as the tax collector to enable her to enforce all collection activities.

The form of the motion would be:

Either:

"I move that the Town of Haymarket Town Council authorize and appoint Sherrie Wilson as the tax collector for enforcement, collection, refunds, remedies, and review of Town of Haymarket taxes."

Or:

Another suggested motion.



TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: Zoning Permits
DATE: 08/06/12

14950 Washington Street - Insurance Company Permit Number ZP20120620

14945 Washington Street- Hiring Center Permit Number ZP20120627

6719 Leaberry Way - Bank - Permit Number ZP20120629

The form of the motion would be:

1. I move that the Town Council approve Zoning Permit #20120620 for an insurance company use to be located at 14950 Washington Street, Suite 104, in accordance with Section 58-177(9) of the Town Code.

I further move that the Town Council approve Zoning Permit #20120627 for a hiring center use to be located at 14945 Washington Street, in accordance with Section 58-177(9) of the Town Code.

I further move that the Town Council approve Zoning Permit #20120629 for a bank use to be located at 6719 Leaberry Way, in accordance with Section 58-381(a) of the Town Code.

OR,

2. I move an alternate motion.

ATTACHMENTS:

- ZP20120620 Stover Insurance (PDF)
- ZP20120627 Walmart Hiring Center (PDF)
- Zp20120629 Sona Bank (PDF)

The Town of HAYMARKET

Established in 1799

ZONING PERMIT #: ZP20120620

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

NAME OF BUSINESS/APPLICANT: Stover Insurance Agency Inc & Housefax.com LLC

PROPOSED USE: Insurance Size (Sq. Ft./Length) of Construction: 800 ft

SITE ADDRESS: 14950 Washington St Ste 104 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.)
Insurance Agency - RELOCATING FROM 1611 Jefferson St Ste 110 to 14950 WASHINGTON ST STE 104

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

FEE: \$25.00 Residential \$50.00 Commercial



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

58-177(9)

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

PERMIT HOLDER INFORMATION		PROPERTY OWNER INFORMATION	
<u>Stover Insurance Agency Inc.</u>		<u>[Signature]</u>	
Name	<u>14950 Washington St Ste 104</u>	Name	<u>PO Box 546</u>
Address	<u>Haymarket, VA 20169</u>	Address	<u>Haymarket VA 20168</u>
City	State	City	State
Zip		Zip	
Phone#	<u>571-261-2700</u>	Phone#	<u>703 754 3900</u>
Email	<u>stover.ins@comcast.net</u>	Email	<u>akennedy@athwacorp.com</u>

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.

Eddie Lehany
Applicant Signature

[Signature]
Property Owner Signature

*****OFFICE USE ONLY*** ZONING PERMIT #: ZP20120620**

Date Filed: _____ Fee Amount: _____ Date Paid: _____

DATE TO ARCHITECTURAL REVIEW BOARD (ARB): _____

APPROVED DISAPPROVED TABLED UNTIL: _____ DEFERRED UNTIL: _____

ARCHITECTURAL REVIEW BOARD CHAIR: _____
SIGNATURE PRINT

CONDITIONS: _____

DATE TO PLANNING COMMISSION: 7/9/2012

APPROVED DISAPPROVED TABLED UNTIL: _____ DEFERRED UNTIL: _____

PLANNING COMMISSION {where required}: *Rebecca Bare* *Rebecca Bare*
SIGNATURE PRINT

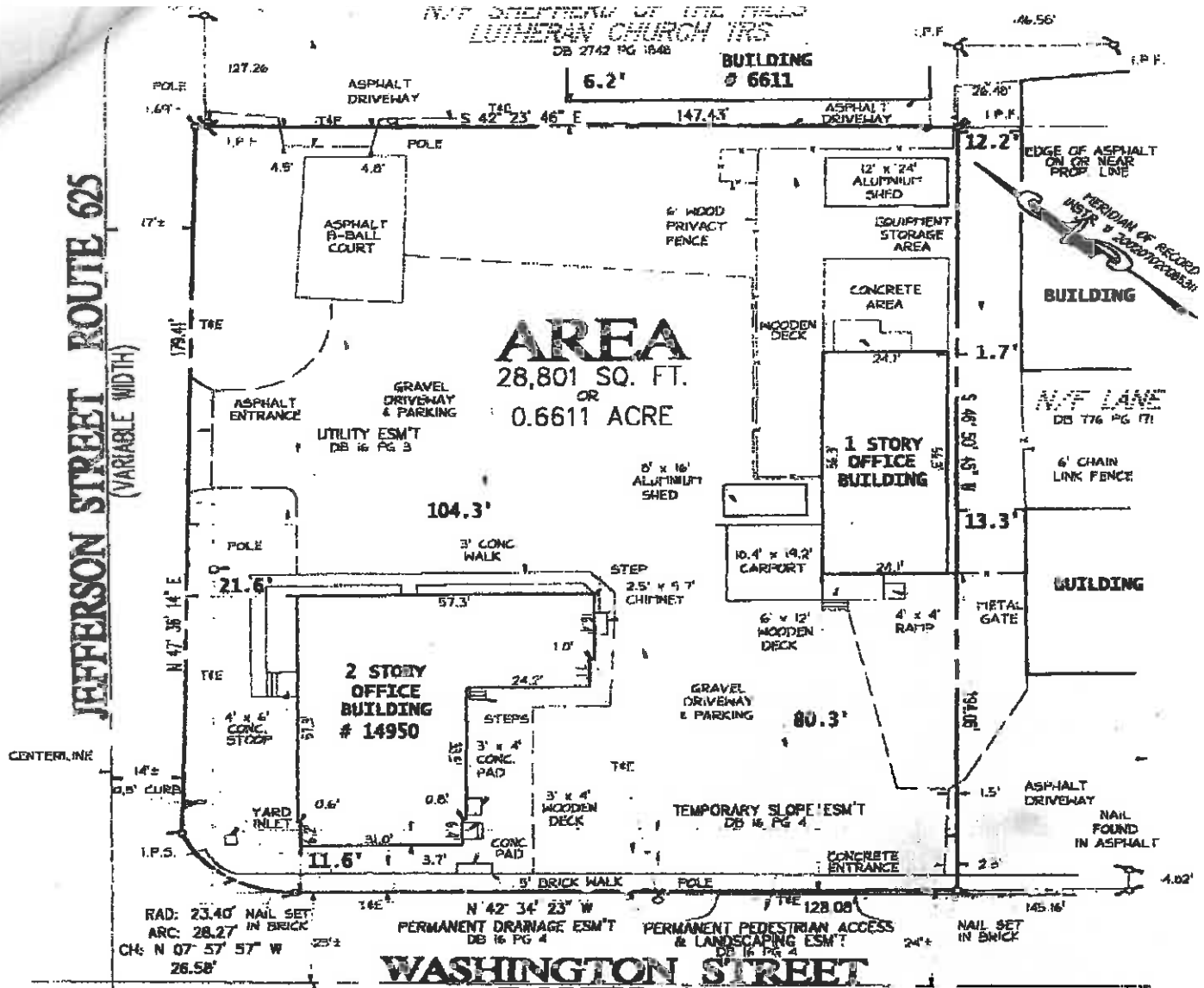
CONDITIONS: 58-177(9)

DATE TO TOWN COUNCIL: 8-6-12

APPROVED DISAPPROVED TABLED UNTIL: _____ DEFERRED UNTIL: _____

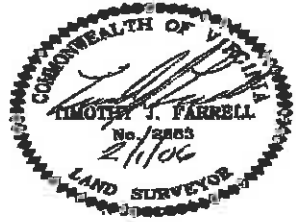
TOWN COUNCIL {where required}: _____
SIGNATURE PRINT

CONDITIONS: _____



- LEGEND:**
- I.P.F. DENOTES IRON PIPE FOUND
 - X- DENOTES FENCE LINE
 - T.E.&C DENOTES OVERHEAD TELEPHONE, ELECTRIC, AND CABLE LINES
 - N/F DENOTES NOW OR FORMERLY
 - I.P.S. DENOTES IRON PIPE SET

- NOTES:**
- 1) THIS PLAT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT THEREFORE NECESSARILY INDICATE ALL ENCUMBRANCES ON THE PROPERTY.
 - 2) THE LOT SHOWN HEREON APPEARS TO PLOT IN FLOOD ZONE "K" AREA DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN, AS SHOWN ON F.E.M.A. MAP# 51153C0059-D EFFECTIVE DATE: JANUARY 5, 1985
 - 3) THIS SURVEY WAS NOT PREPARED FOR CONSTRUCTION PURPOSES (INCLUDING FENCES).
 - 4) LOCATION OF FENCES (IF SHOWN) ARE APPROXIMATE AND DO NOT CERTIFY TO OWNERSHIP.
- THE PROPERTY SHOWN ON THIS PLAT IS LOCATED BY PIN 7298-90-1701



Handwritten signature: Timothy J. Farrell

**PLAT SHOWING IMPROVEMENTS ON THE
ALAN C. GOSSOM AND
YOUNGS BRANCH, L.C.
PROPERTY**
INSTRUMENT # 200207020085311
TOWN OF HAYMARKET
PRINCE WILLIAM COUNTY, VIRGINIA

M.B.H. # M0509006

KENNEDY HAYMARKET PROPERTIES, L.L.C./GOSSOM & YOUNGS BRANCH

B.W. SMITH AND ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYING
MANASSAS, VIRGINIA (703) 368-5866 1(800) 682-0996

FIELD CREW: D. ARMSTRONG
JOB# 20254558
DATE: 2/01/06

DFT: N.M.W.	CHK: S.P.T.	NO TITLE REPORT FURNISHED	SCALE= 1" = 25'
-------------	-------------	---------------------------	-----------------

RECEIVED

JUN 27 2012

TOWN OF HAYMARK



ZONING PERMIT #: ZP20120627

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 New Tenant/Use Change of Use Relocation

NAME OF BUSINESS/APPLICANT: WALMART STORES INC.

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

SITE ADDRESS: 14945 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: 29 Spaces Provided: 29

BRIEF DESCRIPTION OF ACTIVITY: (i.e. previous use, type and dimensions of signs, height/length of fencing, etc.)
WALMART HIRING CENTER
UTILIZED FOR THE HIRING OF WORKFORCE NEEDED TO OCCUPY PERMANENT BUILDING

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

FEE: \$25.00 Residential \$50.00 Commercial

58-177(9)

CERTIFICATE OF APPROPRIATENESS

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

NO CHANGE

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

PERMIT HOLDER INFORMATION			PROPERTY OWNER INFORMATION		
<u>JASON D. MILLER</u>			<u>M/Group Growth I, L.C. et al</u>		
Name			Name		
<u>22 TILGHAM PLACE</u>			<u>c/o P.O. Box 400</u>		
Address			Address		
<u>LOVITTSVILLE</u>	<u>VA</u>	<u>20180</u>	<u>GAINESVILLE</u>	<u>VA</u>	<u>20156</u>
City	State	Zip	City	State	Zip
<u>410 218 9106</u>	<u>JASON.MILLER@COMCAST.NET</u>		<u>703-754-2400</u>	<u>Nov290@AOL.com</u>	
Phone#	Email		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: M. Contrucci]
Property Owner Signature

OFFICE USE ONLY

ZONING PERMIT #: ZP20120627

Date Filed: 6-27-12 Fee Amount: 50.00 Date Paid: 6-27-12

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: 7-9-12

APPROVED DISAPPROVED TABLED UNTIL: _____ DEFERRED UNTIL: _____

PLANNING COMMISSION (where required): [Signature: Releasea Bone] [Signature: Rehana Par...
SIGNATURE PRINT

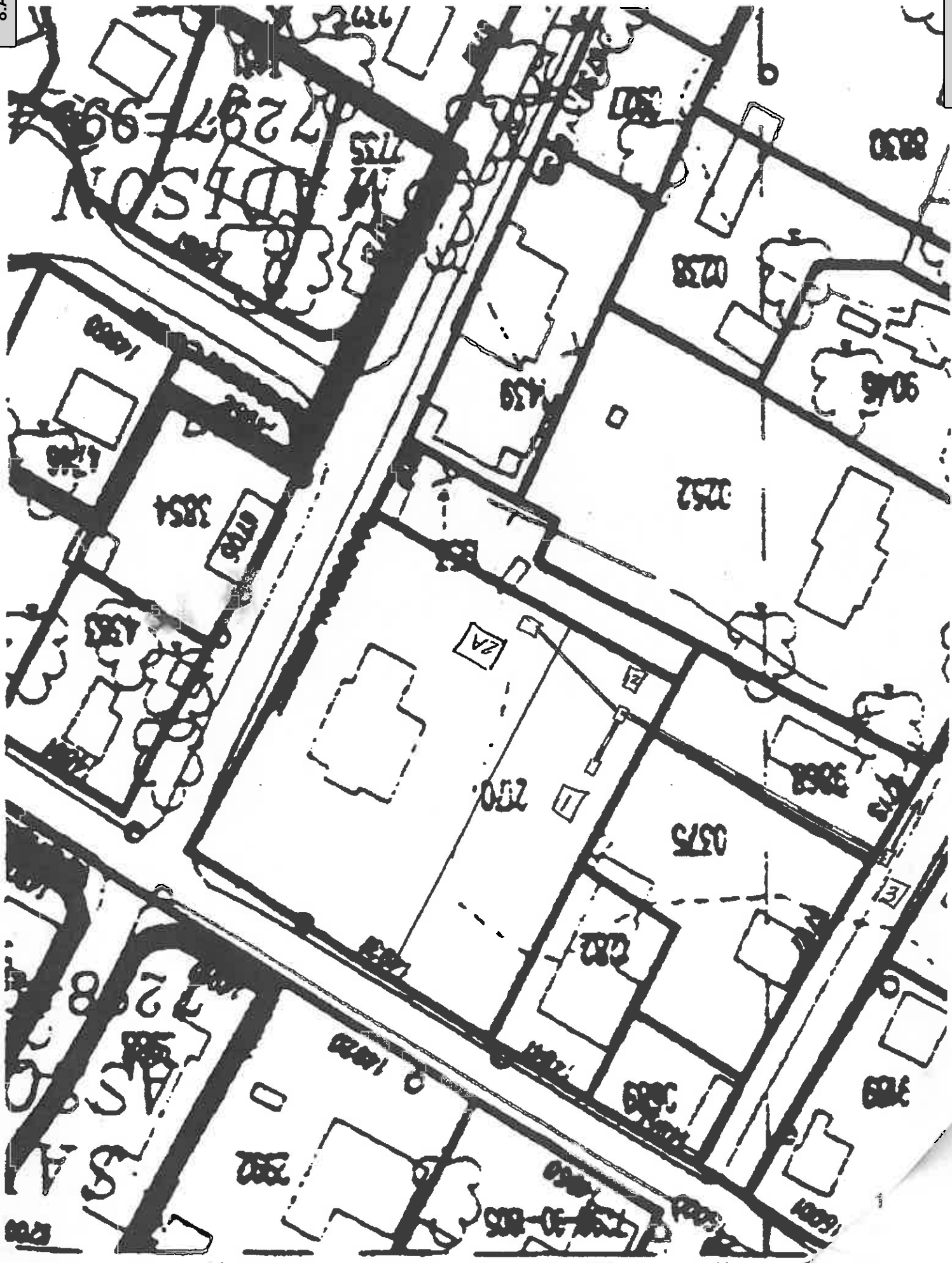
CONDITIONS: 58-177(9)

DATE TO TOWN COUNCIL: 8-6-12

APPROVED DISAPPROVED TABLED UNTIL: _____ DEFERRED UNTIL: _____

TOWN COUNCIL (where required): _____
SIGNATURE PRINT

CONDITIONS: _____



RECEIVED
JUN 29 2012
TOWN OF HAYMARKET



ZONING PERMIT #: ZP20120629

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
(Check all that apply) New Tenant/Use Change of Use Relocation

NAME OF BUSINESS/APPLICANT: SONABANK

PROPOSED USE: BANK Size (Sq. Ft./Length) of Construction: 1600 SF

SITE ADDRESS: 6719 LEABERRY WAY, UNIT 2, HAYMARKET, VA 20169 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.)

New Bank

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

FEE: \$25.00 Residential \$50.00 Commercial

paid \$50-

CERTIFICATE OF APPROPRIATENESS

ADDITIONAL DESCRIPTION: (i.e. color, type of material, font style, etc.) 58-381(a) N/A

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

PERMIT HOLDER INFORMATION			PROPERTY OWNER INFORMATION		
Name	<u>Joyce Harding</u>		Name	<u>Karen Weldon - Shoppers at Haymarket</u>	
Address	<u>11A MAIN ST</u>		Address	<u>15201 Washington ST</u>	
City	State	Zip	City	State	Zip
<u>Warrenton</u>	<u>VA</u>	<u>20186</u>	<u>HAYMARKET</u>	<u>VA</u>	<u>20169</u>
Phone#	Email		Phone#	Email	
<u>540-428-3435</u>	<u>Jharding@sonabank.com</u>		<u>703-987-8050</u>		

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.

[Handwritten Signature]
Applicant Signature

[Handwritten Signature]
Property Owner Signature

OFFICE USE ONLY

ZONING PERMIT #: 2P20120629

Date Filed: 6-29-12 Fee Amount: 50- Date Paid: 6-29-12

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: 7-9-12

APPROVED DISAPPROVED TABLED UNTIL: _____ DEFERRED UNTIL: _____

PLANNING COMMISSION (where required): Rebecca Bare Rebecca Bare
SIGNATURE PRINT

CONDITIONS: 58-381(a)

DATE TO TOWN COUNCIL: 8-6-12

APPROVED DISAPPROVED TABLED UNTIL: _____ DEFERRED UNTIL: _____

TOWN COUNCIL (where required): _____
SIGNATURE PRINT

CONDITIONS: _____



TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: Hulfish House
DATE: 08/06/12

Updates on the work are summarized below.

The Cost Tracking Report for the Hulfish House is attached. Based on the tracking report, the estimate for the final cost of the renovation is approximately \$165,000. The budget for the renovation of the Hulfish House is \$150,000 which means that expenses are over budget by \$15,000.

The renovation for the Old Post Office will cost approximately \$20,000 less than the budgeted amount of \$200,000.

It is requested that the Town Council transfer \$15,000 from the Old Post Office Budget to the Hulfish House budget to complete the renovations. The new budget totals will be: Hulfish House, \$165,000; Old Post Office, \$185,000. The combined total for both renovation projects will remain \$350,000.

With the approval of the budget amendment, the work on the Hulfish House is scheduled for completion by August 30, 2012.

RECOMMENDATION

It is recommended that the Town Council approve the transfer of \$15,000 from the Old Post Office Budget to the Hulfish House budget.

ATTACHMENTS:

- Hulfish House - Cost Tracking (PDF)

Cost Tracking: Hulfish House

Item	Estimated Cost	Actual Cost	Notes	Final Numbers for Completion
			Amount Spent through 7/20/12	\$112,006.00
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.	\$1,500.00
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	\$	7,000.00	\$	6,500.00	Low bid quote	\$6,500.00
Install ADA Bathroom on side porch	\$	6,000.00	\$	4,500.00	Balance on quote from Payne	\$2,500.00
Replace Roof	\$	15,000.00	\$	12,000.00	Work Complete	
Chimney repair	\$	2,000.00	\$	2,000.00	Work Complete	
Materials - Roof and interior framing	\$	3,300.00	\$	3,300.00	Work Complete	
Electrical	\$	12,000.00	\$	5,000.00	Low bid	\$5,000.00
HVAC Installation	\$	15,000.00	\$	10,500.00	Low bid quote from L.H. Mechanical	\$10,500.00
Repair rear foundation wall	\$	7,500.00	\$	7,500.00	Payne price	\$2,000.00
Fill exterior foundation opening with dirt			\$	3,500.00	Trenching for power to building	\$1,500.00
Paint Building	\$	20,000.00	\$	17,200.00	Work Paid	
Repair/Replace Upstairs Flooring	\$	3,500.00	\$	3,500.00	Quote from Payne	\$3,500.00
Install Downstairs Floor and repair stairs	\$	6,500.00	\$	8,500.00	Quote from Payne	\$3,500.00
Build cover over open foundation area	\$	3,500.00	\$	5,000.00	Estimate from Payne	\$1,000.00
Install gutters	\$	3,000.00	\$	2,240.00	Work Complete	

Out building repairs	\$ 5,500.00	\$ 5,500.00	Low bid quote from Gossom	\$2,500.00
Out building Roof	\$ 4,000.00	\$ 2,600.00	Low bid quote from Smith & Son Construction 3/20	\$2,600.00
Engineering Support	\$ 3,000.00	\$ 2,510.00	Billed through 7/27	
Sub-Total	\$ 152,300.00	\$ 136,447.00		\$154,606.00
Contingency	\$ (2,300.00)	\$ 13,553.00		\$10,000.00
Total	\$ 150,000.00	\$ 150,000.00		\$164,606.00

Amount Over Budget \$14,606.00

Estimated Completion Date: 30-Aug-12



TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: Old Post Office
DATE: 08/06/12

Updates on the work are summarized below.

The Cost Tracking Report through Friday, July 27 is attached. Based on the tracking report, the estimate for the final cost of the renovation is approximately \$178,000. The budget for the renovation of the Old Post Office is \$200,000 leaving an estimated \$22,000.

The renovation is expected to be completed by August 30, 2012.

The Cost Tracking Report will be updated to include all billing through August 3 and will be provided to the Council on Monday night.

Because the estimated amount for completion of the Old Post Office renovation is below the budgeted amount, it is requested that the Town Council transfer \$15,000 from the Old Post Office budget to the Hulfish House budget. That amount will cover the expected overage on the Hulfish House renovation.

The result of this budget change will be a new total for the renovation of the Old Post Office of \$185,000, and a new total for the renovation of the Hulfish House of \$165,000. The total cost of the two renovations will remain \$350,000.00 and will not be exceeded.

RECOMMENDATION

It is recommended that the Town Council approve the transfer of \$15,000 from the Old Post Office budget to the Hulfish House budget. The form of the motion would be:

I move that \$15,000 be transferred from the Old Post Office Budget to the Hulfish House budget.

ATTACHMENTS:

- Old Post Office - Cost Tracking (PDF)

Cost Tracking: Old Post Office

Item	Estimated Cost	Actual Cost	Notes	Final numbers for completion
			Amount spent through 7/20/12	\$83,930.00
Demolition of Interior, remove chimney and other exterior work	\$ 9,500.00	\$ 7,700.00	Work Complete	
Removal of siding and floor joists. Brace wall dig out rock foundation. Pour concrete footer for western exterior wall and center footers	\$ 20,000.00	\$ 18,300.00	Work Complete	
Repair/replace siding on sides and front	\$ 4,500.00	\$ 3,118.00	Work Complete	
Materials for siding repair	\$ 2,000.00	\$ 2,000.00	Work Complete	
Replace floor framing and flooring	\$ 7,500.00	\$ 4,831.00	Work Complete	
Materials - floor framing and sub-flooring	\$ 5,000.00	\$ 3,160.00	Work Complete	
Replace/repair windows and doors	\$ 7,500.00	\$ 750.00	Included in other quotes	
Repair of north Foundation wall	\$ 3,500.00	\$ 1,200.00	Work Complete	

Replace stairs	\$ 1,500.00	\$ 2,000.00	Century Stair quote plus estimated installation	\$1,200.00
Beam and bracing for second floor ceiling - temporary	\$ 1,200.00	\$ 1,200.00	Final estimate	\$1,200.00
Demolish old addition	\$ 2,500.00	\$ 2,500.00	Work Complete	
Replace Roof	\$ 10,000.00	\$ 10,500.00	Final amount to be paid when addition is complete	\$5,500.00
Gutters	\$ 1,500.00	\$ 1,450.00	Final Number	\$1,450.00
New addition	\$ 20,000.00		Final quotes	
Prepare foundation		\$ 2,700.00	Work Complete	
Plumbing for ADA Bathroom		\$ 7,500.00	Revised Quote	\$4,500.00
Construction		\$ 16,000.00	Revised Quote	\$16,900.00
Addition - Insulation and Drywall		\$ 2,000.00	Revised Quote	\$2,000.00
Handicap Ramp	\$ 3,500.00	\$ 2,500.00	Final quote	\$2,000.00
Paint Exterior	\$ 14,000.00	\$ 8,650.00	Remainder to be paid	\$6,300.00
Upstairs Beam and Bracing	\$ 5,000.00	\$ 5,000.00	Final quote	\$1,500.00
Electrical	\$ 10,000.00	\$ 6,500.00	Final Quote	\$4,500.00
HVAC	\$ 18,000.00	\$ 7,850.00	Low bid from L H Mechanical	\$7,850.00
Repair Windows and Front door	\$ 2,500.00	\$ 2,500.00	Final estimate	\$2,500.00
Repair/Replace Upstairs flooring	\$ 2,500.00	\$ 2,500.00	Final Estimate	\$2,500.00

Install downstairs flooring	\$	4,500.00	\$	4,500.00	Final estimate	\$5,700.00
Water tap Fee	\$	5,750.00	\$	5,750.00	Quote from PWC Service Auth.	\$5,750.00
Upstairs insulation and interior Painting					Quote from Payne	\$5,500.00
Stone façade on foundation					Quote from Payne	\$1,900.00
Final grading	\$	5,000.00	\$	5,000.00	Tenant	
Engineering/Administration	\$	12,000.00	\$	4,740.00	Through 6/30	
Sub-Total	\$	178,950.00	\$	142,399.00		\$162,680.00
Contingency	\$	21,050.00	\$	57,601.00		\$15,000.00
					Total to Complete Old Post Office	\$177,680.00
Total Budget	\$	200,000.00	\$	200,000.00		
					Amount Under Budget	\$22,320.00
					Estimated Completion Date:	30-Aug-12



TO: MAYOR AND TOWN COUNCIL
 FROM: GENE SWEARINGEN
 SUBJECT: Alexandra's Keep Final Site Plan Revision 2
 DATE: 08/06/12

DD.R. Horton, developer of Alexandra's Keep, has submitted a final site plan revision request. Pursuant to Section 58-510 of the Town Code, minor adjustments and/or deviations from a final site plan may be approved by the town council without formal review.

BACKGROUND

Alexandra's Keep is a 12 unit townhome development at the terminus of Bleight Drive. The Town Council approved a special use permit for the project in 2005 (see Town Ordinance 05-0001, attached). The site is zoned R-2 and designated Moderate Density Residential by the Town Comprehensive Plan.

The 1st revision was approved by Town Council April 2, 2012 and included relocating water meters due to comments from the Prince William County Service Authority.

This 2nd revision requests approval of a revised lighting plan that deletes two street lights on the north side of Alexandra's Keep Lane that are in conflict with the relocated water meters. The revised lighting plan demonstrates that with the deletion of the two street lights, there is still a minimum of 0.4 footcandle illumination on the roadway, as required by Ordinance 58-718. In addition, these were the only street lights on the north side of the road so deleting them makes the development look more uniform. The Town Engineer has recommended approval of the application (see attached comments).

RECOMMENDATION

It is recommended that the Town Council review and approve the proposed revision.

DRAFT MOTION(S)

1. I move that the Town Council approve Amended Final Site Plan AFSP#2012_____, Subdivision /Site Plan Revision 2: Alexandra's Keep, Sheet 21 of 24, prepared by Burgess and Niple, and dated September 5, 2006, revised through June 20, 2012, signed and sealed July 20, 2012, in accordance with Section 58-510 of the Town Code.

OR,

2. I move that the Town Council forward the Subdivision/Site Plan Revision 2: Alexandra's Keep, to a subsequent Town Council meeting for further discussion.

OR,

3. I move an alternate motion.

ATTACHMENTS:

- Alexandra's Keep Minor Site Plan Revision 2 - Lighting Plan (PDF)

- Alexandra's Keep Minor Site Plan Revision 2 - Comments (PDF)
- Me072612-AlexKeep-Rev 2 Recommend Approval (PDF)

From: hmontague
Sent: Thu 7/19/2012 10:04 AM
To: Putman, Bill; 'Ryan D Fisher'
Cc: Jennifer Preli; mschneider
Subject: RE: Alexandras Keep Lighting Plan

Bill,

Just a quick recap of our conversation:

There are currently no illumination levels shown on the edge of pavement between Lots 8 and 9 because the edge of pavement curves here and the curved edge of pavement doesn't fall on a 10x10 grid point that the lighting program provides. However, in this area there is already a 0.4 illumination value towards the middle of the road so we do need to verify the illumination levels at the edge of pavement where the lead walks enter the road.

1. In this location, show the illumination level at the standard grid point in the grassed area. If it is 0.4 or greater in the grass, it will be 0.4 at the edge of pavement and everything is fine and I can approve the revision.
2. If the illumination value is less than 0.4 in the grass, interpolate the illumination value between grid point on the road and the grid point in the grass and place the interpolated illumination value at the edge of pavement at the lead walk locations. If this interpolated illumination level is 0.4 or greater, everything is fine and I can approve the revision.
3. If the interpolated illumination level is less than 0.4, there will be more work/effort to find a solution. You could consider taking into account illumination from the yard lights or increase the wattage of the streetlights across the street.

Please let me know if you have any questions. Feel free to email the lighting plan and I can take a look at it and let you know if it is ok to send in the 3 sets.

Thanks!

Holly

From: Putman, Bill [mailto:bill.putman@burgessniple.com]
Sent: Thu 7/19/2012 8:51 AM
To: hmontague; 'Ryan D Fisher'
Cc: Jennifer Preli; mschneider
Subject: RE: Alexandras Keep Lighting Plan

Holly:

What you see as missing illumination levels are ones that are off the grid since we were complying with the requirements for the pavement areas. For consistency, I can add these areas on the same grid and show them on the sidewalk if you like?

Thanks!

William C. (Bill) Putman, PE
 Engineering Manager

Engineers ■ Architects ■ Planners

Burgess & Niple, Inc.

12700 Black Forest Lane, Suite 100

Woodbridge, VA 22192

Phone: (703) 670-6400 x2414

Cell: (703) 475-8007

Facsimile: (703) 670-6250

Email: bill.putman@burgessniple.com

Visit Our Website: www.burgessniple.com

From: hmontague [mailto:hmontague@townofhaymarket.org]

Sent: Tuesday, July 17, 2012 1:03 PM

To: hmontague; Ryan D Fisher; Putman, Bill

Cc: Jennifer Preli; mschneider

Subject: RE: Alexandras Keep Lighting Plan

All,

I apologize, the plan I received has been revised.

However, per the comments below, there are still missing illumination levels at the edge of road between Lot 8 and Lot 9. This is the area that I am concerned about in the original email because there is already an illumination level in the road of 0.4 and I'm worried about the illumination level at the edge of the road, especially since this is where the unit's sidewalks connect to the road.

Can you please provide these illumination levels?

Thanks!

Holly

From: hmontague

Sent: Tue 7/17/2012 12:46 PM

To: Ryan D Fisher; bill.putman@burgessnipl.com

Cc: Jennifer Preli; mschneider

Subject: RE: Alexandras Keep Lighting Plan

Bill,

I received the revised Alexandra's Keep Lighting Plan that you sent Friday. This appears to be the same one that Ryan emailed me and I have not seen a revised plan per my comment below, so I am unable to approve this minor revision at this time.

Please reply to let me know that you got this email and please let me know if you have any questions.

Thanks!

Holly

From: hmontague

Sent: Wed 6/6/2012 9:41 AM

To: Ryan D Fisher

Subject: RE: Alexandras Keep Lighting Plan

Ryan,

I have looked at the lighting plan you sent.

I understand that you increased the wattage on the two lights opposite where you want to delete the two conflicting lights.

Haymarket Ordinance 58-718(a) says that the residential lighting on private streets must be a minimum of 0.4 footcandle. In the revised lighting plan that you sent, there are no spot illumination numbers given along the northern edge of pavement in the areas where you want to remove the streetlights to verify that the illumination is a minimum of 0.4 footcandle in those locations. There were no spot illumination numbers in the original lighting plan, either, but I believe that is because those areas were directly adjacent to the streetlights on that side of the road.

In order to approve this revision, I need those spot illumination numbers to document/verify the 0.4 footcandle at the northern edge of pavement. I am concerned that this level of illumination is not achieved because the layout you sent already shows some 0.4 footcandle illumination values in the roadway section and the area of influence of the streetlight on the opposite side of the road does not reach the northern edge of pavement. If needed, the yard lamps in this location, their area of influence and resulting illumination levels can be added to the lighting plan to demonstrate that there is 0.4 footcandle at the northern edge of pavement.

I also want to confirm that I would consider this to be a minor site plan revision.

Please call me at 703-968-6792 if you would like to discuss in further detail.

Thanks!

Holly

From: Ryan D Fisher [mailto:RDFisher@drhorton.com]
Sent: Tue 5/29/2012 5:01 PM
To: hmontague
Subject: FW: Alexandras Keep Lighting Plan

Holly-

We had a conflict with two of the street lights at Alexandra's Keep. If you recall, the water meters were moved into the small green space located in front of the buildings in an earlier revision. Unfortunately, the move put them in conflict with the street lights in front of lot 8 and lot 11.

The solution to this conflict is attached. We are simply deleting the two conflicting street lights and increasing the wattage on two of the lights in that area to achieve the foot candle coverage necessary. Not shown on this plan, but worth noting, is that we also have yard lamps in front of each unit and a light attached to the house at the front door.

I assume this would be considered a minor revision. Please let me know. I would like to get the contractors started on the install as soon as possible.

Thank you,

Ryan Fisher

Land Development Project Manager

DR Horton -- Capital Division

1356 Beverly Road, Suite 300

McLean, Virginia 22101

Phone (571) 220-9368

Fax (703) 385-8002



INTEROFFICE MEMORANDUM

TO: MARCHANT SCHNEIDER
FROM: HOLLY MONTAGUE, PE
SUBJECT: ALEXANDRA'S KEEP REVISION 2 - MINOR SITE PLAN REVISION
DATE: 7/26/2012
CC: STAFF

Per your request, I have reviewed the submission for the Alexandra's Keep Final Site Plan Revision 2. This revision deleted 2 streetlights on the north side of Alexandras's Keep Lane that were the only streetlights on the north side of the road and were in conflict with the water meters. I used the Haymarket Ordinance Section 58-718 in order to review this revision to the final site plan. Since the revision only involves removing streetlights, it is my opinion that this qualifies as a Minor Site Plan revision.

I have no additional comments on this revision and recommend approval of this Minor Site Plan Revision.

Please let me know if you have any questions regarding these comments. I can be reached at 703-968-6792.



TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: Town Hall Master Plan Proposals
DATE: 08/06/12

There were five responses to the informal request for proposal for the development of the Town Hall Master Plan and given to Town Council at the July meeting. Attached is a chart that compares the fees and aspects that were included for each of the five proposals.

Based on content contained in the proposals and the attached chart, Staff narrowed the five proposals down to three (in no particular order):

Anderson & Associates/Fraizer
Burgess & Niple
J2E

Staff requests that Town Council establish a Selection Committee comprised of Town Council member(s) and staff for the purpose of interviewing the three finalists and selecting a final firm. The final firm will be recommended to the full Council which will make the final determination regarding entering into a contract for the development of the Town Hall Master Plan.

ATTACHMENTS:

- Town Hall Master Plan Proposal Evaluation (PDF)

	Anderson	B&N	J2E	Kimley Horn	RDA
Services	\$19,680 Lump	\$10,800 Lump	\$10,000 Lump	\$9,800 Lump	\$15,000 Lump
Direct costs/estimated costs	(Inc. in Services)	\$4,400 Estimated	\$10,000 Estimated	No estimate given	No estimate given
# Meetings	3 (Inc. in Services)	3 (Inc. in Est Cost)	8 (Inc in Est Cost)	2 (Inc in Services)	(Inc. in Services)
	\$19,680	\$15,200	\$20,000	\$9,800+	\$15,000+
	Any mtgs > 3 additional cost			Direct costs could be significantly more	Direct costs could be significantly more
Proposal Aspects					
Firm Experience	X	\			
Referenced Comp Plan/Charette	X	X		X	
# Prelim Layouts	1	Up to 2	Up to 2	Up to 3	Up to 2
SWM/BMP	X	X	X		X
Parking	X	X	X	X	?*
Traffic Circulation	X	X	X		X
ADA/Pedestrian	X	X	?		?*
Town Green	X	X	X	X	?*
Landscaping	X	X	X	X	?*
Building Façade	X	X	X		
Lighting	X				
Phasing	X	X	?		X
Funding Sources	X	X	X		
Environmental Concerns		X			X

?* Proposal mentions "address conformity to the Town of Haymarket standards & ordinances", but does not call out these items specifically

Note: B&N, Anderson, & RDA assume using existing plans/GIS.

JE2 & Kimley Horn specifically request the Town provide basemapping in Autocad (Town does not have unless

we use the Town Hall Plot Plan)



TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: Spending Policy
DATE: 08/06/12

Over the past several months, maintenance and repair issues have occurred which caused the expenditure of amounts of money in excess of the current spending policy.

BACKGROUND

The current policy was established prior to the hiring of the Town Manager and was used by past Mayors to handle procurements. Generally that policy still works well and covers most of the purchases now made by the Town. The exceptions to the policy are those emergency procurements related to the Town Hall property including buildings, grounds and vehicles.

The recommended changes to the policy include the naming of the Town Manager as the employee who reviews and approves expenditures, the increase of the minimum amount that can be authorized by the Town Manager from \$1,000 to \$2,500, and the addition of a policy regarding exceptions to the general policy. Currently there are no guidelines for handling emergency procurements such as those that occurred with the flooding of the building or the emergency replacement of the heating/air conditioning system in Town Hall.

In addition, it is being recommended that the spending policy be extended to include the Town Manager review and approval of capital purchases made by the Police Department.

The suggested revised spending policy is attached.

RECOMMENDATION

It is recommended that the Town Council adopt the proposed spending policy.

ATTACHMENTS:

- Spending Policy 8-6-12 (PDF)
- Budget Appropriations Policy 8-12-10 (PDF)

Policies Regarding the expenditure of Town Funds

Budgeted Expenditures

The Town Manager and Police Chief may spend up to the limits described in the attached Budget Appropriations policy. Generally, the Town Manager and Police Chief may spend up to the amount appropriated by the Town Council for the Town and Police Department Budgets.

For purchase of equipment, repairs and other budgeted capital items the following guidelines apply:

Purchases of up to \$2,500, including Public Safety purchases, may be authorized and approved by the Town Manager with at least one acceptable estimate.

Purchases of between \$2,500 and \$10,000 must have three estimates, be approved by the Town Manager and presented to the Town Council for final approval.

Purchases of over \$10,000 require a bid package approved by the Town Manager, advertisement for formal bids, and submission to the Town Council for selection and approval of the winning bid.

The Town Manager, with the approval of the Town Council, may establish maintenance agreements with vendors for the maintenance and general repair of certain systems such as HVAC or electrical. However, the spending guidelines above apply to expenditures above \$2,500.

Exceptions to the spending policy:

In instances of failure of equipment or damage to town-owned property which may lead to further damage or may create a hazardous situation, the Town Manager, with the knowledge and approval of the Mayor, may spend up to \$15,000 for needed repairs and may exceed the budgeted or appropriated line item amounts if necessary. Town-owned property includes buildings, grounds and vehicles. The expenditure must be reported to the Town Council for their approval after the fact.

Policy #081610-1

Adoption, Appropriation and Reporting of the Annual Operating Budget**Adoption and Appropriation**

The Town Council will adopt the Annual Budget for the upcoming Fiscal Year prior to June 30 of the preceding fiscal year. Along with the adoption of the Budget, the Town Council will appropriate the expenditure of that budget.

The appropriation will include revenues and expenditures as follows:

Revenues will be appropriated for the full fiscal year.

The following budget expense categories shall be appropriated for the full fiscal year:

Council and Boards

Events

Museum

Staff Wages and Benefits

The expense categories below shall be appropriated on a quarterly basis and will be computed by calculating one quarter of the total annual budget for those operating expenses. At the Town Council meetings in October, January and April, the Council will appropriate operating expenditures for the second, third and fourth quarters respectively.

Streetscape funding and expenditures

Police Cruiser Leases

Operating Expenses

Public Safety

Public Works

Town Owned Property

The following expense categories will not be appropriated quarterly but will be considered when a request for expenditure is presented to the Council:

Capital Improvements, Repairs and Reserves

If approved, these expenditure requests will then be appropriated by the Town Council.

Except for emergency situations, expenditures may not exceed the amount appropriated for each category without prior Town Council approval.

Reporting

At each monthly Town Council Meeting, the Town Manager, Police Chief and/or the Town Financial Official will provide a report to the Council which will include the latest available financial information for the following:

The Total Annual Budget, Revenues and Expenditures by Category and line-item

The Fiscal YTD Appropriated amounts

The Fiscal YTD expense in each category and line item

A narrative explanation of any expenditure that appears to be out-of-line with the appropriation

Additional reports and data will be provided as requested by Council or as needed to clarify information in the summary report.

Once the Town Council has reviewed and approved the budget report each month, the budget status report will be placed on the Town Web Site for review by any interested residents.

Notwithstanding any of the foregoing, Council reserves the right to alter, amend or revoke any unspent, appropriated funds.

By Council Action on August 16, 2010

Motion made by Councilman Tobias

Motion seconded by Councilwoman Edwards

Roll Call Vote:

Ayes: Edwards, Tobias, Cole, Scarbrough, Kenworthy, Weir

Nays: None

Absent/abstain: None

ATTEST: _____

Jennifer Preli, Town Clerk



TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: Closed Session
DATE: 08/06/12

2.2-3711 A(1) Personnel matters relating to the position of Town Attorney

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



TO: MAYOR AND TOWN COUNCIL
 FROM: GENE SWEARINGEN
 SUBJECT: Closed Session II
 DATE: 08/06/12

Pursuant to Virginia State Code 2.2-3711, government bodies may hold to enter into closed session discussion for certain limited purposes.

Tonight it is requested that the Town Council enter into closed session discussions for the following purposes:

2.2-3711 A(7) Streetscape - Update on settlement with Haymarket Baptist Church

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.

2.2-3711 A(3) Tenant Lease Agreements: The Very Thing (for Hulfish House); Jessica R. Clay; Old Post Office; and 15020 Washington Street (Daytime Playtime)

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.

2.2-3711 A(1) Personnel matters relating to the Town Manager and Chief of Police

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



TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: Washington Street Enhancement Project - Parcel 003
DATE: 08/06/12

On April 20, 2011, the Town of Haymarket filed a Certificate of Take, #C-1000, in the amount of \$7,900 for Parcel 003, GPIN #7297-99-5158, or 14881 Washington Street, duly recorded as instrument #201104200032943. In order to avoid a court trial, Ms. Cohen-Pardo, coordinated with Mr. Dively, legal c and reached a settlement pending Town Council approval for the Right of Way and easements on her property for an amount of \$10,000. This is \$2,100, or 26.6%, above the appraised value of \$7,900 that was deposited with the Certificate of Take.

The agreement would require additional funds paid to Ms. Cohen-Pardo in the amount of \$2,100. It is requested this evening that the Town Council consider this agreement. If agreed, funds in the amount of \$2,100 should be appropriated this evening.

ATTACHMENTS:

- Dively - Town re Parcel 003 Settlement (PDF)
- Parcel 003 Signed Agreement (PDF)
- Parcel 003 Email Dively to Pardo (PDF)

Robert R. Dively
Attorney at Law
Facsimile (703) 818-1838

P.O. Box 1838
Centreville, VA 20122

July 10, 2012

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

Re: Town of Haymarket vs. Cohen-Pardo, Rebecca
 Haymarket Streetscape Project
 State Project EN96-233-128, C502, RW201
 Federal Project TEA-5401(611)
 Parcel 3 (14881 Washington Street)
 UPC No. 64766
 Certificate of Take No. C-10003
 Case No. CL11002664-00

Dear Gene,

Pursuant to our communications, please find enclosed the original Agreement After Certificate executed by Ms. Cohen-Pardo. Also, enclosed is a copy of my e-mail to her, emphasizing the tentative and contingent nature of the agreement and that it is conditioned on and subject to the final approval of the Town Council. The Town is free to reject the Agreement, but I submit that its approval is in the Town's best interests.

If approved, kindly have the Agreement executed by the appropriate Town officials, and then return it to me.

The settlement is for 10,000.00 or roughly 26.6% above the Certificate amount of \$7900.00. Remember that Ms. Cardo-Pardo previously demanded \$35.00 per square foot or approximately \$25,424.50 and that the Town had earlier approved settling the Streetscape Project cases for 30% above the Certificate amount. This settlement is favorable to the Town. We can forego the costs of further litigation

and expert testimony, which will certainly exceed thousands of dollars, and avoid the costs and risks of trial.

If our appraiser Mr. Deeds had to testify at trial, he would have to deal with the fact that the review appraiser overruled his appraisal figure of \$2878.00 and replaced it with \$7900.00. He would have a credibility problem. If we were forced to obtain a new, updated appraisal, it would be costly, and our amount would probably increase as it did in the Haymarket Baptist Church (consolidated) case, where our appraisal value increased 34.1%.

If you have any questions, please contact me.

Sincerely,



Robert R. Dively

AGREEMENT

THIS AGREEMENT, made this 6th day of July 2012, by and between REBECCA COHEN-PARDO, Grantor, and the TOWN OF HAYMARKET, VIRGINIA, Grantee;

Witnesseth: That Whereas, in connection with Route 55 (Washington Street), Project EN96-233-128, C502, RW201 (Haymarket Streetscape Project), in the Town of Haymarket, Virginia, the Grantee, in accordance with Charter of the Town of Haymarket, specifically including Article V, and Title 15.2, Chapter 19 (§ 15.2-1901, et seq.) and Title 25.1 of the Code of Virginia (1950), as amended, and with such general laws as are applicable for the purpose of condemning property and land, has lodged with the Clerk of the Prince William County Circuit Court, Certificate of Take No. C-10003 in the amount of \$7,900.00, duly recorded as Instrument No. 201104200032943 on April 20, 2011, for the benefit of the Grantor; and

WHEREAS, the Grantor affirms that no tenant has an interest in the subject property and land or in the funds referenced above and/or that are the subject of this agreement, and no tenant is entitled to participate in the proceeding, Prince William County Circuit Court Case No. CL11002664-00, pursuant to Virginia Code § 25.1-234, as evidenced by the signature below of the Grantor; and

WHEREAS, the Grantee has appointed Robert R. Dively, Esquire, as its attorney to institute condemnation proceedings for the purpose of determining the amount to be paid for the property and land, or interest therein, described in the aforesaid Certificate, and damages to the remaining property and land, if any, of the Grantor; and

WHEREAS, the parties have now agreed upon the following compensation for the property and land and damages to the remainder, if any, to-wit:

\$10,000.00 in full for property and land, to-wit: approximately 171 square feet land in fee of the property,

approximately 852 square feet of said property for permanent easement, approximately 1228 square feet of said property for utility easement, and approximately 377 square feet of the Property for temporary construction easement, and any and all damages, if any.

There have been no other promises, consideration, or representations made which are not set forth in this instrument. The consideration hereinabove mentioned represents the value of all estates or interests in such property and land and the damages to the remaining property, if any, and is in lieu of any and all claims to compensation and damages by reason of the location, construction, and maintenance of said highway including such other facilities as may be necessary. The Grantor agrees to accept such total consideration for her interests and rights in said property and land.

The parties hereto agree that the total consideration set forth above shall be reduced to the extent of any payment made pursuant to the provisions of Section 25.1-310 of the Code of Virginia (1950), as amended.

WITNESS the following signatures and seals:

{Signatures appear on the following page}

GRANTOR:

Rebecca Cohen-Pardo (SEAL)
Rebecca Cohen-Pardo

State of Maryland;
City/County of Calvert; to-wit:

I, Gail L Reeder, a Notary Public for the State and City/County aforesaid, do hereby certify that Rebecca Cohen-Pardo, whose name is signed to the writing above bearing date on the 6 day of July 2012, has acknowledged the same before me in the State and City/County aforesaid.

Given under my hand this 6 day of July 2012.

Gail L Reeder
Notary Public

My commission expires: 11/21/15

RCP

GRANTEE:
Town of the Haymarket,
Virginia:

David Leake, Mayor

Jennifer Preli, Town Clerk

STATE OF Virginia;

CITY/COUNTY OF _____; to-wit:

The foregoing instrument was acknowledged before me by David Leake, Mayor of the Town of Haymarket, Virginia, and as an authorized signatory to this Agreement, this _____ day of _____ 2012.

Notary Public

My commission expires: _____

STATE OF Virginia;

CITY/COUNTY OF _____; to-wit:

The foregoing instrument was acknowledged before me by Jennifer Preli, Town Clerk of the Town of Haymarket, Virginia, and as an authorized signatory to this Agreement, this _____ day of _____ 2012.

Notary Public

My commission expires: _____

Haymarket Streetscape Project; Parcel 3; Cohen-Pardo, Rebecca

From: Robert Dively <robbytommy@earthlink.net>
To: rebecca_copar@verizon.net
Cc: Gene Swearingen <gswearingen@townofhaymarket.org>, Holly Montague <hmontague@townofhaymarket.org>
Subject: Haymarket Streetscape Project; Parcel 3; Cohen-Pardo, Rebecca
Date: Jul 6, 2012 10:01 AM
Attachments: [Ag After Cert- Haymarket 3.pdf](#)

Dear Ms. Cohen-Pardo,

Pursuant to our phone conversations yesterday, please find attached an Agreement After Certificate for the total sum of \$10,000.00, which I have drafted. Please note that this Agreement is conditioned on and subject to the final approval of Town Council for the Town of Haymarket, Virginia. If you have any questions, please contact me. Please sign the Agreement before a Notary Public. After you have executed the Agreement, kindly return it to my P.O. Box, and I will send it to the Town Council for its review. If it is approved and executed by the Town Council, I promptly follow up with a final Order.

Best regards,

Robert Dively
 Counsel for Petitioner Town of Haymarket, Virginia
 P.O. Box 1838
 Centreville, VA 20122
 703-818-0070



TO: MAYOR AND TOWN COUNCIL
FROM: GENE SWEARINGEN
SUBJECT: Salary Increases Fiscal Year 2013
DATE: 08/06/12

The 2013 Budget includes funding for salary increases for the staff in an amount of up to 5% per employee. The 5% includes a 2% cost of living increase and up to an additional 3% based on performance.

BACKGROUND

The Town Council approved funding for salary increases and requested that all employees receive a performance review and a salary increase recommendation. Those reviews were completed and the salary recommendations made. When the Council approved the 2013 Budget the amount of the 5% salary increase, \$23,894.14 was included in that approval. That amount includes the increase in regular salaries. The corresponding increase in any overtime paid to those employees eligible for overtime is also included in the budget. The Council must take official action on salary increases in addition to its approval of the payroll budget. Because this official action has not taken place, the increases have not yet gone into effect.

Two town employees, the Town Manager and the Police Chief are not included in this request. Any recommendation for a salary increase for these employees must be made by the Town Council.

RECOMMENDATION

It is recommended that the Town Council approve the amount of \$23,804.14 for salary increases for the staff. It is further recommended that the Town Council approve a salary recommendation for the Town Manager and Police Chief and include that recommendation in the action.

Finally, it is recommended that the salary increases be made retroactive to July 1, 2012 to allow employees to receive the full year of the increase.