



TOWN OF HAYMARKET TOWN COUNCIL

REGULAR MEETING ~ AGENDA ~

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

15000 Washington St
Haymarket, VA 20169

Monday, November 2, 2015

7:00 PM

Council Chambers

1. Call to Order

2. Invocation

3. Pledge of Allegiance

4. Citizen's Time

5. Public Hearing

- A. Special Use Permit #20150611

6. Agenda Items

- A. Special Use Permit - In-Home Business
- B. Alzheimers Awareness Month
- C. Town Manager's Report - Brian Henshaw
- D. Refund of Overpayment - Sherrie Wilson
- E. Caboose Enhancement Project - Award of Contract
- F. Harrover Property
- G. 14740 Washington Street - Food Pantry
- H. 14710 Washington Street - Old Police Department Building
- I. 14740 Washington Street - Food Pantry Building
- J. 66 Alliance

7. Consent Agenda

A. Department Reports

- i. Police Report - Eric S. Noble, Chief of Police
- ii. Engineer's Report - Holly Montague
- iii. Main Street Coordinator's Report - Denise Hall
- iv. Planner's Report - Marchant Schneider
- v. Treasurer's Report - Sherrie Wilson

B. Minutes Acceptance

- i. Mayor and Council - Work Session - Sep 28, 2015 5:00 PM
- ii. Mayor and Council - Regular Meeting - Oct 1, 2015 7:00 PM

C. Bull Run ASAP Policy Board Appointment

- D. Route 15 Bridge Over Rail Road
- E. Authorization of Check Signer

8. Councilmember Time

- A. Susan Edwards
- B. Kurt Woods
- C. Steve Aitken
- D. Chris Morris
- E. Joe Pasanello
- F. Matt Caudle
- G. David Leake

9. Adjournment



TO: Town of Haymarket Town Council
 SUBJECT: Special Use Permit - In-Home Business
 DATE: 11/02/15

SUBJECT: SUP# 20150611, Home Occupation, 14932 Southern Crossing

A request for a special use permit (home occupation) at **14932 Southern Crossing**, Haymarket Station. At its September 2015 meeting, the Planning Commission recommended approval of Special Use Permit #SUP20150611.

BACKGROUND

Adrinna Harley has applied to the Town for a special use permit, #SUP20150611, for permission to operate an in-home occupation at her home located at **14932 Southern Crossing** in Haymarket Station. The subject property is zoned R-2 and is designated Moderate Density Residential by the Town's Comprehensive Plan. Home occupations are permitted as a special use in the R-2 district; "Sec. 58-98 (8) Home occupations, in the main building of the lot". Home occupations are also subject to the development standards of Section 58-16 of the Zoning Ordinance.

RECOMMENDATION

It is recommended that the Town Council receive public input on this application. It is further recommended that the Town Council approve this application for special use for an in-home business to be located at **14932 Southern Crossing**.

DRAFT MOTION(S)

Planning Commission

1. I move that the Planning Commission recommend approval of SUP# 20150611, Crave Sweets, for an in-home occupation at **14932 Southern Crossing** as described on the special use permit application and narrative dated June 11, 2015, pursuant to Section 58-98 (8) of the Zoning Ordinance, and subject to the development standards of Section 58-16, Home occupations.
2. I move an alternate motion.

Town Council

- 1.a. I move that the Town Council approve SUP# 20150611, Crave Sweets for an in-home occupation at **14932 Southern Crossing** as described on the special use permit application and narrative dated April 4, 2014, pursuant to Section 58-98 (8) of the Zoning Ordinance, and subject to the development standards of Section 58-16, Home occupations;

AND

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

OR,

2. I move an alternate motion.

ATTACHMENTS:

- In Home Business 14932 Southern Crossing Street (PDF)
- TC Ad Confirmation (PDF)



RECEIVED

JUN 11 2015

6.A.1

SUP# 201502611

SPECIAL USE PERMIT APPLICATION

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

NAME OF BUSINESS/APPLICANT: Crave Sweets / Adrinna Harley

SITE ADDRESS: 14932 Southern Crossing St., Haymarket, VA 20169

ZONING DISTRICT: R-1 R-2 B-1 B-2 I-1 C-1 SITE PLAN PROPOSED: Yes No

PROPOSED USE(S): Home-based baking business CODE SECTION(S) #:

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

See Attached page

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

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

TYPE OF STRUCTURE: SFD TH TOTAL FLOOR AREA OF MAIN STRUCTURE: 3,419 (sq. ft.)

FLOOR AREA DEVOTED TO HOME OCCUPATION: 143 (sq. ft.)

NUMBER / TYPE OF VEHICLES: 3 / 2 cars & 1 SUV

NUMBER / TYPE OF EQUIPMENT AND METHOD OF STORAGE (i.e. garage, accessory storage, etc.):

Kitchen baking tools stored in kitchen

OFF-STREET PARKING SPACES PROVIDED: 1 NO. OF EMPLOYEES WORKING FROM SITE: 0

FEE: \$500 Residential \$200 Residential In-Home Business \$350 Commercial (no land disturbance) \$1,500 Commercial (land disturbance)

PAID JUN 11 #2061

Form with two columns: APPLICANT/PERMIT HOLDER INFORMATION and PROPERTY OWNER INFORMATION. Includes fields for Name, Address, City, State, Zip, and Phone#(s).

Attachment: In Home Business 14932 Southern Crossing Street (2589 : Special Use Permit - In-Home Business)



TOWN OF HAYMARKET
SPECIAL USE PERMIT APPLICATION

SUP# 20150611

APPLICANT / PROPERTY OWNER CONSENT

*****REQUIRED*****

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

[Signature]
Applicant Signature

[Signature]
Property Owner Signature

June 11, 2015
Date

June 11, 2015
Date

OFFICE USE ONLY

DATE FILED: 6-11-2015 FEE AMOUNT: 200- DATE PAID: 6-11-2015

DATE TO ZONING ADMINISTRATOR: _____ STAFF REVIEW COMPLETE: _____

APPLICABLE ZONING ORDINANCE SECTION(S) / RECOMMENDED CONDITIONS:

ZONING ADMINISTRATOR _____ DATE _____

DATE TO PLANNING COMMISSION: 8-10-2015 PUBLIC HEARING DATE: _____

- RECOMMEND APPROVAL
- RECOMMEND DENIAL
- NO RECOMMENDATION

RECOMMENDED CONDITIONS:

CHAIRMAN _____ DATE _____

DATE TO TOWN COUNCIL: _____ PUBLIC HEARING DATE: _____

- APPROVED
- DENIED

CONDITIONS:

Attachment: In Home Business 14932 Southern Crossing Street (2589 : Special Use Permit - In-Home Business)

Special Use Permit Application Supporting Documentation

Name of Business: Crave Sweets

Applicant/Permit Holder: Adrinna Harley

This will be a home-based baking business creating custom, decorated cookies and cakes. The proposed hours for creating the baked goods will be: Monday through Friday, 9am until 5:30 pm and Saturday, 9am – 12pm. Goods may be delivered by me or picked up by customers, with an estimate of 3 customers picking up their orders per week. The client base will be families ordering cookies or cakes for their celebrations. There will be no changes to the house's structure.

201502110010966

Prince William County, VA Pgs:1
2/11/2015 1:31:42 PM
Michèle B. McOuige, Clerk

CERTIFICATE OF ASSUMED OR FICTITIOUS NAME
Commonwealth of Virginia

This is to certify that the below named person, partnership, limited liability company or corporation intends to conduct or transact business under an assumed or fictitious name in the County of Prince William.

1. The ASSUMED OR FICTITIOUS NAME of business:

NAME: **CRAVE SWEETS**

2. The above business is owned by the following entity type:

- SOLE PROPRIETORSHIP (Complete A below) PARTNERSHIP (Complete B below)
- LIMITED LIABILITY COMPANY (Complete C below) CORPORATION (Complete C below)

A. NAME OF OWNER: **ADRINNA RENEE HARLEY**

RESIDENCE ADDRESS: **14932 SOUTHERN CROSSING ST., HAYMARKET, VA 20169**

POST OFFICE ADDRESS:

B. NAME OF PARTNERSHIP:

OFFICE ADDRESS:

POST OFFICE ADDRESS:

- (1) Is this a domestic general partnership? NO YES. If YES, complete the Statement of Partners.
- (2) Is this a foreign general partnership? NO YES. If YES, complete the Statement of Partners.
- (3) Is this a domestic limited partnership? NO YES. If YES, a certified copy of this certificate must be filed with the State Corporation Commission. § 59.1-70.
- (4) Is this a foreign limited partnership? NO YES. If YES, indicate the date of the certificate of registration to transact business in the Commonwealth of Virginia issued by the State Corporation Commission:

C. NAME OF CORPORATION LIMITED LIABILITY COMPANY:

N/A

OFFICE ADDRESS:

POST OFFICE ADDRESS:

- (1) A corporation or limited liability company must file a certified copy of this certificate with the State Corporation Commission. § 59.1-70.
- (2) Is this a foreign corporation or a foreign limited liability company? NO YES. If YES, indicate the date of the certificate of authority/registration to transact business in the Commonwealth of Virginia issued by the State Corporation Commission:

ACKNOWLEDGEMENT

I certify that the foregoing is true and correct to the best of my knowledge and belief.

Sole Proprietorship

ADRINNA RENEE HARLEY

NAME OF OWNER

Adrinna R. Harley

SIGNATURE OF OWNER

Partnership

NAME OF GENERAL PARTNER

SIGNATURE OF GENERAL PARTNER

Corporation

NAME OF PRESIDENT

SIGNATURE OF PRESIDENT

Limited Liability Company

NAME OF MEMBER/MANAGER

SIGNATURE OF MEMBER/MANAGER

[] City [x] County of Prince William State of Virginia

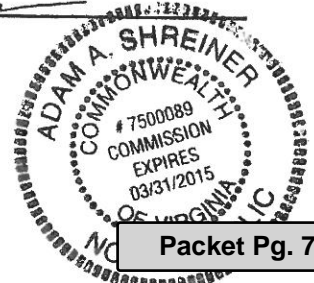
Subscribed and acknowledged before me by ADRINNA RENEE HARLEY, this 9 day of February, 2015

My commission expires March 31, 2015

Adam A. Shreiner
[] CLERK/DEPUTY CLERK [x] NOTARY PUBLIC

Registration # 7500084

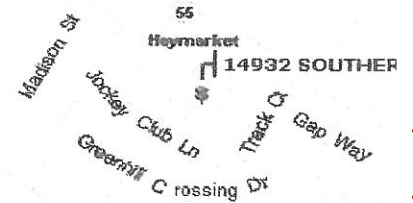
A COPY TESTE
PRINCE WILLIAM COUNTY
CLERK OF COURT
BY: *Adam A. Shreiner*
Deputy Clerk



Attachment: In Home Business 14932 Southern Crossing Street (2589 : Special Use Permit - In-Home Business)

14932 SOUTHERN CROSSING ST HAYMARKET, VA 20169-4908

Status: ACTIVE
List Price: [REDACTED]
Ownership: Fee Simple - Sale
BR/FB/HB: 4/2/1
Lot AC/SF: 0.10 / 4,190.00
Lvls/Fpls: 3 / 1
Tot Fin SF: 3419
Year Built: 2005
Total Tax: \$4,865
Tax Yr: 2008
Ground Rent:
Style: Colonial
Type: Detached



©2009 Microsoft Corp. ©2008 NAVTEQ, and/or Tele Atlas, Inc.

Legal Sub: Haymarket Station
Adv. Sub: Haymarket Station
Model: BROWNING

HOA Fee: \$75.00/ Monthly
C/C Fee: /
Other Fee: /
C/C Proj Name:

Tax Map:
Liber:
Folio:
Parcel:
Block/Square:
Lot: 38
Map Coord: 3J11
Area:

	Total	Main	Upr1	Upr2	Lwr1	Lwr2	Schools:
BR:	4	0	4	0	0	0	ES: TYLER
FB:	2	2	0	0	0	0	MS: BULL RUN
HB:	1	1	0	0	0	0	HS: BATTLEFIELD

Master Bdrm:	16	x	20	Upper 1	Fifth Bdrm:		Rec Rm:	35	x	15	Lower 1			
Master Bdrm 2:					Living Rm:	12	x	12	Main	Den:	12	x	12	Main
First- Bdrm:					Dining Rm:	11	x	7	Main	Library:				
Second Bdrm:	12	x	9	Upper 1	Kitchen:	13	x	11	Main	Sitting:				
Third Bdrm:	10	x	10	Upper 1	Brkfst Rm:	12	x	6	Main	Othr Rm 1:				
Fourth Bdrm:	11	x	11	Upper 1	Family Rm:	15	x	18	Main	Othr Rm 2:				

Othr Rm 3:
Foyer : Main
Garage: Main
Carpport:
Unfinished:

Exterior: Fenced-Fully, Fenced-Rear, Patio

Exterior Const: Vinyl Siding

Other Structures: Above Grade, Below Grade

Lot Desc:

Basement: Yes, Fully Finished, Rear Entrance, Walkout Stairs

Parking: Drvwy/Off Str, Garage

Heating System: Forced Air

Water: Public

Cooling System: Ceiling Fan(s), Central A/C

Sewer/Septic: Public Sewer

Appliances: Cooktop, Cooktop-Down Draft, Dishwasher, Disposal, Exhaust

Fan, Ice maker, Microwave, Oven-Wall, Oven/Range-Gas, Refrigerator

Amenities: Auto Gar Dr Opn, Crown Molding, FP Glass Doors, Granite Counters, MBA/Sep Shwr, MBA/Sep Tub, MBR-BA Full, Master Walk-in Closet, Shades/Blinds, Sump Pump, Tub-2 + person, Tub-Soaking, Wood Floors

HOA/C/C Fee Includes: Lawn Maintenance, Management, Snow Removal, Trash Removal

HOA/C/C Amenities: Common Grounds

List Date: 31-Mar-2009

Update Date: 26-Apr-2009

DOM-MLS: 42

DOM-Prop: 42

Remarks: Agents: Relo sale. Not a foreclosure or short sale. Seller bringing cash to settlement. Expect counter offer to any offer below list price. Sellers need settlement on or AFTER June 26. Write offers w/ Prudential Relocation as seller. **Very sick cat in MBR. Do not startle or pet.*** Friendly dogs caged in basement. Please leave card.

Directions: From Route 29 in Gainesville; follow Route 55 (John Marshall Hwy) to Haymarket; Left on Coach; Right on Caboose; Left on Southern Crossing--house on left.

Show Instructions: Call 1st-Owner, Call 1st-Pet, Lockbox-Frnt Dr, Lockbox-Sentrilock, Sign on Property, All Days, 10 AM - 7 PM

Listing Co: LONG & FOSTER REAL ESTATE, INC., LNG222

Listing Agent: CHRIS ANN CLELAND

Office: (571) 261-1400

Owners: Collins

Show Contacts: Sherry Collins, Jason Collins

Sub Comp: 0

Buy Comp: 3

Add'l:

Dual: N

Phone: (571) 261-1400

Home: (703) 402-0037

Pager:

Fax: (571) 261-1511

Fax: (703) 392-1359

Cell: (703) 402-0037

Home:

Home: (703) 753-4867

DesR: Y

VarC: N





Fairfax County Times • Loudoun Times-Mirror
 Fauquier Times-Democrat & Fauquier Times-Democrat Weekend
 Gainesville Times • Culpeper Times • Rappahannock News

I authorize this advertisement to appear in the products on the scheduled dates listed herein. X _____ Date _____

TOWN OF HAYMARKET 15000 WASHINGTON ST STE 100 HAYMARKET VA 20169 (703)753-2600 jpreli@townofhaymarket.org		Account: 309099 Ad Number: 4423480 Source: EMAIL Size: 3 X 2.5 Sales Rep: JCLG Words: 118 Lines: 51
<i>Cost of Ad</i>	<i>Payments</i>	<i>Total Due</i>
130.00	0.00	130.00
Class: LGS LEGALS		SubClass: 492 PUBLIC NOTICES
Description: SUP 2015-002		
GVTC and PWTC Class	Oct 21,28	
Web Ads Class	Oct 21,28	
Market Place Classified	Oct 21,28	

AD MAKEUP NOTES



NOTICE OF PUBLIC HEARING

KINDLY TAKE NOTICE, that the Town Council of the Town of Haymarket will hold a public hearing on Monday, November 2, 2015 beginning at 7:00 pm at the Town Hall, 15000 Washington Street, #100, Haymarket, Virginia 20169 regarding a special use permit application, #SUP 2015-002. The application is for an in-home business to be located at 14932 Southern Crossing Street, Haymarket, VA 20169.

The hearing is being held in a public facility believed to be accessible to persons with disabilities. Any person with questions on the accessibility to the facility should contact the Town Clerk at the above address or by telephone at (703) 753-2600.

**TOWN COUNCIL & PLANNING COMMISSION,
 TOWN OF HAYMARKET, VIRGINIA**

Attachment: TC Ad Confirmation (2589 : Special Use Permit - In-Home Business)



TO: Town of Haymarket Town Council
SUBJECT: Alzheimers Awareness Month
DATE: 11/02/15

ATTACHMENTS:

- Proclamation - Alzheimer's Awareness Month (PDF)



Proclamation

A Proclamation to Observe Alzheimer's Awareness Month

WHEREAS, Alzheimer's Disease is a progressive degenerative disease of the brain causing deterioration in memory and thinking, as well as judgment and reasoning ability; it also affects behavior, emotions and the ability to perform day-to-day task; and

WHEREAS, according to the Center for Disease Control and Prevention, Alzheimer's is the only disease among the top 10 causes of death in the United States that cannot be prevented, cured or even slowed.

WHEREAS, according to the Center for Disease Control and Prevention, Alzheimer's is the 6th leading cause of death for older adults in the United States; and

WHEREAS, according to the Center for Disease Control and Prevention, every 67 seconds someone in the United States develops Alzheimer's and there are more than 5.1 million men and women living with Alzheimer's in the United States today.

WHEREAS, the state of Virginia recognizes individuals, families, friends and caregivers dealing with the devastating effects of Alzheimer's disease, the researchers who are seeking a cause and cure, and the educational programs and support services provided by Virginia's Alzheimer's organizations;

NOW, THEREFORE, be it proclaimed that the Town Council of Haymarket, Virginia does hereby recognize the month of November 2015 as Alzheimer's Awareness Month and ask all citizens to join in observance of this disease that has or will impact each and every one of our lives.

In Witness Whereof, this 2nd day of November, 2015

David M. Leake
Mayor

Steve Aitken
Vice Mayor

Joseph R. Pasanello
Councilman

Kurt W. Woods
Councilman

Matt Caudle
Councilman

Susan Edwards
Councilwoman

Chris Morris
Councilman



TO: Town of Haymarket Town Council
 SUBJECT: Town Manager's Report
 DATE: 11/02/15

Action Items:

Harrover Master Plan:

- Mr. Carpenter of Sympoetica will be present to present the Draft Harrover Master Plan based upon the preferred alternatives identified by the Council.

Closed Session about Street scape litigation:

- Council will be briefed by Mr. Bob Dively (Land-use Attorney) regarding the litigation regarding a taking during the Street scape project.

Charter Change Direction:

- I am looking for direction on the Draft Charter Change.
- The changes are significant and our Attorney will be prepared to explain the reasons for the changes, however at this point I am looking for direction as to what is the pleasure of the Council in moving forward for both staff and our Attorneys.
- Mr. Crim has determined that the deadline for filing with the General Assembly is January 1st for pre-filing.

60-Day Action Plan:

- I just need to follow up with the Council on moving forward with the drafted 60-Day action plan that was asked of me during the fall retreat.
- The dates will need to be shifted, but it is my belief that we can still accomplish the goals identified before the end of the year and many have continued.
- I am seeking direction from the Council to proceed or identify any additions to the plan that are not included.
- I have included the draft an s reminder.

Updates:

Speed Indicator Signs:

- I have received the quote from our vendor and the cost is under our adopted Spending Policy, therefore I will be authorizing the expenditure of funds to purchase the equipment and will authorize the installation upon arrival and VDOT approval.

Sidewalk Repairs:

- I am working with Genesis on getting some needed sidewalk repairs throughout the Phase II (original section) of the Streetscape work.
- We have walked the entire section and identified priorities. The priorities do not include all repairs, but addresses "trip hazards" and safety concerns. Some areas have sunken over time, but do not currently pose a threat to safety and have remained in tack. On a preliminary assessment we believe these repairs can be made within a day or two.
- At this time of this report, I am awaiting an estimate and will authorize the work to commence with a work order, barring not exceeding the Spending Policy.
- This work would not in the crosswalks at this time, these repairs will be planned for the spring when warmer weather returns. This is stamped asphalt and all the crosswalks will be addressed

during that time.

Town Center Project:

- The architect continues to refine the layout of the floor plan and will be finalizing within the week by working with staff.
- The architect met with the ARB Wednesday, October 21st and presented three different conceptual drawings of the Façade. The meeting was productive and was designed to arrive at a distinctive style for the building.
- The architect, now having a desired style will work up three variations of the desired style present to the ARB next month and the ARB will forward their top two recommendations to the Council.
- Site Plan, comments have been sent out to the Engineer.
- At this time, we are starting to work with our consultants and staff to pick up the pace so that we can move forward with the project.
- Once determined by the Council as to the desired direction with regard to moving forward, I will work with staff, tenants and our consultants to present to you options with regard to relocations and maintaining Town services. This may require us to move the Town Office down to the Old PD at the Harrover Property.

Quiet Zone:

- The committee is moving forward on these next steps and will approach PWC officials about possible funding for the POI installation at the Thoroughfare RR Crossing.
- I have come up with a brief history and initiative breakdown for your information.
- The Council needs to have discussion with regard to moving forward with the railroad to begin the Engineering process for the Power Out Indicators at Thoroughfare Rd. or delaying to seek additional funding options.

PC Training Update:

- We have registered for a local training event being put on by the Berkley Group and Sharon Pandak. Below is information. This is a one cost registration fee and we can send as many representatives as we would like. At this time we have 6 planning on attending, if you would like to attend please let me know as soon as possible. Below is what is scheduled to be presented and discussed. This is an excellent training opportunity for both Planning Commissioners and Council members and staff.
 - The Berkley Group, in partnership with Sharon Pandak (a premier Virginia land use attorney), is pleased to announce a Planning Commission workshop that will be conducted on November 5th from 1-4pm, at the Center for the Arts at Hopkins Candy Factory in Manassas (9419 Battle Street). Snacks and drinks will be provided.
 - This training was requested by several localities after May's BZA workshop, and is being offered to your locality's Planning Commissioners and planning staff. The training is geared toward Planning Commission land use matters and duties.
 - This training will act as a primer for Planning Commission members and should not be considered a substitute for the Certified Planning Commissioner Program offered by the Land Use Education Program (LUEP).
 - This training will cover topics including:
 - Legislative Authority
 - Comprehensive Plan
 - Zoning
 - Subdivision
 - Due Process
 - Case law
 - Other Land Use Tools

Information Item (ID # 2592)

Meeting of November 2, 2015

Planning ▪ CIP
 ▪ Proffers
 ▪ Impact fees
 ▪ Overlay Districts
 ▪ More!
Commission Duties & Responsibilities

ATTACHMENTS:

- 2- Draft 60 Day Action Plan (Nov. & Dec. 2015) (PDF)

2015 Retreat Follow Up: 60 Day Action Plan
November:

Town Center:

- Finalize the Town Center Office Layout with Architect.
- Have the Architect work with ARB to go over façade improvements and complete re-facing of the Town Center building.
- Return Preliminary Site Plan Comments to Engineers (First week of October)/ Continuing moving on finalizing site plan for overall Town Center.

Harrover Master Plan:

- Council submits recommendations to Consultant (Sympoetica) to finalize the development of Harrover Master Plan.
- Consultant presents the Master Plan to Council and appointed boards (October or November Work Session)

General Tasks:

- Develop Fact Sheets- This would include current projects and provide a summary of each.
- Finalize Process Sheets for Planning and Development (Completed in November, 2015)
- Authorize Berkley Group to commence the overhaul of the Zoning, Comprehensive Plan, Subdivision, Phase I which will address the Zoning Ordinance.
- Set up training opportunity for ARB through the Virginia Department of Historic Resources.
- Encourage attendance to PC training in November being offered to the region by The Berkley Group and Sharon Pandak (Land Use Attorney).
- Formulate Citizen Satisfaction Survey (Sent to residents late October, receive surveys in November)

Administrative:

- Begin crafting an appointment procedure and membership performance standard for appoint boards.
- Craft Special Request for monetary donations policy.
- Address effectiveness of the Committees and make recommendations to Council.

December:

- Collect Citizen Satisfaction Surveys and begin analysis.
- Generate a report for Council based upon survey results from the Citizen Satisfaction Surveys.
- Hold the first ever Haymarket Open House.
- Use the Open House to begin the process of creating a Citizen Academy for Town residents.
- Begin the early stages of Fiscal '16-'17 budget. Begin the process of transforming into a Performance Based Budget.
- Have an open discussion with Council with how to create a Volunteer Bank for the Town and what the Town is wishing to include more volunteerism in on with regard to Town functions.
- Begin crafting a Quarterly Action Plan by utilizing the Strategic Action Plan and working actively with the Council and committees. The Council would adopt proposed action plan therefore providing direction to staff for quarterly priorities. This process would begin in January 2016 (1st Quarter).



TO: Town of Haymarket Town Council
SUBJECT: Refunding Overpayments
DATE: 11/02/15

The Town has been erroneously assessing and collecting a Meals Tax late fee of 10% per month since 2007. The Town Ordinance however only mentions a 1% per annum penalty. A refund is needed for only three businesses affected by this erroneous penalty, totaling \$298.59. Please find attached the Resolution for this matter.

Recommended Motion

Move to adopted Resolution #2015-015 directing the Treasurer to refund excess meals tax late fees and to authorize the treasurer to issue any refund up to \$2,500 as a result of an erroneous assessment.

ATTACHMENTS:

- Resolution to Refund Meals Tax Late Feesv3 (PDF)

RESOLUTION 2015-015

**RESOLUTION OF THE TOWN OF HAYMARKET TOWN COUNCIL
TO DIRECT THE TREASURER TO REFUND EXCESS MEALS TAX LATE FEES
AND TO AUTHORIZE THE TREASURER TO ISSUE ANY REFUND UP TO
\$2,500 AS A RESULT OF AN ERRONEOUS ASSESSMENT**

WHEREAS, the Town is authorized pursuant to Virginia Code § 58.1-3840 to collect a meals tax and, pursuant to Town ordinance Sec. 42-186 to assess and collect a 1% per annum late fee; and

WHEREAS, the Town's previous meals tax declaration form erroneously indicated that the late fee was 10% per month; and

WHEREAS, the aforesaid error on the meals tax declaration form has been corrected; and

WHEREAS, the Treasurer has informed the Town Council that prior to such correction, this error on the form affected three businesses in the Town, resulting in the payment of late fees in excess of what was owed in the total amount (for all three businesses) of Two Hundred Ninety Eight Dollars and 59/100 (\$298.59); and

WHEREAS, Virginia Code § 58.1-3981(A) permits the Town Council to direct the Treasurer to refund excess assessments; and

WHEREAS, Virginia Code § 58.1-3981(A) further permits the Town Council to authorize the Treasurer to approve and issue any refund up to \$2,500 as a result of an erroneous assessment;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Haymarket, meeting in regular session this 2nd day of November, 2015, that the Council does hereby direct the Treasurer to refund to each of the three businesses respectively the excess late fees paid by them, such fees totaling \$298.59; and

BE IT FURTHER RESOLVED that the Treasurer is hereby authorized to approve and issue any refund up to \$2,500 as a result of an erroneous assessment.

Done this 2nd day of November, 2015.

ORDER OF THE COUNCIL

David Leake, Mayor
On Behalf of the Town Council of

Attachment: Resolution to Refund Meals Tax Late Feesv3 (2611 : Refunding Overpayments)

Haymarket, Virginia

ATTEST:

Jennifer Preli, Town Clerk

MOTION:

SECOND:

Votes:

Ayes:

Nays:

Abstain:

Absent:

Attachment: Resolution to Refund Meals Tax Late Feesv3 (2611 : Refunding Overpayments)



TO: Town of Haymarket Town Council
 SUBJECT: Caboose Enhancement Project - Award of Contract
 DATE: 11/02/15

BACKGROUND

- The Town received an Enhancement Grant for Access Improvements to the Southern Railway Caboose VDOT #EN10-233-112, N501, P101 UPC #97839 in the amount of \$42,750, of which \$34,000 is the maximum reimbursable amount to the Town. The amount reimbursable to the Town will be reduced by VDOT expenses (reviews and oversight during construction).
- The grant covers the Engineering and Construction for ADA compliant decking, stairs, landscaping and informational placards.
- When preparing the construction bid, the Town and VDOT realized the information placards would need to be sole-sourced and the decision was made to separate these out and purchase/install these placards under a separate construction project. The approximate cost of these informational placards is \$5,200.
- The construction project was advertised for construction for the decking, stairs and landscaping.
- No bids were received on the advertisement. After much coordination, the Town reached out to Genesis Contracting and Consulting, Inc., the only company that requested plans and bid documents, to provide a bid.
- On September 23, 2015, the Town received one bid from Genesis Contracting and Consulting, Inc. in the amount of \$24,407.00
- On October 28, 2015, VDOT approved the Request to Award to Genesis Contracting and Consulting, Inc. in the amount of \$24,407.00
- The total estimated construction project costs including the construction bid, contingency, construction engineering & inspection and VDOT oversight is \$27,421.27.

GRANT FUNDING BREAKDOWN

- As of VDOT has charged \$5,022 against the project, leaving \$____ of grant funding available.
- With a total estimated construction project cost of \$27,421.27, \$____ would be reimbursable to the Town.
- This leaves \$ of grant funding available to provide informational placards, \$____ of which would be reimbursable to the Town.

STAFF RECOMMENDATION

- Staff recommends the Town Council pass a motion to award the construction contract of the Access Improvements to the Southern Railway Caboose to Genesis Contracting and Consulting, Inc. in the amount of \$24,407.00.

DRAFT MOTION(S):

1. I move that the Town Council award the construction of the Access Improvements to the

Southern Railway Caboose, VDOT #EN10-233-112, N501, P101 UPC #97839 to Genesis Contracting and Consulting Inc, for the amount of \$24,407.00 and direct the Town Manager to sign the Contract on behalf of the Town Council.

Or,

2. I move an alternate motion.

ATTACHMENTS:

- 02- Genesis Bid Form (PDF)
- 03 - Caboose Contract (PDF)

TOWN OF HAYMARKET
ACCESS IMPROVEMENTS TO THE SOUTHERN RAILWAY CABOOSE
INVITATION FOR BID NO. FEB 20140821

Genesis Contracting and
Consulting, LLC
15000 Washington St. Suite 200
Haymarket, VA 20169

I. DECLARATION:

COMPANY NAME OF BIDDER: _____

I/We, the undersigned, declare no other person, firm or corporation has interest in this Proposal; that I/we have carefully examined any/all documents pertaining to the Contract and thoroughly understand the contents thereof; that Plans, Standard Specifications, Supplemental Specifications, Special Provisions, Addenda, and all other documents form a part of this Proposal as if set forth in length herein; that I/we have familiarized ourselves with the location and degree of the proposed work; I/we agree to bind myself/ourselves, upon award, to enter into and execute a Contract, with necessary surety bonds, for the Contract named above; I/we agree to furnish all necessary materials, labor, and equipment, pay for all required insurance, bonds, permits, fees, and service, and do all required work in strict compliance with the terms of all documents constituting said Contract, and to accomplish the work described in the Contract Documents on the following basis:

I/We, the undersigned, understand the attached Summary of Prices submitted herein as a part of this Bid is incorporated by reference and made a part hereto and any quantities of work as shown unless designated as plan quantity are estimated by the Engineer and are approximate only and may be greater or less, and offer to do the work, based on this estimate of quantities, at the UNIT prices stated on the Summary of Prices, unless such quantities change as a result of authorized changes by the Engineer; in which case the compensation will increase or decrease at the Unit Price times the quantities of the item of work performed. The Summary of Prices shall be good for a period of at least forty-five (45) days after date set for receipt of bids unless this period is extended by the Bidder.

I/We, the undersigned, declare to final completion of all the work and Contract requirements for the ACCESS IMPROVEMENTS TO THE SOUTHERN RAILWAY CABOOSE, as full compensation for the satisfactory prosecution of the Project in amount set forth below:

Twenty Four thousand Four hundred dollars 00/100
(In Words)

Dollars (\$ 24,407) which is determined by multiplying the appropriate estimated quantities by the appropriate unit prices quantity items as set forth in the attached Summary of Prices.

Attachment: 02- Genesis Bid Form (2612 : Caboose Enhancement Project - Award of Contract)

II. CERTIFICATONS:

The undersigned Bidder acknowledges and certifies:

FIRST: To begin actual site Work within fifteen (15) calendar days as indicated in the written "Notice to Proceed" from the Town to the Contractor and to prosecute said Work in such a manner as to final completion of any/all Work, including punch list Work and other contractual requirements set by the Contract on/before **December 31, 2015**.

AMEND
1/27/15

SECOND: The Bidder acknowledges the receipt of Addenda Numbers ADI-1 through ABA and also acknowledges that such Amendment/Addenda reflect any/all changes/revisions to specifications/plan sheets.

THIRD: The Bidder acknowledges the Town reserves the right to assess Liquidated Damages in the amount of **\$350 per day** for each calendar day after **December 31, 2015** in which the Project and all Contract requirements remain incomplete.

III. BID REPRESENTATION:

I/We, represent that in preparation and submission of this Bid, I/we did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I/We, certify this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I/we understand collusive bidding is a violation of the State and Federal law and can result in fines, prison sentences, and civil damage awards.

I/We hereby certify if awarded a Contract will not, by any means violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

Attachment: 02- Genesis Bid Form (2612 : Caboose Enhancement Project - Award of Contract)

IV. SIGNATORY AND EXECUTION:

I/We, hereby acknowledge responses to the any reorientations, certifications, and other statements are, accurate and complete and conform to the requirements of Title 54, Chapter 11, of the Virginia, pertaining to registration. I/We, agree to abide by all conditions of the Contract for which I/We are bidding and certify as authorized to sign this bid on behalf of the Bidder.

Bidder is (Check one): Individual () Partnership () Corporation ()

Company Address: _____

Name of Partners: _____
(if partnership)

Genesis Contracting and Consulting, LLC
15000 Washington St. Suite 200
Haymarket, VA 20169

State of Incorporation: (if corporation) _____

Organized under the laws of the State of Virginia

Name and Street Address of Registered Agent or person authorized to accept service of process on behalf of the entity

Street Address of Principal place of business 15000 Washington St. #200

Attach to this form the names and addresses of all persons having an ownership interest of 3% or more in the Company:

SIGNATURE:

Marc J. Moshiaes
Authorized Representative

By: MARC J. MOSHIAES
(Typed/Printed Name of Bidder)

Title: OWNER

Date of Bid: 9-3-15

Phone Number: 703-501-2377

Fax Number: N/A

Electronic (E-Mail): MARC@GENESISLLC.COM

Virginia Contractor Registration No. 2705129600 Expiration: 06-30-2017

Attachment: 02- Genesis Bid Form (2612 : Caboose Enhancement Project - Award of Contract)



TOWN OF HAYMARKET
15000 Washington Street, Suite 100
Phone: (703) 753-2600 Fax (703) 753-2600

**TOWN OF HAYMARKET
CONSTRUCTION CONTRACT**

CONTRACT NO.: IFB20140821

SUBJECT: ACCESS IMPROVEMENTS TO THE SOUTHERN RAILWAY CABOOSE

Between:

**TOWN OF HAYMARKET
15000 WASHINGTON STREET, SUITE 100
HAYMARKET, VIRGINIA 20169
(703) 753-2800**

And the Contractor:

**TEL.:
FAX:
REPRESENTATIVE:**

E-mail:

This Contract made is entered into this ____ day of _____, 2015, by and between the Town of Haymarket, Virginia, (“Owner” or “Town of Haymarket”) and _____ (“Contractor”) for project entitled: Access Improvements to the Southern Railway Caboose, identified herein, on the following terms and conditions.

Attachment: 03 - Caboose Contract (2612 : Caboose Enhancement Project - Award of Contract)

The Contractor agrees for the consideration herein mentioned, and at his, its or their own proper cost and expense, shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other services and supply all other things necessary, to fully and properly perform and complete the work required under the Contract in the manner and to the full extent as set forth in the plans, standard specifications, supplemental specifications, general special provisions, Contract Special Provisions, VDOT Copied Notes, VDOT special provisions, and other documents related to said Contract which are on file at the office of the Owner and which are hereby adopted and made part of this Contract as completely as if incorporated herein, and to the full satisfaction of the Owner or its duly authorized representative who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under this Contract.

A. Definitions

As used in this Contract the terms are defined as follows:

- Owner:** Town of Haymarket
- Contract Administrator:** Town of Haymarket Engineer
- Engineer:** Town of Haymarket Engineer
- Contractor:** _____, whose authorized representative is _____, President, who is responsible for the performance obligation of the Contractor under this Contract.
- VDOT:** Virginia Department of Transportation

Contract: The written instrument used for signature and execution which binds the Town of Haymarket and Contractor and is evidence of mutual understanding and agreement between the Parties. The Contract Agreement expressly incorporates and enumerates any documents therein and referred to as the “Contract Documents”.

Contract Documents: The Contract Documents are complimentary, and what is required by one shall be binding as if required by all. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work, including without limitation, all labor, materials, equipment and furnishings required in connection therewith. Such incorporated documents customarily include but not limited to; Contract Special Provisions, Special Provision Copied Notes, the Plans, Town of Haymarket Purchasing Regulations, Contractor bid response, General Conditions, Supplemental General Conditions, VDOT Road and Bridge Specifications, Special Conditions, Plans, Insurance coverages/policies, bonds, Specifications, and all Modifications, including Addenda and subsequent Change Orders.

B. Precedence and Coordination of Documents

The VDOT Road and Bridge Specifications, the Supplemental Specifications, Contract Special Provisions, Special Provision Copied Notes, the Plans, Town of Haymarket Purchasing

Regulations, and all supplementary documents are essential parts of the Contract and any requirement occurring in one is as binding as though occurring in all. They are intended as complementary to describe and provide for completion of all the work. In case of a discrepancy, calculated dimensions, unless obviously incorrect, will govern over scaled dimensions. The following documents will take precedence in the order listed; with item #1 ranked the highest precedence:

1. The executed Contract Agreement between Parties
2. Addenda, issued prior to receipt of bids
3. Contract Special Provisions
4. The Plans
5. Supplemental Specifications
6. Town of Haymarket Purchasing Regulations
7. Special Provision Copied Notes
8. VDOT Road and Bridge Specifications
9. VDOT Road and Bridge Standards
10. Contractor's Bid Response

C. Incorporation of Documents

The Contract Documents consist of this Contract, any/all laws, requirements and regulations, the Plans, VDOT Road and Bridge Specifications, VDOT Road and Bridge Standards; Supplemental Specifications, General Special Provisions, Contract Special Provisions, Geotechnical Report, Technical Special Provisions, VDOT Copied Notes, VDOT Special Provisions, Invitation to Bid as amended by addenda, Contractor Qualification Statement, Contractor's Bid Response, List of Subcontractors, Performance Bond, Labor and Materials Payment Bond, Progress Schedule, and Contractors Certificates of Insurance. Such documents for the Contract are as fully a part thereof as if attached to this Contract Agreement or repeated herein.

D. Statement of Work

Generally, the project consists of construction of an observation deck, stairs and landscaping for the Southern Railway Caboose located in the Town of Haymarket, Virginia. All work will be performed in accordance with the approved project plans and bid documents. The completed project must meet any and all requirements for final acceptance by the Virginia Department of Transportation.

E. Time of Commencement and Completion

The Contractor hereby acknowledges time is of the essence to the Contract. The Contractor agrees to begin site work not later than thirty (30) days after the written Notice-to-Proceed and to finally complete the entire work including, all punchlist work resulting from the final inspection by VDOT and the Town of Haymarket, by **December 31, 2015**. The Contractor hereby declares that the Contract Time is sufficient to assure timely final completion of the Work.

F. Liquidated Damages

The Contractor agrees and understands that Liquidated Damages in the amount of **three hundred fifty dollars and zero cents (\$350.00) per day**, will be assessed against the Contractor on this project for each day beyond **December, 31, 2015**, in which the work including punchlist items, all submittals and all other contractual requirements whatsoever under this project remain incomplete.

G. Contract Amount

In return for the services identified above and in the Contract Documents, the Town of Haymarket certifies sufficient funds are budgeted and appropriated and shall compensate the Contractor in accordance with Contractor's Schedule of Unit Prices, proposal dated, _____, in the estimated total bid amount of: (\$ _____) which is determined by multiplying the appropriate estimated quantities by the appropriate unit prices as set forth in the Schedule of Unit Prices. The Town of Haymarket will make actual payment for actual quantities, which have been verified by the Engineer.

The Town of Haymarket agrees to pay the Contractor for all items of work performed and accepted by the Town of Haymarket based upon the estimate of quantities at the Unit Prices as stated on the Schedule of Unit Prices, bid in the Proposal submitted by the Contractor and subject to the conditions set forth in the Contract Documents.

H. Examination of Records

Contractor agrees the Town of Haymarket or any of its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the Subcontractor agrees the Town of Haymarket or any of its duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such Subcontractor involved in transactions related to the subcontract. The term "subcontract" as used in this clause excludes subcontractors or purchase orders for public utility services at rates established for uniform applicability to the general public. The periods of access and examination described above shall continue until any litigation or claims shall have been finally disposed of.

The Contractor shall maintain books; records and accounts of all costs in accordance with generally accepted accounting principles and practices. The Town of Haymarket or its authorized representative shall have the right to audit the books, records and accounts of the Contractor.

These provisions for an audit shall give the Town of Haymarket unlimited access during normal working hours to the Contractor's books and records. The Contractor shall allow the Town of Haymarket the right to interview any of the Contractor's employees.

The Town of Haymarket will make all payments required of it under this Contract subject to audit, under circumstances stated above, which audit may be performed at the Town of Haymarket's option, either during the Contract time period or during the above record retention time period. Regardless of authorization, approval or acceptance, signatures or letters which are given by the Town of Haymarket and are part of the Town of Haymarket's control systems or are requested by the Contractor, the payments made under this Contract shall not constitute a waiver of the Town of Haymarket's right to audit, nor shall payments constitute a waiver or agreement by the Town of Haymarket that it accepts as correct the billings, invoices or other charges on which the payments are based. If the Town of Haymarket's audit produces a claim against the Contractor, the Town of Haymarket may pursue all its legal remedies even though it has made all or part of the payments required by this Contract.

If such audit discloses an overpayment, the Contractor shall have the obligation to reimburse the Town of Haymarket for the amount of the overpayment. The Town of Haymarket's right to reimbursement from the Contractor of the overpayment and the duty of the Town of Haymarket and the Contractor to make reimbursements or payments as described in this Article shall not be terminated or waived until the Town of Haymarket has completed its audit.

I. Subcontractor Payment Provisions

In the event the Contractor utilizes a subcontractor for any portion of the work under this Contract, the Contractor hereby agrees to the following:

1. The Contractor shall take one (1) of the two (2) following actions within seven (7) days after receipt of amounts paid to the Contractor by the Town of Haymarket for work performed by a subcontractor under the Contract.
 - a. Pay a subcontractor for the proportionate share of the total payment received from the Town of Haymarket attributable to the work performed by that subcontractor under the Contract; or
 - b. Notify the Town of Haymarket and any subcontractors, in writing, of its intention to withhold all or a part of a subcontractor's payment with the reason for nonpayment.
2. The Contractor is obligated to pay interest to a subcontractor on all moneys owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the Town of Haymarket for work performed by a subcontractor under the Contract, except for amounts withheld under subsection 1(b) of this section. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the provisions of this section may not be construed to be an obligation of the Town of Haymarket. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.
3. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

4. The Contractor is hereby required to include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements set forth in subsections 1, 2 and 3 of this section with respect to each lower-tier subcontractor.

J. Employment Discrimination for Contracts Over \$10,000

1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Contractor will include the provisions of the foregoing paragraphs a, b, and c in every Subcontract or purchase orders over \$10,000.00, so the provisions is binding upon each Subcontractor or Contractor.

K. Modifications or Changes to This Contract

The Town of Haymarket shall have the authority, without notice to any sureties, to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated a "Change Order" and signed by the Contract Administrator. Such orders are limited to reasonable changes in the supplies, services or work performed or the time of performance; provided the Contractor shall is not excused from performance under the changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

Contractor need not perform any work described in any Change Order unless it has received a written certification from the Town of Haymarket there are funds budgeted and appropriated sufficient to cover the cost of such changes.

The Contractor shall make a demand for payment for completed changed work within 30 days of completion of Change Order, unless such time period is extended in writing, or unless the Contract Administrator requires submission of a cost proposal prior to the initiation of any changed work or services. No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

Except for change orders as provided above, all other modifications, amendments or revisions to this Contract must be in writing and signed by both the Owner and Contractor.

L. Termination for Convenience of the Town of Haymarket

The parties agree the Town of Haymarket may terminate this Contract or any work or delivery required hereunder, from time-to-time either in whole or in part, whenever the Town of Haymarket shall determine that such termination is in the best interest of the Town of Haymarket.

Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the Town of Haymarket Manager, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

Upon receipt of such Notice, the Contractor shall:

1. Cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
2. Place no further orders with any subcontractors except as necessary to perform portion of this Contract not subject to the Notice; and
3. Terminate all subcontracts except those made with respect to Contract performance not subject to the Notice.

After complying with the foregoing provisions, the Contractor shall submit a termination claim, in no event later than one month after the effective date of their termination, and the Town of Haymarket shall pay to Contractor the amounts determined as follows:

1. With respect to all Contract performance prior to the effective date of Notice of Termination, the total of the unit prices for the work performed.
2. The total sum to be paid shall not exceed the Contract price, as reduced by the amount of payments otherwise made, and as further reduced by the Contract price of services not terminated.

In the event that the Contractor is not satisfied with any payments which shall be determined to be due under this clause, the Contractor may seek remedy to the Town of Haymarket in accordance with the "Claims/Disputes" clause of this Contract.

The Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the Town of Haymarket whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

M. Termination for Default

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

N. Drug-free Workplace Maintained by Contractor for Contracts over \$10,000.00

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by the Contractor it maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase orders of over \$10,000.00, so the provisions are binding upon each subcontractor or contractor.

For the purpose of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

O. Indemnification and Hold Harmless

The Contractor hereby agrees to indemnify and hold harmless the Town of Haymarket, Virginia, its officers, agents and all employees and volunteers, from any and all claims for property damage, bodily injuries and personal injuries to the public, including cost of investigation, all reasonable attorneys fees, and the cost of appeals arising out of any such claims or suits, because of any and all acts of omission or commission of the Contractor, including its agents, Subcontractors, employees and volunteers, in connection with Work under this Contract.

The Contractor further acknowledges and understands that the construction of this project must be performed in accordance with, and pursuant to a Permit which has been granted to the Town of Haymarket. A copy of this permit is attached to these documents.

The Contractor hereby agrees to defend, indemnify and hold the Town of Haymarket; its successors and assigns, from and against all costs, liabilities, damages, fines, mitigation and obligations of any type, resulting from any violation of the terms and conditions of the permit in the Contractor's (or any subcontractor's) construction of the Project.

P. Governing Law

The Contract Documents shall be governed exclusively by the laws of the Commonwealth of Virginia.

The Contractor represents and covenants that the articles, materials and services furnished hereunder will be produced and rendered in accordance with all applicable federal, state and local laws, regulations and orders, including, but not limited to, all applicable environmental

laws, rules, regulations and orders, the applicable provisions of the Fair Labor Standards Act of 1938, as amended, and any applicable unemployment and workers' compensation laws, rules and regulations. The Contractor also covenants and warrants the products and/or services supplied hereunder will comply with all current applicable federal and state Occupational Safety and Health Acts and all current applicable rules, regulations, and standards.

Q. Claims/Disputes Provision

In accordance with Section 2.2-4363, VA Code Ann., this provision shall be followed for consideration and handling of all claims by the Contractor under this contract. Section 2.2-4365, VA Code Ann., is not applicable to this Contract, and under no circumstances is this paragraph to be construed as an administrative appeals procedure governed by Section 2.2-4365, VA Code Ann.

Notice of the intent to submit a claim setting forth the basis for any claim shall be submitted in writing within ten (10) days after the occurrence of the event giving rise to the claim, or within (10) days of discovering the condition giving rise to the claim, whichever is later. In no event, shall any claim arising out of this Contract be filed after the submission of the request for Final Payment by the Contractor.

Claims by the Contractor with respect to this Contract shall be submitted in writing in the first instance for consideration by the Contract Administrator. The decision of the Contract Administrator shall be rendered in writing within fifteen (15) days from the receipt of the claim from the Contractor. If the Contractor is not satisfied with the decision or resolution of the Contract Administrator, the Contractor may file a formal dispute with regards to the claim with the Town Council, which claim shall be received within fifteen (15) days of the date of decision of the Contract Administrator. The Town of Haymarket Town Council shall reduce their decision to writing and shall mail or otherwise furnish a copy of this decision to the Contractor within ten (10) days following the public meeting that the dispute appears on the agenda of the Haymarket Town Council meeting. The decision of the Town of Haymarket Town Council shall be final on behalf of The Town of Haymarket Government.

Should any decision-maker designated under this procedure fail to make a decision within the time period specified, then the claim is deemed to have been denied by the decision-maker. Pending a final determination of a claim, the Contractor shall proceed diligently with the performance of the Work under the Contract.

In accordance with the provisions of Section 2.2-4363, VA Code Ann., full compliance with this procedure set forth in the provision shall be a precondition to the filing of any lawsuit by the Contractor against the Council of the Town of Haymarket arising out of this Contract.

R. Independent Contractor Status

The Contractor is at all times herein acting as an independent contractor in the performance of this Contract, and that the Contractor, his subcontractors, their agents, employees and officers are not employees of the Town of Haymarket for any purposes.

S. Assignability of Contract

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the Town of Haymarket.

T. Ethics in Public Contracting

The Contractor hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act, Sections 2.2-4367 through 2.2-3477; VA. Code Ann., and that all amounts received by it are in accordance with therewith.

U. Immigration Reform and Control Act

The Contractor agrees it will not during the performance of this Contract, violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

V. Integration Clause

Written on this date shown above, this Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the Provision described herein.

**TOWN OF HAYMARKET OF
HAYMARKET, VIRGINIA**

COMPANY NAME,

BY: Authorized Town of Haymarket Representative
Representative

BY: Authorized Contractor

Signature

Authorized Signature

Printed/Typed Name

Printed/Typed Name

Title

Title

ATTEST:

Holly Montague, P.E.
Town of Haymarket

APPROVED AS TO FORM

Town of Haymarket Attorney

Date

Attachment: 03 - Caboose Contract (2612 : Caboose Enhancement Project - Award of Contract)



TO: Town of Haymarket Town Council
SUBJECT: Harrover Property Special Meeting
DATE: 11/02/15

The Mayor is requesting that the Town Council set a special meeting or work session for discussion of the Harrover Property Master Plan.



TO: Town of Haymarket Town Council
SUBJECT: Food Pantry Lease - 14740 Washington Street
DATE: 11/02/15

ATTACHMENTS:

- 2014 Lease - Food Pantry - 14740 Washington Street (PDF)

2014 *WJF*
RED

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "**Lease**") is made and entered into as of the ___ day of _____, 2013, by and between **TOWN OF HAYMARKET**, a municipal corporation of the Commonwealth of Virginia (as the "**Landlord**") and **HAYMARKET REGIONAL FOOD PANTRY**, a Virginia not for profit corporation (as the "**Tenant**"), and is made and entered into pursuant to Section 15.2-2100 of the Code of Virginia, as amended.

1. **Defined Terms.** The following basic and defined terms are hereby incorporated into this Lease by reference (collectively, the "**Basic Lease Terms**"):

Landlord's Address:	Haymarket Town Hall, 15000 Washington Street, Haymarket, Virginia 20168
Tenant's Address:	P.O. Box 132, Haymarket, Virginia 20168
Demised Premises:	Building known as 14740 Washington Street, Haymarket, Virginia 20169, as the same is more fully depicted by Exhibit "A" attached hereto and incorporated herein by reference
Leasable Square Footage:	Not Applicable (Tenant leasing entire building as currently constructed)
Commencement Date:	January 1, 2014
Rent Commencement Date:	January 1, 2014
Lease Term:	Three (3) years from the Rent Commencement Date (See Section 3.A. of Lease).
Expiration Date:	December 31, 2017
Option to Terminate:	By either Landlord or Tenant upon one hundred eighty (180) days prior written notice (See Section 3.B. of Lease).
Rent:	One and 00/100 Dollars (\$1.00) paid annually
Additional Rent:	Shall mean all other expenses and charges for utilities reserved by this Lease and required to be paid by Tenant.
Rent Escalation:	None
Security Deposit:	None
Advance Rent:	None
Utilities:	Subject to the provisions of Paragraph 11 of the Lease to be established in Tenant's name prior to Lease Commencement Date
Use:	Food bank, storage and distribution for non-profit and charitable purposes, related educational classes and other related charitable uses and for no other commercial purpose.
Delivery of Premises:	"As Is", "Where-Is" without any representation or warranty of any kind by Landlord

2. **Demised Premises.**

Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord, upon the following terms and conditions, the Demised Premises.

The Tenant is taking the Demised Premises in its "AS IS" and "WHERE-IS" condition. Tenant has made its own inspection of the Demised Premises and is not relying on any representations of Landlord. Unless otherwise expressly provided in this Lease to the contrary, Landlord is making no representations or warranties concerning the conditions of the Demised Premises or its suitability for Tenant's intended Use or purpose.

3. **Term.**

A. The Lease Term shall commence on the Rent Commencement Date and shall continue for the number of months (or year) defined as the Basic Lease Terms. The term of this Lease shall expire on the last day of the month at the expiration of Least Term. The first "***Lease Year***" during the term hereof shall be the period commencing on the Rent Commencement Date, and shall terminate twelve (12) full calendar months thereafter. Each subsequent Lease Year during the term hereof shall commence on the day immediately following the last day of the preceding Lease Year, and shall continue for a period of twelve (12) full calendar months, except that the last Lease Year during the term hereof shall terminate on the day that this Lease expires or is otherwise terminated.

B. Both Landlord and Tenant shall have the absolute right and option to terminate this Lease (the "***Termination Option***"), provided however, that the party wishing to exercise the Termination Option, shall first provide the party with a notice of termination (the "***Termination Notice***"). For the Termination Notice to be effective, it must have been received by the party not terminating at least one hundred eighty (180) days prior the termination date specified in the Termination Notice. In the event that this Lease is terminated pursuant to the exercise of the Termination Option by either Landlord or Tenant, the termination date specified in the Termination Notice shall be deemed to be the Expiration Date under this Lease.

4. **Rent.**

A. Commencing with the Rent Commencement Date, Tenant covenants to pay to Landlord the Rent as reserved under the Basic Lease Terms. All such Rent shall be payable in advance.

B. All Rent shall be payable, without demand and without setoff or other reduction, at Landlord's Address or such other place as Landlord designates in writing. In the event that any Rent or Additional Rent is not received by Landlord by the tenth (10th) after it is due under this Lease, Tenant agrees to pay Landlord a late charge equal to five (5%) of the amount which is not timely received by Landlord.

C. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installment of Rent or other charges herein stipulated shall be deemed to be other than on account of the earliest stipulated rent or other charges, nor shall any endorsement or statement on any check or letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check for payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

5. **Security Deposit.**

None required under this Lease.

6. **Use.**

The Demised Premises shall be used by Tenant for the specific Use as defined in the Basic Lease Terms and for no other purpose whatsoever. Tenant shall, at its sole cost and expense, promptly comply with all governmental laws, ordinances and regulations (Federal, state and municipal) applicable to the Demised Premises and Tenant's use of the Demised Premises in its business operations, including any structural alterations which may be required. Tenant agrees to obtain necessary permits and licenses to commence its business operation at its sole cost and expense. Landlord shall have no responsibility for Tenant's ability or inability to obtain such permits and licenses, said permits and licenses being the sole responsibility of Tenant.

Tenant shall not permit any excessive odors, smoke, dust, gas, noise or vibration to emanate from the Demised Premises, nor take any other action which would constitute a nuisance. Tenant shall not receive, store or otherwise handle, any product, material or merchandise which is explosive or highly flammable. Tenant will not permit the Demised Premises to be used for any purpose or in any manner (including, without limitation, any method of storage) which would render the insurance thereon void or increase the premiums therefore or the insurance risk. Landlord makes no representations that the Demised Premises are properly zoned for the prescribed Use.

Tenant shall not permit the storage or discharge into the earth or its atmosphere of effluents, waste or other materials, solid, liquid or gaseous. No waste or other materials shall be disposed of by Tenant in any way or manner which would or will in the future cause the Tenant and/or Landlord to be liable for fines and penalties under the laws or rules currently in effect (Federal, state and/or municipal) or to incur expenses of any sort to correct any such condition. Tenant shall indemnify and hold Landlord harmless from and against any claims, fines, penalties or causes of action arising out of Tenant's failure to comply with the provisions of this Section.

7. **Surrender.**

Tenant agrees that it will keep the Demised Premises and the fixtures therein, in good order and condition and will at the expiration or termination of the Lease Term, surrender and deliver up the Demised Premises in as good a condition as they were at the commencement of the Lease Term, ordinary wear and tear and damage by insured casualty not due to the negligence of Tenant excepted.

8. **Repairs and Maintenance.**

Tenant, at its own cost and expense, shall perform routine maintenance to the Demised Premises. By way of example and not limitation, routine maintenance shall include replacing HVAC filter(s) on regular basis, replacing light bulbs, painting, caulking, cleaning, trash removal, fixing dripping faucets, minor electric and plumbing work and such other repairs costing \$200.00 or less per each repair item (collectively, the "***Minor Repairs***").

Landlord shall, at its own cost and expense, shall be responsible for all other repairs to the Demised Premises over and above the Minor Repairs to be performed by Tenant, to include repairs to the roof, foundation and exterior bearing walls and all other structural components of the Demised Premises,

provided however, Landlord shall not be responsible for making any repairs to the Demised Premises which are caused by Tenant's negligence or that of Tenant's employees, volunteers, guests or invitees.

9. Alterations.

Without Landlord's prior written consent, Tenant shall not make any alterations, additions or improvements to the Demised Premises. All alterations, additions and improvements erected by Tenant shall be the property of Tenant during the term of this Lease and Tenant shall, unless Landlord otherwise elects as hereinafter provided, remove all such alterations, additions and improvements and restore the Demised Premises to their original condition by the termination of this Lease; provided, however, that if Landlord so elects prior to the termination of this Lease, such alterations, additions and improvements shall become the property of Landlord as of the date of the termination of this Lease, and shall be delivered to Landlord with the Demised Premises. Provided that damage shall not be caused to the Demised Premises or that any damage caused is immediately repaired by Tenant, all shelves, bins, machinery, trade fixtures installed by Tenant may be removed by Tenant prior to the termination of this Lease, if Tenant so elects, and shall be removed by the date of the termination of this Lease if required by Landlord. Upon any such removal, Tenant shall restore the Demised Premises to their original condition, reasonable wear and tear excepted. All such removals and restorations shall be accomplished in a good workmanlike manner so as not to damage the primary structure or structural qualities of the Demised Premises.

All of the alterations, additions, improvements, repairs and maintenance required of or made by, Tenant must conform to all regulations and requirements of Federal, state and local governments. Notwithstanding the foregoing, any such alterations, additions, improvements, repairs and maintenance required of or made by Tenant shall not be deemed to be an agreement or consent by Landlord to subject Landlord's interest in the Demised Premises to any mechanic's or materialmen's liens which may be filed in connection therewith.

10. Inspection.

Landlord (or its agents and employees) shall have the right to enter and inspect the Demised Premises at any time with advance notice to Tenant, unless due to emergency in which case no notice shall be necessary, for the purpose of ascertaining the condition of the Demised Premises or in order to make repairs. Landlord shall not be liable to Tenant for any damages of any kind whatsoever caused by Landlord's inspection, repair, or maintenance of the Demised Premises, unless caused by the gross negligence of Landlord. Landlord shall also have the right to enter the Demised Premises at any reasonable time during business hours for the purpose of showing the Demised Premises to prospective new tenants or potential buyers, and shall have the right to erect on the Demised Premises a suitable sign indicating the Demised Premises are available for rent and/or sale. Landlord shall use its best efforts to minimize disruption to Tenant's business operations during such entry or inspection.

11. Utilities.

Effective as of the Commencement Date, Tenant shall cause all utilities serving the Demised Premises to be placed in Tenant's name and billed to directly to Tenant. Tenant shall be responsible for the prompt payment of all bills for electricity, gas, telephone, and all other utilities used in the Demised Premises. Tenant shall maintain a level of heat in the Demised Premises which shall insure that the inside pipes and plumbing fixtures will not freeze and break, and Tenant shall be responsible for any repairs and replacements to said pipes and fixtures and any damage to the Demised Premises and personal property

arising from freezing pipes and fixtures caused as a result of Tenant's failure to maintain sufficient heat in the Demised Premises.

Any failure in the services of utilities provided in or on the Demised Premises shall not render Landlord liable in any respect for damages to either person or property or the business of Tenant, nor be construed as an eviction of Tenant, nor work an abatement of any Rent, or Additional Rent, nor relieve Tenant from Tenant's obligations hereunder. In no event shall Landlord be obligated to provide any such services or utilities in any manner or to any extent.

12. *[Intentionally Omitted]*.

13. *Real Property Taxes.*

All Real Estate Taxes are assessed against the Demised Premises shall be paid by Landlord.

14. *Signage.*

Subject to Landlord's prior written consent, Landlord shall permit Tenant to install a sign identifying the premises on the exterior of the Demised Premises. Tenant shall obtain Landlord consent as to the size, design, color, location and type of signs, thirty (30) days prior to the installation. All signage shall be subject to the approval of all applicable governmental authorities and is at Tenant's sole cost and expense, including any cost of permitting.

Except as provided herein, Tenant will not place or suffer to place on the exterior or visible from the exterior of the premise any sign, advertising matter, decoration or any other thing, nor shall the Tenant paint or decorate any part of the exterior of the Lease Premises without first obtaining landlord's written consent. Tenant shall at its sole cost and expense maintain any sign, decoration, advertising matter or other thing permitted by landlord in good condition and repair at all times to the satisfaction of the Landlord. It is further agreed that Tenant shall not use sidewalks, parking areas and alleys for displays of wares or signs of any kinds.

Tenant shall if requested by Landlord remove its signs at the expiration and termination of this Lease, it being expressly understood that any damage to the building as a result of the above removal, will be repaired at the sole cost to the Tenant.

15. *Tenant's Improvements and Trade Fixtures.*

Tenant shall submit all plans for installation of its improvements and trade fixtures to the Demised Premises to Landlord for Landlord's written approval prior to beginning installation or construction. Landlord shall also have the right to approve Tenant's contractor. Landlord shall not be responsible for any delay in the improvements of the Demised Premises or the quality of workmanship in the improvements. Tenant shall look solely to the contractor for any liability arising from delay or quality of workmanship.

16. *Assignment and Subletting.*

Tenant shall not mortgage this Lease or any estate or interest therein. Tenant shall not assign this Lease, in whole or in part, or sublet all or any portion of the Demised Premises, without first obtaining the Landlord's written consent, which consent may be granted or denied at Landlord's sole discretion. This prohibition includes any subletting or assignment which would otherwise occur by operation of law,

merger, consolidation, reorganization, transfer or other change of Tenant's corporate or proprietary structure, or any assignment or subletting to or by a receiver or Trustee in any bankruptcy, insolvency, or other proceedings. Any change in ownership or power to vote a majority of the issued and outstanding voting stock of Tenant shall constitute an assignment for the purpose of this Lease and shall require the written consent of Landlord as provided in this Section. Consent by Landlord to any assignment or subletting shall not constitute a waiver of the requirement for Landlord's consent to any subsequent assignment or subletting. The acceptance by Landlord of the payment of rent following any assignment or subletting shall not be deemed to be a consent by Landlord to such assignment or subletting.

It is expressly understood and agreed that in the event Landlord approves a sublease by Tenant such approval shall not be construed as a waiver or release of Tenant from the terms of any covenant or obligation under this Lease, nor shall the collection or acceptance of any rent from any such subtenant constitute a waiver or release of Tenant of any covenant or obligation contained in this Lease, nor shall any such subletting be construed to relieve Tenant from giving Landlord notice or from obtaining the consent in writing of Landlord to any future subletting. In the event that Tenant defaults hereunder, Tenant hereby assigns to Landlord the rent due from any subtenant of Tenant and hereby authorizes each such subtenant to pay said rent directly to Landlord. In addition, if the rents and other amounts due and payable under any sublease for any period shall exceed the rents and other amounts payable for the Demised Premises pursuant to this Lease, then Tenant shall pay one hundred percent (100%) of such excess to Landlord, as Additional Rent, as and when received by Tenant.

Landlord may freely and fully assign its interest hereunder. In the event of any transfer of title to the Demised Premises or of Landlord's interest in the Demised Premises occurs, the Landlord shall be relieved of all obligations as landlord under this Lease accruing after such transfer and it shall be deemed, without further agreement, that such transferee has assumed and agreed to perform and observe all obligations of Landlord herein during the period it is the holder of Landlord's interest under this Lease and further, it is hereby agreed that Tenant shall be bound to such transferee, as landlord, in accordance with all of the obligations as Tenant as set out in this Lease.

17. Fire and Casualty Damage.

In the case of the total destruction, or the destruction of a substantial part (hereinafter defined for the purposes of this Section) of the Demised Premises or the building which the Demised Premises are a part by fire, other casualties, the elements or other cause, or of such damage thereto as shall render the Demised Premises or a substantial part thereof totally unfit for occupancy by Tenant, this Lease, at the option of Landlord, by giving of written notice to the Tenant within ninety (90) days after the date of such destruction or damage, shall terminate and be at an end. In the event of termination, Tenant shall surrender and deliver to Landlord the Demised Premises together with payment of the Rent and Additional Rent to the date of such occurrence. For purposes of this Section, the term "substantial part" shall mean and refer to such magnitude of damage to the Demised Premises which makes occupancy of the Demised Premises unreasonable or unsafe, all as determined by Landlord in its sole discretion.

If the Lease does not terminate pursuant to the foregoing provisions or there is only a partial destruction of the Demised Premises, the Landlord shall, but only to the extent that Landlord has available to it insurance proceeds and then only to the extent of such insurance proceeds actually paid to Landlord and available, commence to restore the Demised Premises with all reasonable diligence, and the Rent shall be abated proportionately based upon the square foot area of the Demised Premises still tenantable, from the date of casualty to the date that the Demised Premises are restored by the Landlord; provided, however, if Tenant cannot conduct its intended business use in the remaining portion of the Demised

Premises, rent shall totally abate until the Demised Premises are restored by the Landlord. Landlord, however, shall not under any circumstances be required to expend any sums in excess of insurance proceeds received for purposes of such restoration. No compensation, claim or diminution of Rent will be allowed or paid, by Landlord, by reason of inconvenience, annoyance, or injury to business arising from the necessity of repairing the Demised Premises. In no event shall Landlord be required to rebuild, repair, or replace any part of the partitions, fixtures, additions and other improvements which may have been placed in, on or about the Demised Premises by Tenant. Notwithstanding the foregoing, if the restoration of the Premises is not completed within nine (9) months from the date of destruction or damage, then either party shall have the right to terminate this Lease by notice given within thirty (30) days thereafter; otherwise the Lease shall continue.

18. Liability and Indemnification.

Landlord shall not be liable for any losses, damages, injuries or accidents of any kind however or by whatever or whomever caused, arising from any occurrence on or about the Demised Premises or the occupancy or uses by Tenant of the Demised Premises or caused by any act or omission of Tenant, its agents, servants, employees, assignees, customers or invitees, unless caused by the gross negligence of Landlord and covered by casualty or liability insurance. Notwithstanding any other provision of this Lease to the contrary, except to the extent expressly prohibited by law, Tenant hereby waives any claim it might have against Landlord or any member, partner, officer, director, employee or agent of Landlord, for any consequential damages sustained by Tenant arising out of the loss or damage to any person or property of Tenant. In addition, Tenant agrees only to look to Landlord's interest in the Demised Premises for recovery of any Judgment from Landlord, it being specifically agreed that Landlord shall not be personally liable for any such Judgment.

Tenant shall indemnify Landlord, and shall save it harmless from and against any and all claims, actions, damages, liability and expense, including reasonable attorneys' fees, in connection with loss of life, personal injury or damage to property arising from any occurrence in or about the Demised Premises, or from the occupancy or uses by Tenant of the Demised Premises, or caused by any act or omission of Tenant, its agents, servants, employees, assignees, customers or invitees, including, but not limited to, the filing of any mechanics' or materialmens' liens against the Demised Premises, unless caused by the gross negligence of Landlord and covered by casualty or liability insurance.

19. Attorney's Fees.

Tenant shall pay all costs and expenses, including reasonable attorneys' fees and court costs that may be incurred by Landlord in enforcing any of the covenants and agreements in this Lease or in enforcing a termination of this Lease.

20. Insurance.

At all times after the execution of this Lease, Tenant will carry and maintain at Tenant's sole cost and expense:

A. Public liability insurance with respect to the Demised Premises, to afford protection with limits of not less than \$1,000,000.00 per incident and \$2,000,000.00 in aggregate per year with respect to personal injury or death, and \$500,000.00 with respect to property damage;

B. If and to the extent required by law, workmen's compensation or similar insurance in form and amounts required by law; and

C. Fire, vandalism and extended coverage insurance with respect to Tenant's improvements and fixtures, equipment and other property in the Demised Premises.

The insurance policies evidencing such insurance shall be maintained with insurance companies approved by Landlord and authorized to conduct business in the Commonwealth of Virginia, shall name Landlord as an additional named insured and shall also contain a provision by which the insurer agrees that such policies shall not be cancelled except after thirty (30) days written notice to Landlord. Upon execution of this Lease and annually thereafter, and upon request by Landlord, Tenant shall deliver to Landlord a certificate from the insurers evidencing each such policy to be in effect.

Each Insurance policy carried by Tenant pursuant to this Section 20, shall provide, if agreed to by the insurance company, that the insurance company waives all rights of recovery by way of subrogation against Landlord in connection with all matters included within the scope of such policies.

21. Condemnation.

In the event less than a substantial part (hereafter defined for the purposes of this Section) of the Demised Premises shall be taken, condemned or sold for public or quasi-public use or purpose by or to any competent authority under any current or future law, then this Lease shall not terminate except as to the part taken. The Lease will terminate as to the part taken as of the date when title vests in any such authority. Tenant shall pay Rent and Additional Rent covering only that part of the Demised Premises not so taken; the Rent for such space shall be that portion of the total Rent and Additional Rent which the amount of square foot area remaining bears to the total square foot area of all of the Demised Premises. Tenant agrees that if the entire Demised Premises shall be taken or condemned or sold for public or quasi-public use or to any competent authority, this Lease shall terminate as to the entire Demised Premises as of the date when title vests in such authority. Tenant shall have no claim against Landlord and shall have no claim or right to any portion of the amount awarded as damages or paid as a result of any condemnation. Upon such condemnation or taking, Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease, leasehold improvements or goodwill. For purposes of this Section, the term "substantial part" shall mean and refer to such magnitude of damage to the Demised Premises which makes occupancy of the Demised Premises unreasonable or unsafe, all as determined by Landlord in its sole discretion.

Notwithstanding the foregoing provisions of this Section, Tenant shall be entitled to make a separate claim against the condemning authority for loss of its leasehold interest or other damages provided that the amount of Landlord's award shall not be reduced thereby.

If less than a substantial part of the Demised Premises be taken by condemnation, or the Lease is not terminated in accordance with the foregoing provisions, Landlord shall, upon receipt of the award of condemnation, make all necessary repairs or alterations to the Demised Premises so as to constitute the Demised Premises a complete architectural unit, but Landlord shall not in any event be required to spend for such work more than the amount received by Landlord as condemnation award.

Notwithstanding anything herein to the contrary, in the event the holder of any indebtedness secured by a mortgage or deed of trust covering the Demised Premises requires that the condemnation proceeds be applied to such indebtedness, then Landlord shall have the right to terminate this Lease by

delivering written notice of termination to Tenant within fifteen (15) days after such requirement is made by any such holder, whereupon all rights and obligations under this Lease shall terminate.

22. Holding Over.

Tenant will, at the termination of this Lease, yield immediate possession to Landlord. Unless the parties hereto otherwise agree in writing on the terms of any such holding over, the hold over tenancy shall be subject to termination by Landlord at any time upon not less than thirty (30) days advance written notice, or by Tenant at any time upon not less than thirty (30) days advance written notice. However, in the event of nonpayment of Rent or Additional Rent or any other payments required to be made by Tenant hereunder, when due, or of the breach of any other covenant herein contained by Tenant, Tenant shall not be entitled to any notice to quit, the usual thirty (30) days' notice to quit being hereby waived. All of the other terms and provisions of this Lease shall be applicable during that period, except that in the event the holdover is without Landlord's consent, Tenant shall pay Landlord from time to time upon demand as rental for the period of holdover equal to one hundred percent of the fair market rent (hereinafter defined) for the Demised Premises, computed on a daily basis for each day of the hold over period. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided herein or in a written amendment to this Lease. This Section shall not be construed as Landlord's consent for Tenant to hold over. For this purposes of this Section, the term "fair market rent" shall mean and refer to such rental rate for the Demised Premises as Landlord may have been offered from a another commercial tenant or as estimated by Landlord's commercial real estate broker or consultant to be fair market rental for the Demised Premises.

23. Quiet Enjoyment.

Landlord covenants that it now has good title to the Demised Premises and represents and warrants that it has full right and authority to enter into this Lease and that Tenant, upon paying the rent and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Demised Premises for the term of the Lease without hindrance or molestation from Landlord, subject, however, to the terms and provisions of this Lease.

24. [Intentionally Omitted].

25. Events of Default.

The following events, upon determination of Landlord through its Town Counsel, shall be deemed to be an event of default by Tenant under this Lease:

A. Tenant shall fail to pay any installment of the Rent, Additional Rent, or any other payment or reimbursement to Landlord required herein, when due.

B. Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

C. Tenant shall file a petition under any chapter of the Bankruptcy Reform Act, as amended, or under any similar law or statute of the United States, the Commonwealth of Virginia or a petition is filed against Tenant and such petition is not dismissed within thirty (30) days of filing.

D. A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant. If said receiver shall be appointed pursuant to the petition of someone other than Tenant, if such appointment is not terminated within thirty (30) days of appointment.

E. Tenant shall vacate or abandon the Demised Premises for ten (10) consecutive days, unless such vacating or abandonment is a result of alteration, renovation, fire or condemnation and Tenant manifests an intention to return.

F. The taking of this Lease or the Demised Premises or any part thereof upon execution or by other process of law directed against Tenant, or upon or subject to any attachment at the instance of any creditor of or claimant against Tenant, which shall not be discharged or disposed of within forty-five (45) days after the levy thereof.

G. Tenant shall fail to comply with any term, provision or covenant of this Lease, other than the payment of Rent, Additional Rent and other charges, and shall not cure such failure, within thirty (30) days after written notice thereof to Tenant.

26. Remedies.

Upon the occurrence of any of the events of default, then, at the option of Landlord, Tenant's right of possession shall thereupon terminate, and Landlord shall be entitled to possession of the Demised Premises. Landlord may proceed to recover possession either by forcible reentry without process of law or by process of law. Any notice to quit, or of intention to reenter the Demised Premises, is hereby expressly waived by Tenant. In the event of such reentry by process of law or otherwise, Tenant nevertheless agrees to remain answerable for any and all damages, including, but not limited to, reasonable attorneys' fees, brokerage fees, expenses of placing the Demised Premises in rentable condition and deficiency or loss of rent which Landlord may sustain by such reentry, whether or not Landlord re-lets the Demised Premises. In the event of reentry, Landlord shall have full power, which is hereby acceded to by Tenant, to re-let the Demised Premises. The commencement or maintenance of any one or more actions shall not bar Landlord from bringing subsequent actions for further accruals pursuant to provisions of this Section.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies provided herein or by law, nor shall pursuit of any remedy herein provided constitute, a forfeiture or waiver of any Rent or Additional Rent due to Landlord or of any damages accruing to Landlord by reason of the violation of any of the other terms, provisions and covenants of this Lease. No act or thing done by Landlord or its agents during the Lease Term shall be deemed a termination of this Lease or an acceptance of the surrender of the Demised Premises, and no agreement to terminate this Lease or accept a surrender of the Demised Premises shall be valid unless it is in writing and signed by Landlord. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed a waiver of any other violation or breach of any of the terms, provisions and covenants of this Lease. Landlord's acceptance of the payment of Rent or other payments hereunder after the occurrence of an event of default shall not be construed as a waiver of such default, unless Landlord so notifies Tenant in writing. Forbearance by Landlord to enforce one or more of its remedies upon an event of default shall not constitute a waiver of such default or of Landlord's right to enforce any such remedies with respect to such default or any subsequent default.

27. Landlord's Cure of Default by Tenant; Reimbursement of Expenses.

If Tenant defaults in making any payment or in doing any act herein required, then Landlord may, but need not, make such payment or do such act. If Landlord makes any such payment or incurs any charge or expense, on behalf of Tenant under the terms of this Lease, the amount of the payment or expense, shall constitute, Additional Rent hereunder, and shall, unless otherwise provided herein, be due and payable within ten (10) days after Landlord sends a written invoice therefor; provided, however, that the making of any such payment or the doing of such act by Landlord shall not cure such default by Tenant, or estop Landlord from pursuing any remedy to which Landlord would otherwise be entitled.

28. Subordination.

This Lease is subject and subordinate to all ground or underlying leases, and to any mortgage or deed of trust (which terms shall include both construction and permanent financing) that may now or hereinafter encumber or otherwise affect the Demised Premises or Landlord's leasehold interest therein, and to all renewals, extensions, modifications, consolidations, replacements, and/or refinancings thereof. This clause shall be self-operative, and no further instrument of subordination shall be required by any mortgagee or trustee to effect the subordination of this Lease. Nonetheless, in confirmation of such subordination, Tenant shall, at Landlord's request, promptly execute any requisite or appropriate certificate or document. Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute any certificates or documents on behalf of Tenant. Tenant further covenants and agrees that it will, at the written request of the party secured by a mortgage or deed of trust, execute, acknowledge and deliver any instrument to effect the subordination of this Lease to such mortgage or deed of trust. Tenant agrees that in the event that any proceedings are brought for the foreclosure of such mortgage or deed of trust, Tenant shall attorn to the purchaser at such foreclosure sale, if requested to do so by the Purchaser, and to recognize the purchaser as Landlord under this Lease, and Tenant waives the provisions of any statute or rule of law, now or hereafter in effect, which may give Tenant any right to terminate this Lease in the event that any such foreclosure proceeding occurs.

29. Estoppel Certificates.

Tenant agrees, upon not less than five (5) days written notice by Landlord, to execute, acknowledge and deliver to Landlord, a statement in writing: (i) certifying that this Lease is unmodified and in full force and effect, or if there have been modifications, that this Lease is in full force and effect as modified and stating any such modifications; (ii) certifying that Tenant has accepted possession of the Demised Premises; (iii) stating that no rent under this Lease has been paid more than thirty (30) days in advance of its due date (other than the security deposit); (iv) stating the address to which notices to Tenant should be sent; (v) certifying that Tenant, as of the date of any such certification, has no charge, lien or claim of set-off under this Lease, or otherwise, against rents or other charges due or to become due hereunder; and (vi) stating whether or not to the best of Tenant's knowledge, Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default of which Tenant may have knowledge. Any such statement delivered pursuant hereto maybe relied upon by any owner of the Demised Premises, any prospective purchaser of the Demised Premises, any mortgagee, or prospective mortgagee of the Demised Premises or of Landlord's interest, or any prospective assignee of any sub-mortgagee.

30. Mechanics' Lien.

Tenant shall have no authority, express or implied, to create or place any lien or encumbrance

upon, or in any manner to bind, the interest of Landlord in the Demised Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor or any construction or repairs. Tenant covenants and agrees to pay all sums legally due and payable by it on account of any labor performed or materials furnished on the Demised Premises on which any lien is or can be validly and legally asserted against its leasehold interest in the Demised Premises. If any mechanics' or materialmen's lien is filed against the Demised Premises for work furnished to Tenant such lien shall be discharged by Tenant within ten (10) days, at Tenant's sole cost and expense, by the payment thereof or by filing any bond required by law. If Tenant fails to discharge any such mechanics' or materialmen's lien, Landlord may, at its option, discharge the same and treat the cost thereof as Additional Rent payable with the monthly installment of Rent next becoming due. In no event, however, shall such payment by Landlord cure such default by Tenant or estop Landlord from pursuing any remedy to which Landlord would otherwise be entitled.

31. Financing Requirements.

In the event that any bank, insurance company, or other financial institution providing mortgage financing for the Demised Premises requires, as a condition of such financing, that modification to this Lease be obtained, and provided that such modifications (a) are reasonable, (b) do not adversely affect Tenant's use of the Demised Premises as herein permitted under the terms of the Lease, and (c) do not increase the rentals and other sums required to be paid by Tenant hereunder, Landlord shall submit such required modifications to Tenant, and Tenant shall execute an Amendment hereto incorporating such modifications within ten (10) days after the same has been submitted to Tenant. If Tenant shall fail to so execute such an amendment, then Landlord shall thereafter have the right to terminate this Lease, by giving Tenant written notice of such termination, and Landlord shall thereupon be relieved from any further obligations hereunder.

32. Notices.

A. All Rent, Additional Rent and other payments required to be made by Tenant to Landlord hereunder shall be payable to Landlord at the address set forth in the Basic Lease Terms or at such other address as Landlord may specify from time to time by written notice.

B. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether or not actually received, when deposited in the United States Mail, postage prepaid, Certified or Registered Mail, addressed to the parties at the respective addresses set forth in the Basic Lease Terms, or at such other address as they have specified by written notice delivered in accordance herewith.

33. No Partnership.

Nothing contained in this Lease shall be construed to create a partnership or joint venture of or between Landlord and Tenant, or create any other relationship between those parties other than that of Landlord and Tenant. Any intention to create a joint venture, partnership or agency relationship between the Landlord and Tenant is hereby expressly disclaimed. Nothing contained in this Lease shall be construed so as to confer upon any other party the rights of a third-party beneficiary.

34. No Representations by Landlord.

Neither Landlord nor any agent or employee of Landlord has made any representations or

promises with respect to the Demised Premises except as herein expressly set forth, and no rights, privileges, easements or licenses are required by Tenant except as herein set forth. Tenant, by taking possession of the Demised Premises, shall accept the same "as is" and such taking of possession shall be conclusive evidence that the Demised Premises is in good and satisfactory condition at the time of such taking of possession.

35. Brokers.

Landlord and Tenant warrant and represent to each other that they have had no dealings with any person purporting to be acting as agent, broker, or in a similar capacity for either in connection with the transaction contemplated by this Lease. Unless otherwise provided in this Lease, Landlord and Tenant hereby agree to indemnify and hold harmless each other from any and all claims for commissions, fees, or other form of compensation or any reimbursement of expenses from agents, brokers, attorneys, or other persons arising from the transaction contemplated by this Lease through Landlord's or Tenant's acts or omissions.

36. Waiver of Trial by Jury.

Tenant hereby waives its right to a trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto on any matters in any way connected with this Lease, the relationship of Landlord and Tenant, and/or Tenant's use or occupancy of the Demised Premises.

37. Waiver of Redemption.

Tenant hereby expressly waives, for itself and all persons claiming by, through, or under it, any right of redemption or for the restoration of the operation of this Lease under any present or future law in case Tenant shall be dispossessed for any cause, or in case Landlord shall obtain possession of the Demised Premises as provided herein.

38. [Intentionally Omitted].

39. Binding Effect of Lease.

It is agreed that all rights, remedies and liabilities of the parties hereto shall extend to their respective heirs' executors, administrators and, except as otherwise expressly provided in this Lease, their successors and permitted assigns.

40. Rules and Regulations.

Tenant, its agents, employees, invitees, licensees, customers, clients, and guests shall at all times abide by and observe all rules or regulations as may be promulgated from time to time by Landlord for the operation and maintenance of the Demised Premises, as the same may be in effect from time to time. Any default by Tenant, its agents, employees, invitees, licensees, customers, clients, and guests, of any of the provisions of the rules and regulations as amended, from time to time, shall be considered to be a default under the terms of this Lease.

Nothing contained in this Lease shall be construed to impose upon Landlord any obligation to enforce such rules and regulations and Landlord shall have no liability to Tenant or any other party for violation of the Rules and Regulations by any party whatsoever.

41. Applicable Law.

The laws of the Commonwealth of Virginia shall govern the validity, performance and enforcement of this Lease.

42. Time of Essence.

Time is of the essence with respect to the performance of Tenant's obligations under the Lease.

43. [Intentionally Omitted].**44. Survival of Terms.**

All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the term of this Lease shall survive the expiration or earlier termination of the term hereof, including, without limitation, all payment obligations with respect to Rent, and Additional Rent and all obligations and indemnifications concerning the condition of the Demised Premises. Upon the expiration or earlier termination of the term hereof, and prior to Tenant vacating the Demised Premises, Tenant shall pay to Landlord any amount reasonably estimated by Landlord as necessary to put the Demised Premises in good condition and repair, reasonable wear and tear excepted. All such amounts shall be used by Landlord for payment of such obligations of Tenant hereunder, with Tenant being liable for any additional costs therefor upon demand by Landlord, or with any excess to be returned to Tenant after all such obligations have been determined and satisfied.

45. Partial Invalidity.

If any provision of this Lease or the application thereof to any person or circumstances shall to any extent be held void, unenforceable or invalid, then the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held void, unenforceable or invalid shall not be effected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

46. Corporate Tenant.

If Tenant is a corporation or any other legal entity, the persons executing this Lease on behalf of Tenant hereby covenant and warrant that: (i) Tenant is a duly constituted corporation or legal entity, as the case may be; (ii) Tenant is qualified to do business in the state in which the Demised Premises are located; (iii) all of Tenant's franchises and corporate taxes have been paid to date; (iv) all future forms, reports, fees and other documents necessary for Tenant to comply with applicable laws will be filed by Tenant when due; and (v) such persons are duly authorized under applicable law by such corporation or other legal entity, as the case may be, to execute and deliver this Lease on behalf of the same.

47. Joint and Several Liability.

Each person executing this Lease as a tenant shall be jointly and severally liable for all obligations, covenants, payments, and duties of Tenant hereunder.

48. Entire Agreement.

This Lease contains the entire and only agreement between the parties. No oral statements or representations or prior written matter not contained or referred to in this Lease shall have any force or effect. This Lease shall not be modified in any way except by a writing executed by both parties hereto. No waiver of any provision of this Lease shall be deemed to have been made unless it is in writing and signed by both parties hereto.

49. Multiple Copies.

The parties may execute multiple copies of this Lease, each of which shall be deemed an original.

50. Parking.

Tenant shall be entitled to the use the onsite parking serving the Demised Premises.

51. Miscellaneous.

A. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural and vice versa, in any place in which the context so requires.

B. If Tenant is a corporation or other entity, Tenant agrees to furnish to the Landlord, promptly upon demand, appropriate documentation evidencing the valid creation and existence of Tenant as a corporation or other entity, and proof of due authorization by the Shareholders, Board of Directors and/or owners of Tenant to enter into this Lease.

C. The captions, paragraph numbers and index appearing in this Lease are for convenience of reference only, and in no way define, limit or otherwise describe, explain, modify or amplify the interpretation or construction of any provision of this Lease.

D. Whenever reference is made to Landlord hereunder the same shall include the Landlord's partners, agents, and employees.

E. Landlord and Tenant each acknowledge that they have had full opportunity to obtain legal counsel prior to executing this Lease.

F. This Lease may not be recorded by Tenant.

52. Other Terms.

A. As further consideration for this Lease and as part of Tenant's responsibility to maintain the Demised Premises, Tenant agrees that by July 1, 2014, it shall, at its sole cost and expense, shall have caused: (i) the Demised Premises to be connected to a public water source; and (ii) the bathroom and toilet facilities in the Demised Premises to be repaired and placed in good working order.

B. Tenant shall have the responsibility, at its sole cost and expense, to maintain and repair the gravel driveway serving the Demised Premises and to maintain and repair in good working condition the building gutters.

C. Tenant, within sixty (60) days of the date of this Lease, shall cause the electric panel serving the Demised Premises to be inspected by a licensed electrician and to cause such electrician to confirm to Landlord's building official the electric panel meet code requirements and is otherwise safe for use.

IN WITNESS WHEREOF, the parties have duly executed this Lease under seal as of the day and year first above written.

TENANT:

HAYMARKET REGIONAL FOOD PANTRY,
A Virginia non-profit corporation

By: *Pamela E. Stutz*
Name: PAMELA E. STUTZ
Title: _____
Date: 1/3/2014

LANDLORD:

THE TOWN OF HAYMARKET,
A Municipal corporation of the Commonwealth of Virginia

By: *David M. Leake*
Name: DAVID M. LEAKE
Title: Mayor
Date: 1-3-14

Attest: *[Signature]*
Clerk, Town of Haymarket

APPROVED AS TO FORM:

Town Attorney

V:\Company\Town of Haymarket\Leases\Food Pantry\Haymarket Regional Food Pantry_Revised 10.04.13.docx

EXHIBIT "A"

DESCRIPTION/DEPICTION OF DEMISED PREMISES



TO: Town of Haymarket Town Council
SUBJECT: 14710 Washington Street - Former Police Department Building
DATE: 11/02/15



TO: Town of Haymarket Town Council
SUBJECT: 14740 Washington Street - Food Pantry Building
DATE: 11/02/15



TO: Town of Haymarket Town Council
SUBJECT: 66 Alliance
DATE: 11/02/15

THE 66 ALLIANCE



PRESENTATION TO THE HAYMARKET
TOWN COUNCIL
GREG SCOTT – 66 ALLIANCE
GSCOTT@66ALLIANCE.ORG/WWW.66ALLIANCE.ORG



- What is the 66 Alliance?
 - Basic, grassroots political advocacy organization;
 - Organic, started by individuals impacted by VDOT’s 66 plans;
 - Started with 5 people, a simple website and a press release;
 - Now almost 1,000 individuals; and,
 - Leading voice against VDOT’s plans.

2



- Who are the Alliance’s members?
 - Commuters (not landowners) from the following Northern Virginia counties:
 - Arlington, Culpeper, Fairfax, Fauquier, Loudoun, Prince William, Rappahannock and Warren
 - Commuters from the following Northern Virginia cities and towns:
 - Falls Church, Fairfax, Haymarket, Manassas, Manassas Park and Warrenton

3



- Main Concerns of Alliance Members:
 - Repeal of Clean Fuel Vehicle (CFV) Plate Program (hybrids, electrics, CNG, hydrogen, etc.)
 - Switch from HOV-2 to HOV-3
 - Tolling of “reverse commuters”
 - Tolling of any commuters given 2013 “Northern Virginia Congestion Relief Fund” – ½ cents per gallon fuel tax to fund transportation improvements; \$600 million balance in fund

4

Attachment: presentation to haymarket city council -- 11-2-15 (2613 : 66 Alliance)



- Brief Primer on 66 and Its HOV Lanes – Now
 - HOV lanes – “high occupancy vehicle” lanes
 - Outside the Beltway
 - Left lane only; others general travel, including shoulder inside 50
 - 2 or more folks in vehicle
 - CFVs with plates with one person (cut off in 2012)
 - Buses and carpools
 - 5:30 – 10 a.m. eastbound; 3 – 7 p.m. westbound
 - Inside the Beltway
 - All lanes
 - Same users – HOV-2, CFVs, buses and vanpools (and Dulles)
 - 6:30 – 9 a.m. eastbound; 4:30 – 6:30 p.m. westbound

5



- VDOT’s Plans for 66
 - Divided into two projects
 - Inside the Beltway
 - Outside the Beltway
 - Lots of details and studies on VDOT’s project website – www.transform66.org

6



- VDOT’s Original Inside the Beltway Plans for 66
 - No new construction/widening/lanes
 - Repeal CFV program
 - Change HOV-2 to HOV-3
 - Install toll gantries to impose approximately \$17 round trip rush hour tolls on solo drivers (HOT Lanes)
 - No Dulles exemption
 - Toll “reverse” commuters also; lower tolls
 - 5 – 10 a.m. eastbound; 3 – 8 p.m. westbound

7



- VDOT’s Outside the Beltway Plan for 66
 - Construct one new HOV/HOT lane (2 HOT/3 General) from 495 to Gainesville (was Haymarket)
 - One less general use lane between 495 and Gainesville during non-peak and week-ends
 - Repeal CFV program
 - Change HOV-2 to HOV-3
 - Install toll gantries to impose tolls approximately \$1 per mile on non-HOV-3 vehicles
 - HOT lanes operate 24/7 (like 95 and 495 HOT lanes)
 - Public/Private Partnership?

8



- Current Status of VDOT's Plans
 - Outside the Beltway plans approved by the Commonwealth Transportation Board on 10/27/15 at meeting in Virginia Beach (!)
 - Inside the Beltway plans on agenda for CTB for December 2015 meeting in Northern Virginia
 - VDOT floats possible inside the Beltway changes:
 - HOV-2 maintained for several years?
 - "reverse" commuter tolling dropped?

9



- Status of Responses by Elected Officials to VDOT's 66 Plans:
 - Counties of Loudoun and Prince William unanimously passed resolutions against;
 - Similar resolution on Fauquier board agenda for November;
 - Resolutions working in Fairfax, Warren and Culpeper Counties
 - Falls Church and Fairfax Cities working on resolutions
 - Broad Cross-Section of General Assembly Opposed – Democrats, Independents and Republicans

10



- Request from 66 Alliance to Haymarket Council
 - Pass resolution opposing VDOT's outside the Beltway plans
 - Many foundations for resolution:
 - Regressive tolling and opposition to tolling
 - Loss of general use lane during non-rush and week-ends
 - Anti-"green" (repealing CFV program)
 - Disrupts carpoolers lives
 - Lack of carpooling/slug-line infrastructure and transit alternatives
 - Opposition to P3
 - Don't change rules on families that have based life decisions on them!

11



- Details on Haymarket Resolution?
 - Up for the council to decide
 - What has your main concerns?
 - Alliance happy to assist in drafting, if appropriate
- Thank You For Your Time This Evening
- Questions?

12

Attachment: presentation to haymarket city council -- 11-2-15 (2613 : 66 Alliance)



TO: Town of Haymarket Town Council
SUBJECT: Police Report
DATE: 11/02/15

ATTACHMENTS:

- 11-2015 Police Report (PDF)

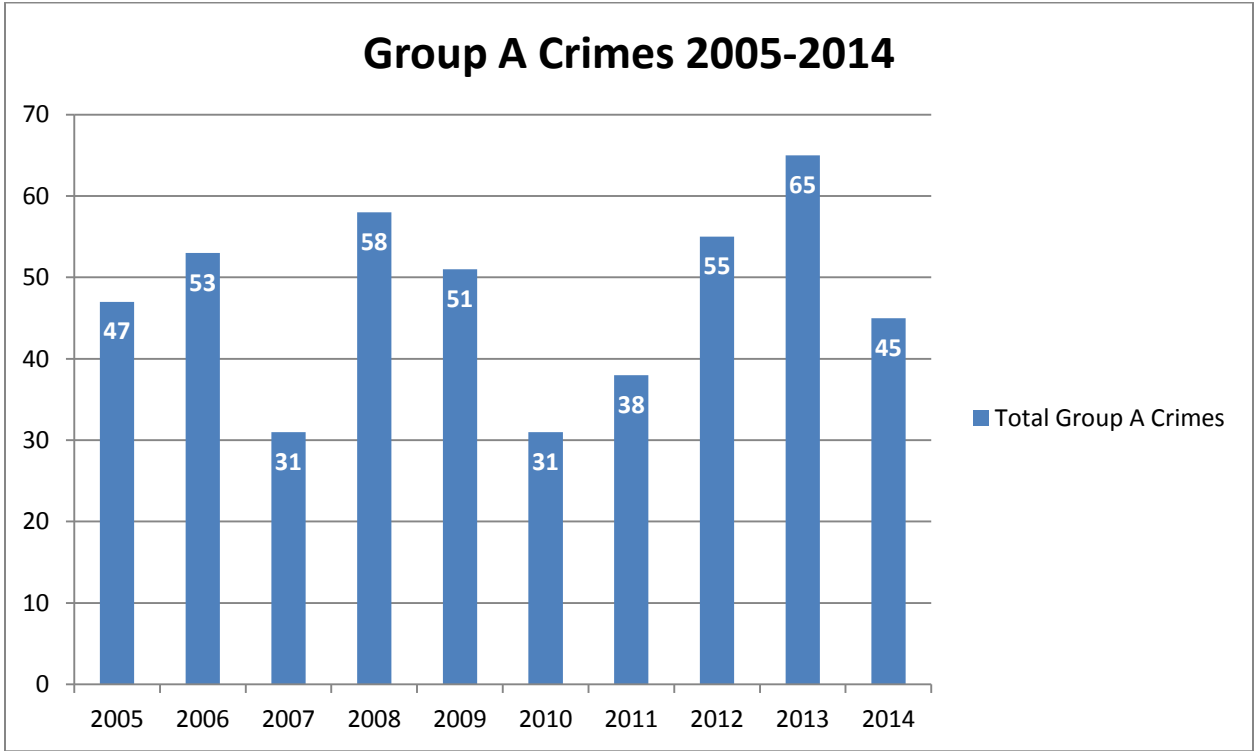


Haymarket Police Department Monthly Town Council Report November 2015



The charts and graphs below contain crime statistics for the Town of Haymarket from January 1, 2005 through December 31, 2014. Crime statistics in Haymarket are tracked in accordance with the national standards administered by the Federal Bureau of Investigations' Uniform Crime Reporting (UCR) Program as reported through the Virginia State Police's annual Crime in Virginia report.

Data is entered into the UCR Program through Incident Based Reporting (IBR). Information related to two different levels of offenses is collected by the IBR system. The most serious offenses are designated as Group "A". Group "A" offenses consist of 22 categories of crimes involving 46 different offenses.



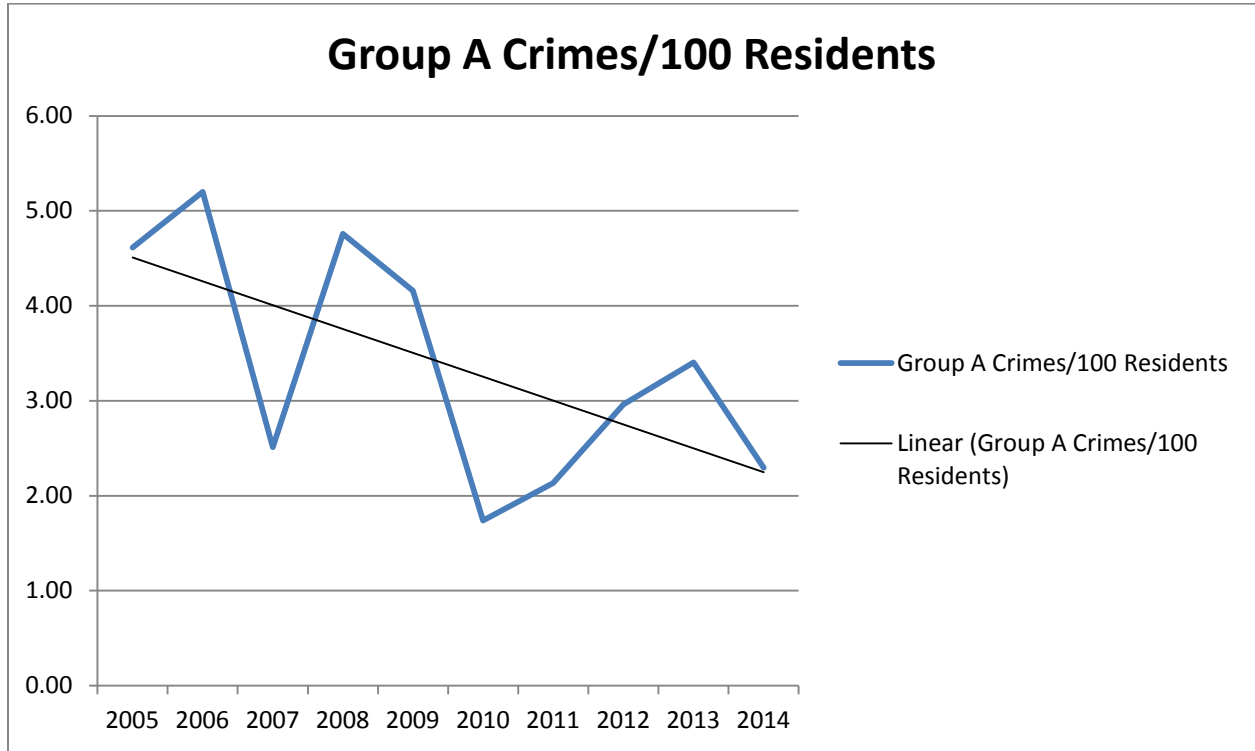
Attachment: 11-2015 Police Report (2590 : Police Report)



Haymarket Police Department



Group "A" Crimes



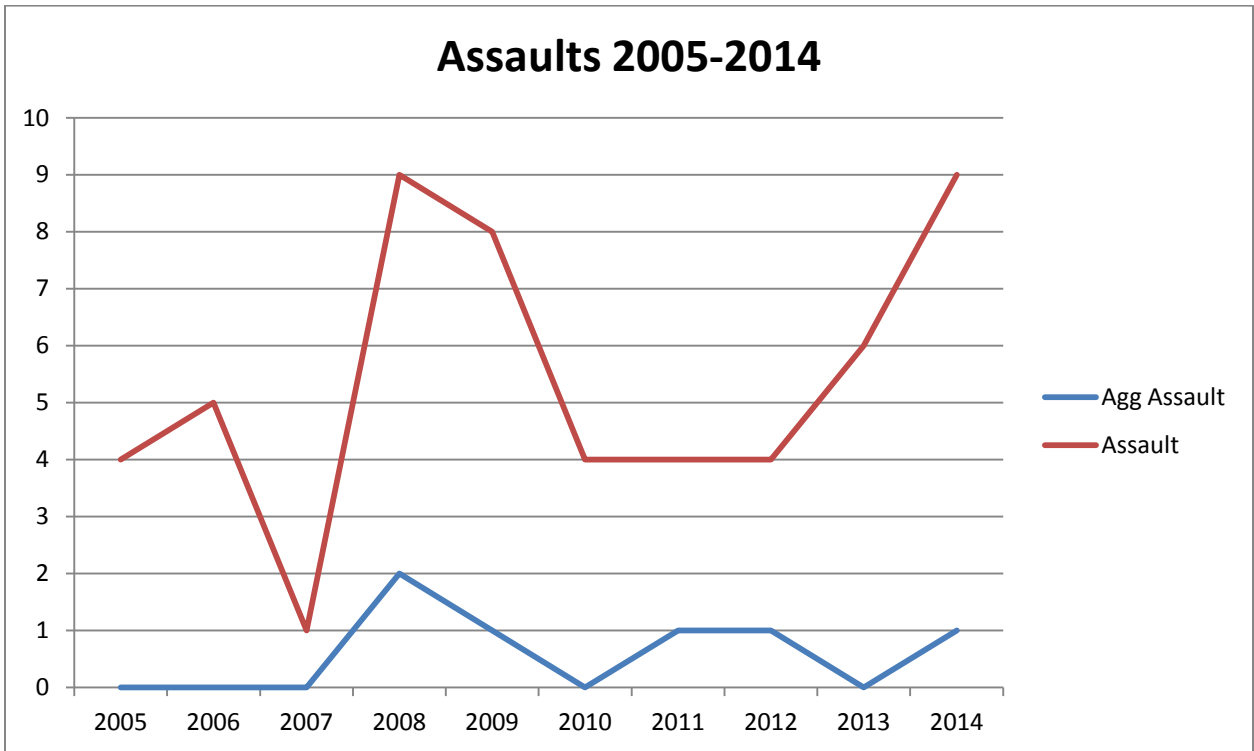
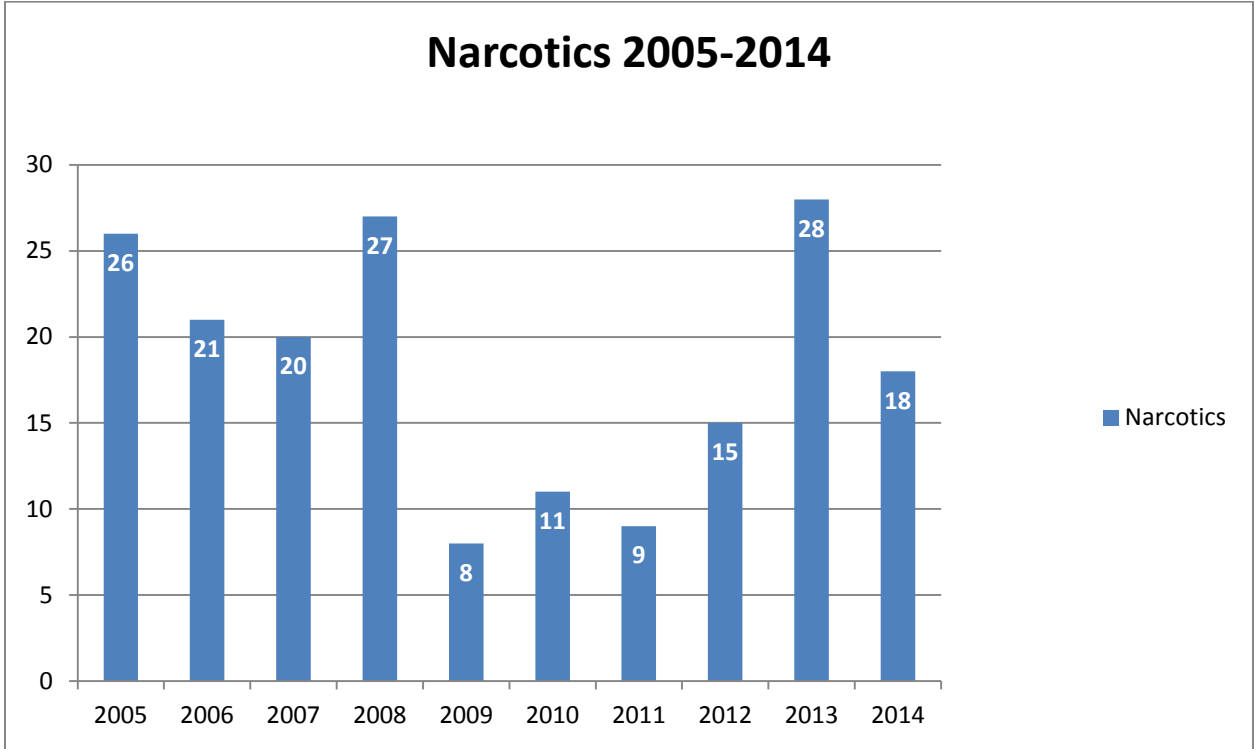
Attachment: 11-2015 Police Report (2590 : Police Report)



Haymarket Police Department



Group "A" Crimes



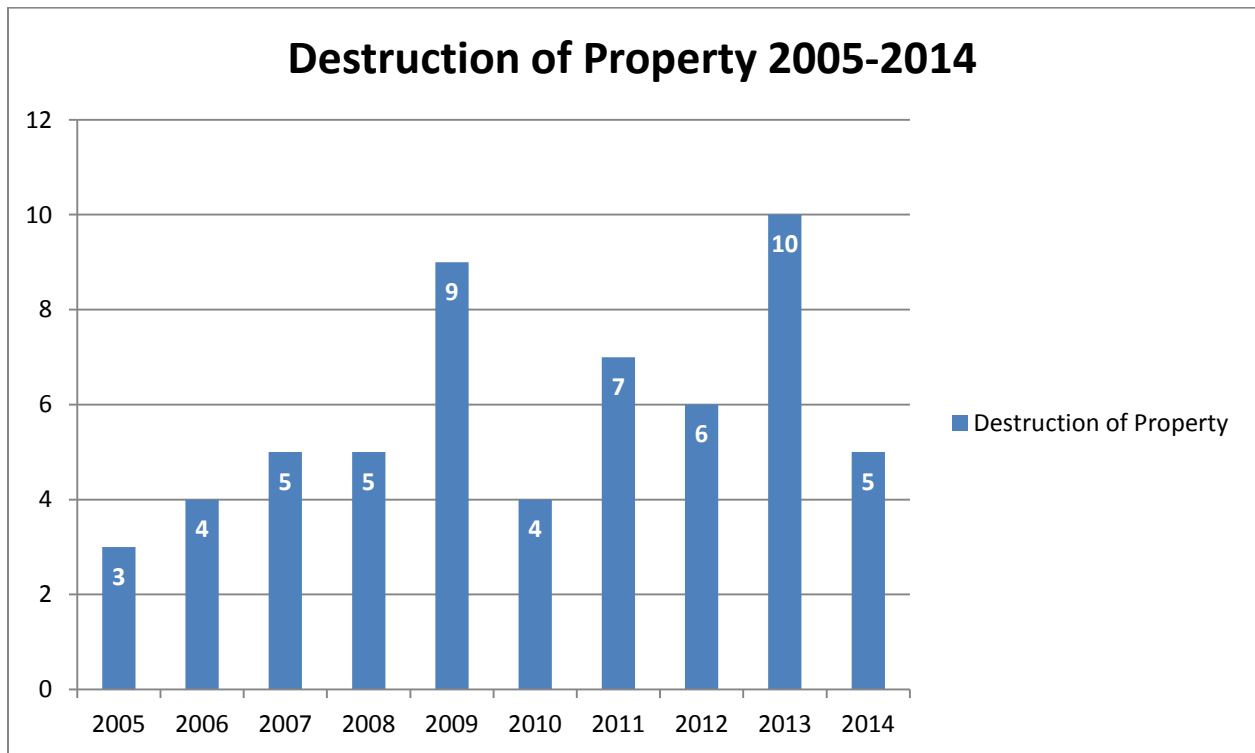
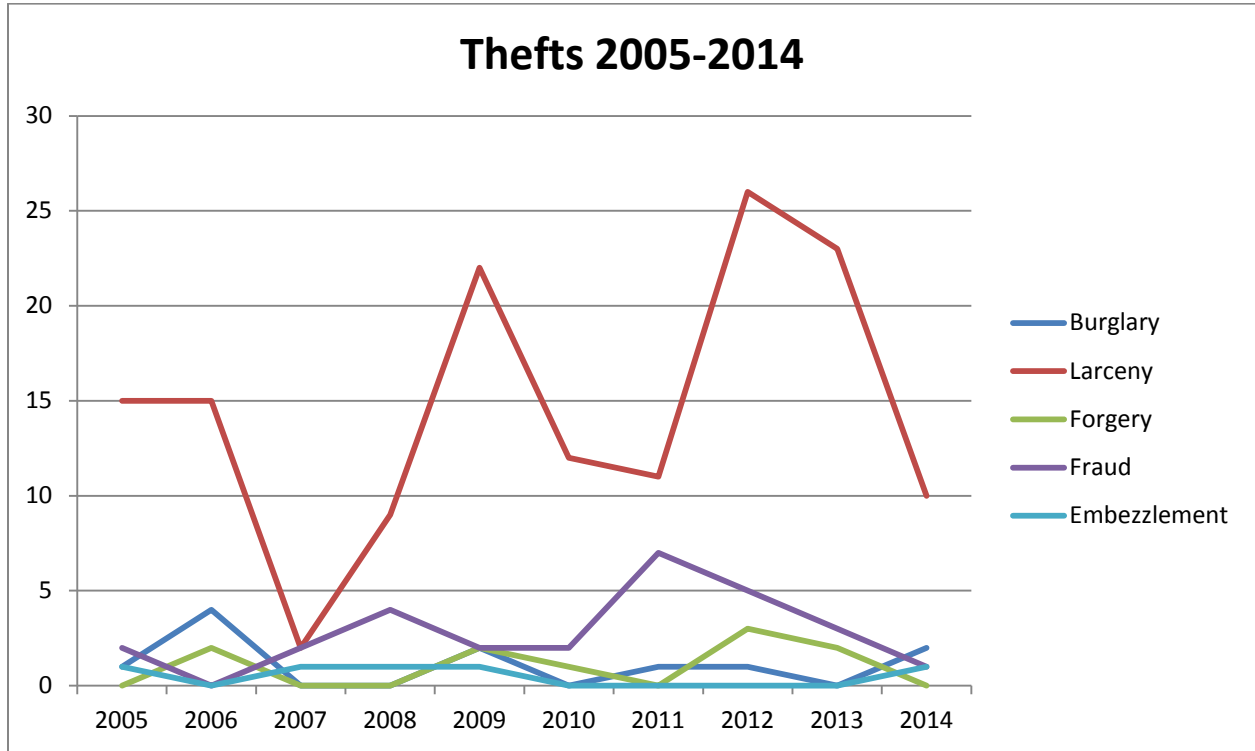
Attachment: 11-2015 Police Report (2590 : Police Report)



Haymarket Police Department



Group "A" Crimes



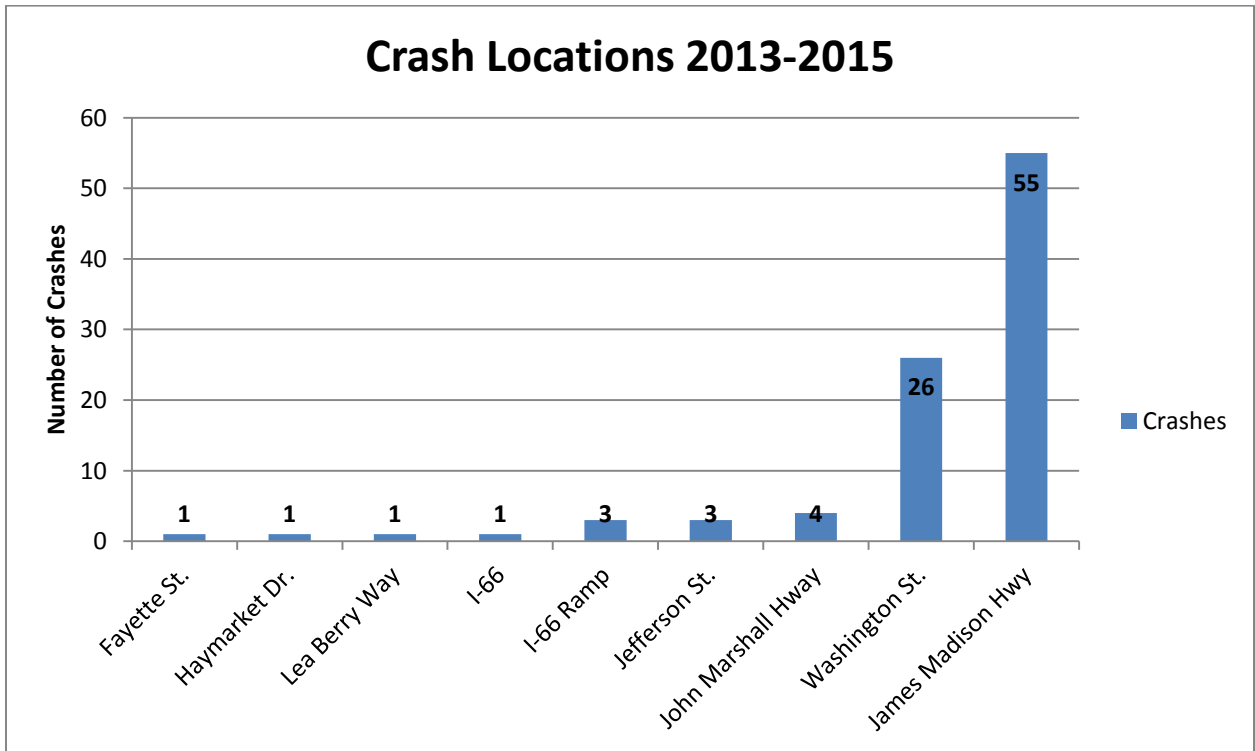
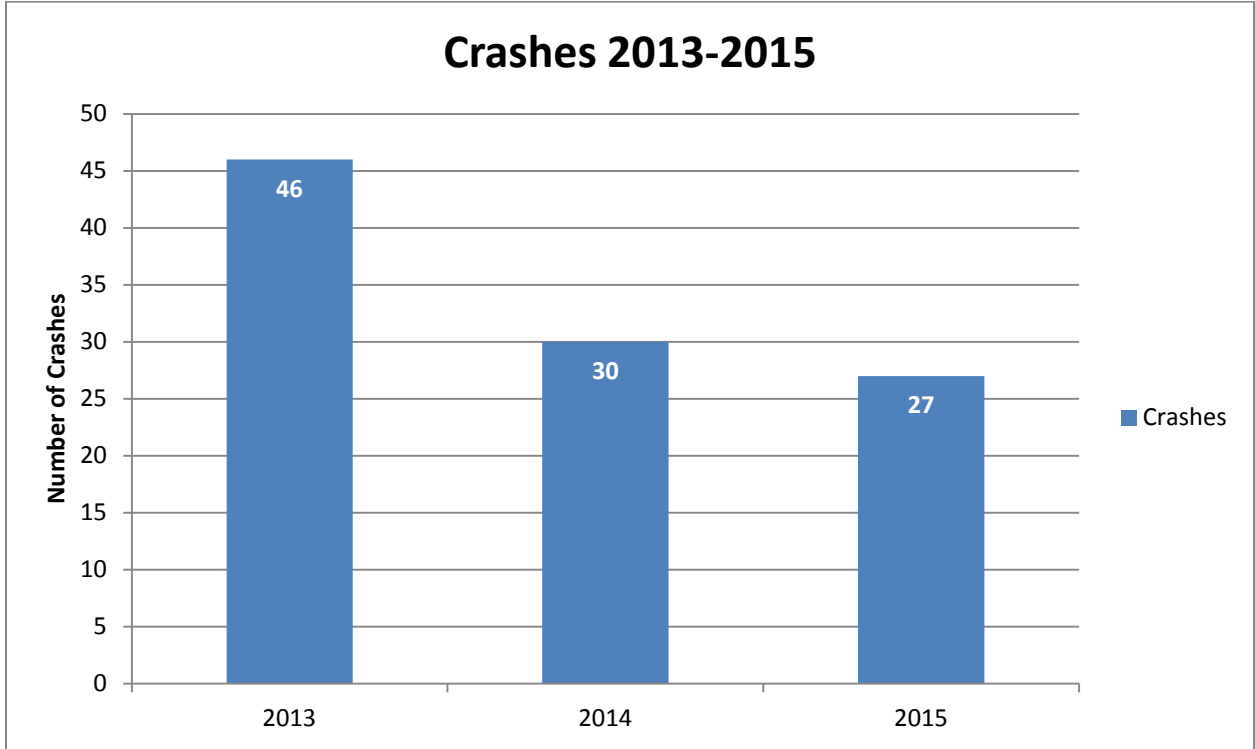
Attachment: 11-2015 Police Report (2590 : Police Report)



Haymarket Police Department



Vehicle Crashes



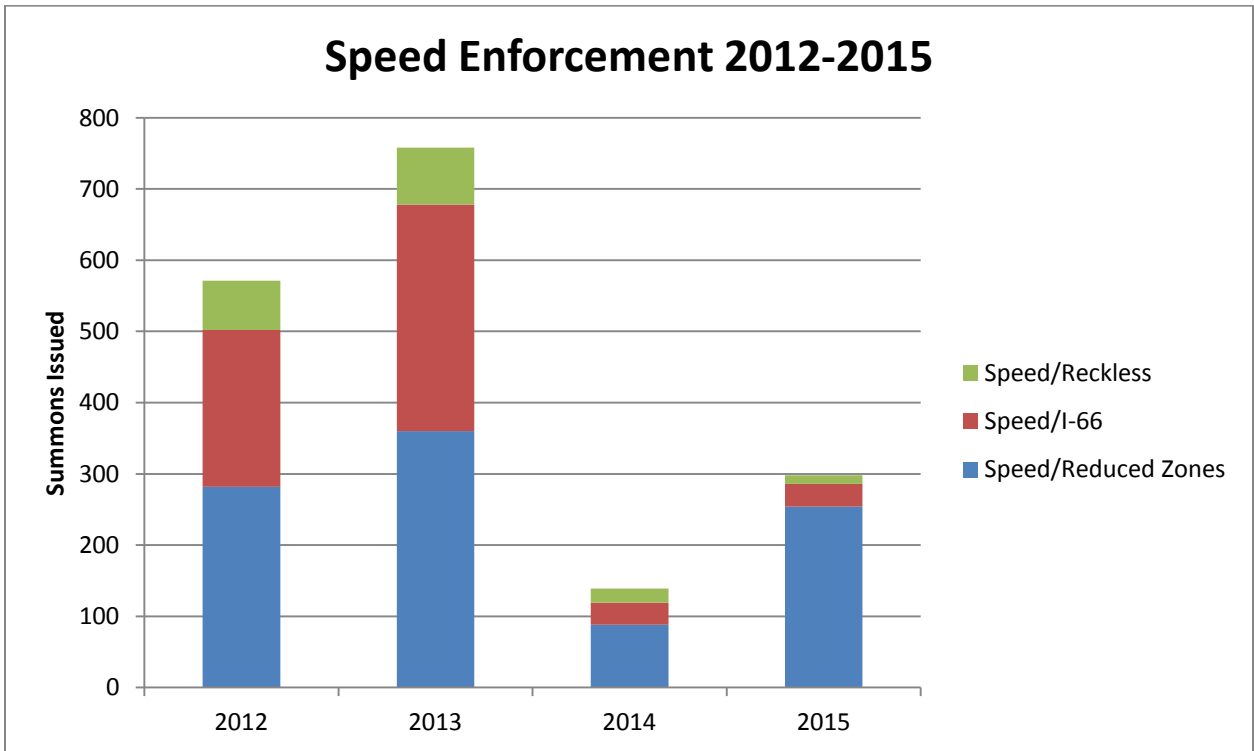
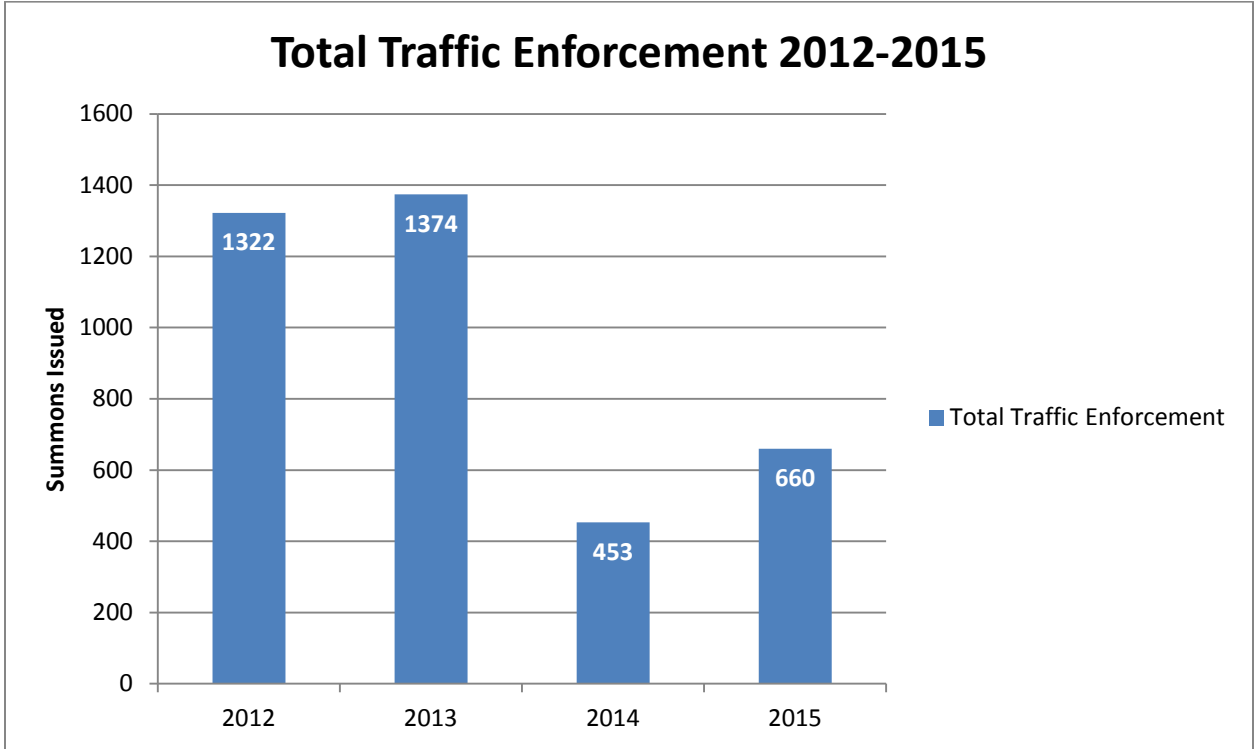
Attachment: 11-2015 Police Report (2590 : Police Report)



Haymarket Police Department



Traffic Enforcement



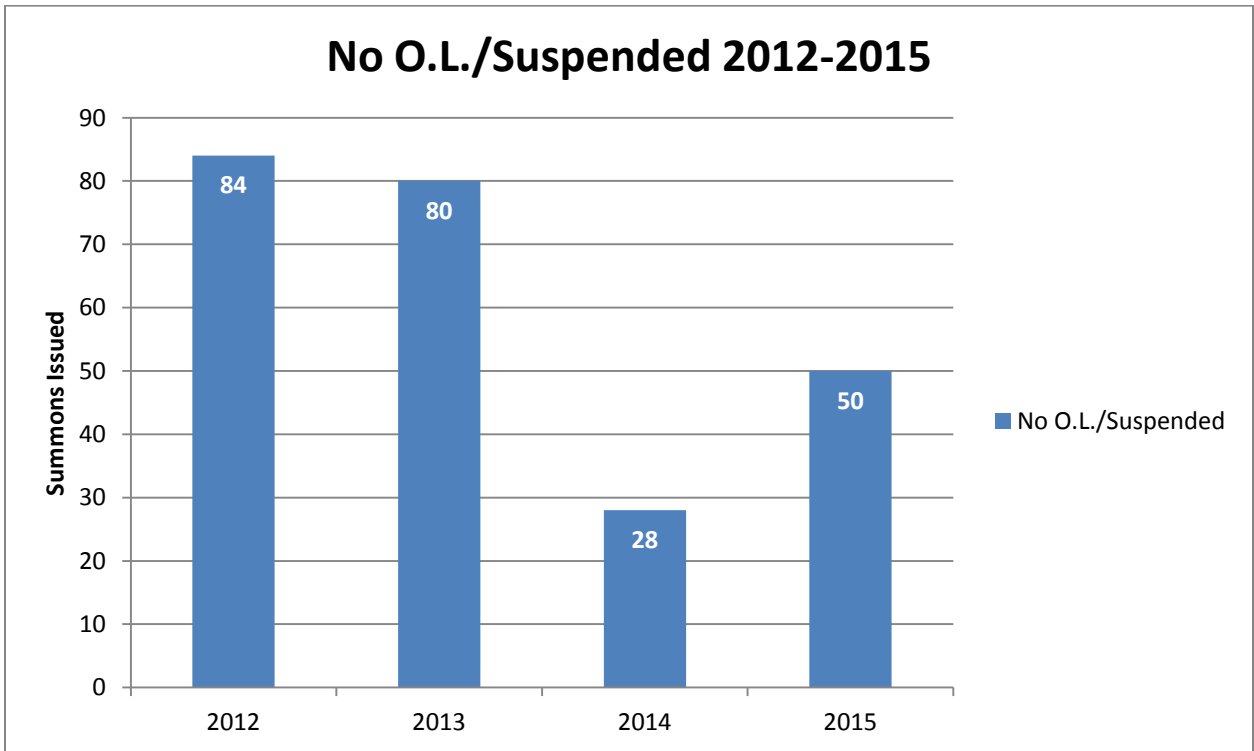
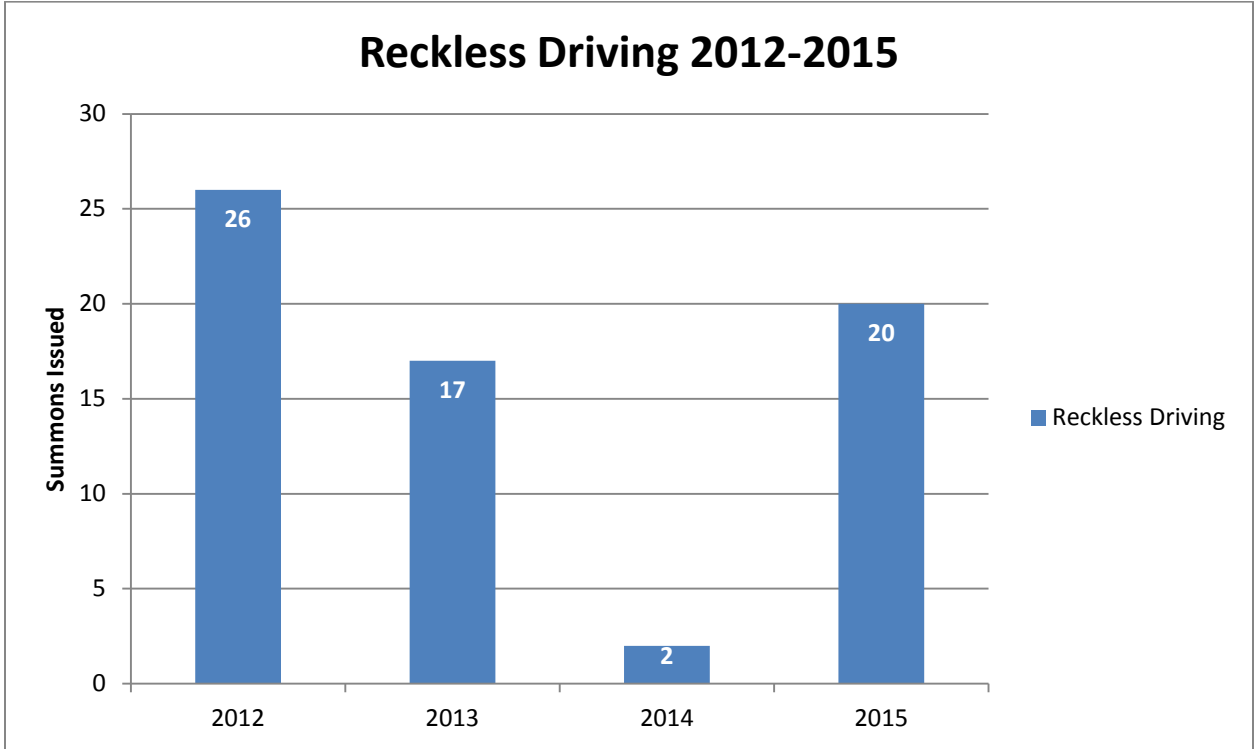
Attachment: 11-2015 Police Report (2590 : Police Report)



Haymarket Police Department



Traffic Enforcement



Attachment: 11-2015 Police Report (2590 : Police Report)



Haymarket Police Department



Significant Incidents

NATURE	DATE	TIME	LOCATION (BLOCK)	DETAILS
Unlawful Wounding	09/12/2015	9-10 pm	15155 Washington St (Ice Plex)	Report of unwarranted assault resulting in injury during hockey game.
Unauthorized entry to vehicle and Petit Larceny from vehicle	09/18-19/2015	11:45 pm to 8:00 am	14900 Blk Greenhill Crossing	Reported that someone entered unlocked vehicle and removed property valued < \$200.
Unauthorized entry into vehicle and Petit Larceny from vehicle	09/18-19/2015	5:00 pm to 3:00 pm	6900 Blk Jockey Club	Reported that someone entered unlocked vehicle and removed property valued <\$200
Vandalism	09/07-11/2015	Midnight to 10:30 pm	6600 Blk Fayette Street	Report of damage to window pane of home by rock.
Vandalism	09/07/2015	10:30 am to 12:30 pm	14900 Blk Washington St.	Reported that damage was done to windows in rear of building.
Possession of Marijuana Driving while Suspended	09/14/2015	10:30 pm	Washington & Fayette	Traffic stop for defective equipment resulted in 1 adult male arrest for Possession of Marijuana and 1 adult female issued summons for Driving while Suspended.
Possession of Marijuana	09/07/2015	1:00 am	Washington & Fayette	Traffic stop for defective equipment resulted in 1 adult male arrest for Possession of Marijuana.

Attachment: 11-2015 Police Report (2590 : Police Report)



Haymarket Police Department



Significant Incidents

Possession of Marijuana	09/15/2015	8:30 pm	6800 Blk Saint Paul Drive	Traffic stop for defective equipment resulted in 1 adult male arrest for Possession of Marijuana.
DUI	09/12/2015	8:30 pm	I66 East	Report of Reckless Driver led to stop of vehicle and 1 adult male arrest for DUI.
DUI Drive while Suspended	09/21/2015	1:15 am	Washington & Costello Way	Traffic stop for defective equipment resulted in 1 adult female arrest for DUI and summons for Driving while Suspended.
DUI	09/27/2015	2:35 am	Rt 15 N @ I66 E on ramp	Vehicle parked in travel lane but still running, upon investigation it was determined driver was intoxicated. 1 adult male arrest for DUI.

Attachment: 11-2015 Police Report (2590 : Police Report)



Haymarket Police Department



Other Issues of Note

Budget

- Select sub-objects

Salaries & Wages – Overtime	\$5,153.08	\$12,000.00	42.9%
Uniforms & Police Supplies	\$4,078.10	\$8,000.00	51.0%

- DMV 402 Grant Award
 - \$4050 for speed enforcement
 - \$3375 for impaired driving enforcement
 - 50% matching through fuel and vehicle maintenance

- Vehicle Repair Expenditures

○ 2011 Charger	Steering Rack Assembly	\$990.20
○ 2006 Charger	Fuel Pump	\$748.41
○ 2009 Charger	Oil Pressure Sender	\$257.36
○ 2013 Ford	Tire Replacement	<u>\$1008.44</u>
		\$3004.41

- Clarification on 599 Funding:
 - §9.1-170. Distribution of funds to towns.
 - B. Towns located in eligible counties and which have police departments shall receive a percentage of the funds distributed to the county in accordance with §9.1-169, such percentage to be equal to the ratio of the town’s population as determined by the Department to the total population of the county.

Community Relations

- Agency participation in Explorer Post #1268
 - Officer Shaver will be assisting Prince William County Police Department

Attachment: 11-2015 Police Report (2590 : Police Report)



TO: Town of Haymarket Town Council
 SUBJECT: Engineer's Report
 DATE: 11/02/15

Enhancement Project

- All outstanding work orders for material and labor have been received and approved. All progress invoices have been received.
- While the final invoice has not been prepared at this time due to some outstanding coordination with the Contractor, it appears that the project will come in approximately \$140,000 +/- under the original bid amount. This amount includes all approved work orders but does not include budgeted contingency that was not used and does not include any Liquidated Damages.
- The contract has a fixed end date of August 29, 2014 with a \$1,000/day Liquidated Damages clause for late completion. At the writing of this report, there are no agreed upon claims for Request for Time Extension.
- A settlement meeting with Finley has been scheduled for November 16, 2015 with me, the Town Manager and the Town Attorney.

Bridge over Railroad Tracks on Route 15

- Prince William County is applying for funding through HB2 (federal funding) to design and construct a bridge over the railroad tracks on Rte 15.
- VDOT has requested that the Town pass a resolution of support for the County to design and construct this bridge to accompany the funding application, which is due December 1.
- There is a separate agenda item for this resolution.

Caboose Enhancement Project

- This project is to construct an ADA accessible deck and install landscaping at the Caboose.
- After receiving no bids on the original advertisement and much coordination with VDOT on how to proceed, we reached out the Genesis Consulting and Contracting to provide a bid. They were the only Contractor to pick up bid documents in the original advertisement.
- On Wednesday, September 23 at 12:30 pm we held a public bid opening. We received the one bid from Genesis in the amount of \$24,407.
- We sent the Request to Award to VDOT and are awaiting the response. After receiving the Approval to Award, I will bring the bid to Town Council for the actual award.
- I have asked Genesis to provide a "rough" estimate for changing the material type for the floor and the rails to composite. I am only asking for a rough estimate at this time so that Genesis does not waste time preparing a formal change order when we are not sure if the change order will actually be processed. Once I receive the rough number, I will bring to Town Council to decide if you want to proceed with composite decking and a formal change order.

Meeting with DR Horton

- I met with Beau Christie, the new DR Horton Project Manager, on Wednesday, October 14 to discuss finishing up and closing out Sherwood Forest and Alexandra's Keep.
- Mr. Christie stated finishing these projects are a top priority for him and hopes to have them finished by the end of the year.
- Evidence that he is pushing to close out these projects is that some of the damaged curb has been replaced and the Engineers for both projects have been in touch with me to discuss what needs to be completed on the As-Built surveys.

Meeting with Dominion for Power Lines on Jefferson Street south of Washington Street

- The Town Manager and I met with Dominion on Monday, October 19, to discuss all of the criss-

crossing and unsightly overhead lines on Jefferson Street south of Washington Street (behind the Old Bank Building).

- Dominion is preparing scoping level estimates and layouts to underground/consolidate/relocate these lines.
- Once the scoping layouts are received, Staff will then need to coordinate with Verizon and Comcast to get scoping level cost estimates to underground/relocate their utilities that are on the same poles as the Dominion lines.



TO: Town of Haymarket Town Council
 SUBJECT: Main Street Coordinator's Report
 DATE: 11/02/15

Museum Lighting Ceremony

Every night in November the Town's Museum will be lit "purple" in honor of National Alzheimer's Disease Awareness Month. Licensed Professional Counselor, Frances Herron, will be here to speak on Alzheimer's disease and its effects on the people living with it and those who care for them.

National Young Reader's Day

November 10th marks the 11th annual Young National Readers Day. This event promotes literacy in elementary schools all across our nation. The Town of Haymarket will participate in this national event at Gravelly Elementary School in Haymarket, Virginia. It is a day when over 20,000 students in Prince William County will either read or be read to on that day.

Coffee & Conversation

On Monday, November 16th at 8 am, the Town will host its last coffee and conversation for the calendar year. Topics for discussion:

- Moving our businesses forward in 2016
- Police Department updates by Chief Eric Noble
- Town development updates by Marchant Schneider, Town Planner

Haymarket Health Forum

Saturday, November 21st at 10 am one of our Town businesses, Group Therapy Associates will host a free panel discussion with local wellness experts on how to stay healthy and manage stress during the holiday season. For more information and to reserve your seat please visit www.grouptherapyassociates.com/Haymarket <<http://www.grouptherapyassociates.com/Haymarket>>

Christmas in Haymarket

Set in the year 1865, Museum visitors will enjoy a glimpse in the past on what a family of "prominence" would have dined on and decorate their homes during the holidays. The "faux" dinner display will feature accurate replicas of dishes and table settings that would have been used in the mid 1800's in Virginia.

Haymarket Holiday Party 2015

The Town of Haymarket will host its 25th annual Holiday Party on Saturday, December 5th from 3 pm until 6 pm. Festivities will include:

- Tree lighting ceremony
- Entertainment by local preschools and dance studios
- Holiday cookie decorating station
- Taste of Haymarket
- Hot chocolate & hot cider
- Can food drive (donations benefiting the Haymarket Food Pantry)
- Make your own s'mores (donations benefiting the Willing Warriors Foundation)
- Take your picture with Santa & Mrs. Claus

More details TBD.

Museum Attendance for October 2015

10/3 - 10/4 = 8

Information Item (ID # 2596)

Meeting of November 2, 2015

10/10 - 10/11 = 30
10/17 - 10/18 = 26
10/24 - 10/25 = TBD
10/31 = TBD



TO: Town of Haymarket Town Council
SUBJECT: Planner's Report
DATE: 11/02/15

Ongoing Projects

- Installation of curb, gutter, sidewalk, and utilities along Bleight Drive has begun. The work should take 4 to 6 weeks. The developer also installed orange fencing along the east side of Bleight Drive to separate the work from the playground / park areas at QBE.
- Construction plans for the Ice Rink Expansion are under review. Work is anticipated to begin later this fall.
- The building official and I met Ms. Pardo-Cohen on October 3 to discuss potential reuse of the existing structure at 14881 Washington Street (blue house). The ARB previously approved a partial demolition of the structure.

Development Review

- Revised Chic-Fil-A and Sheetz site plan / special use permit materials were submitted the week of September 22 and are under review by staff.



TO: Town of Haymarket Town Council
 SUBJECT: Treasurer's Report
 DATE: 11/02/15

- The current year Profit & Loss report is attached. There are no immediate concerns with the current budget. Revenue continues to come in at its budgeted monthly amount. Real Estate Tax bills have been mailed out and it's expected that the revenue from this will arrive within the next 6 weeks as the due date of 12/5/2015 approaches. There are currently still only three parcels that still owe delinquent Real Estate Taxes. That total is around \$3100.00.
- Final notice letters were sent out to three Town Businesses who have yet to file their 2014 Business Gross Receipts to obtain their 2015 Business License. One of those three has complied to date. I will be referring to Legal in regards to the next step of this process.
- The Audit was complete in September by Robinson Farmer Cox. The Town has to meet requirements of the Governmental Accounting Standard Board (GASB), with respect to participation in the Virginia Retirement System (VRS). There have recently been additional requirements from the GASB, and the Town's Auditors were waiting for the supplement in order to complete the report to the Town. The Auditors received that supplemental, and are now working on the report for the Town and hope to have it at the next Council meeting.
- As was reported in last month's meeting, the Town has been collecting a 10% Meals Tax Late Fee on any Restaurant/Caterer that was late paying their monthly Meals Tax. The Town Ordinance however only mentions a 10% per annum fee, which equates to slightly less than 1% per month (.83). This 10% Late Fee amount was put on the Meals Tax declaration form in 2007 for unknown reasons. Per the Town Attorney and the State Code, we only need to go back two years to issue refunds to those that have paid the 10% monthly fee. According to the records, the amount that will be refunded to three businesses that this affected is \$586.93. The current Meals Tax form has been changed to reflect the correct penalty according to the Town Ordinance.
- We are currently in need of a fourth check signer on the Town's bank accounts. Since Pamela Swinford has resigned from Council, the Finance Committee has agreed the check signing ability should be replaced, and will be replaced by Susan Edwards. The Resolution for that request is in the packet this evening.
- I will be at a Roles and Responsibilities of the Treasurer course in Newport News, VA on November 9-10th. Topics will include preparation of tax bills, collecting Real Estate and Personal Property taxes, collection of other taxes, licenses, fees and fines, legal constraints, etc.

ATTACHMENTS:

- 2 - Treasurers Profit & Loss Statement (PDF)

2:31 PM
 10/21/15
 Accrual Basis

Town of Haymarket Profit & Loss Budget vs. Actual July 2015 through June 2016

	Jul '15 - Jun 16	Budget	% of Budget
Ordinary Income/Expense			
Income			
GENERAL PROPERTY TAXES			
Real Estate - Current	283,058.36	292,000.00	96.9%
Public Service Corp RE Tax	10,050.30	9,000.00	111.7%
Interest - All Property Taxes	94.39		
Total GENERAL PROPERTY TAXES	293,203.05	301,000.00	97.4%
OTHER LOCAL TAXES			
Sales Tax Receipts	38,522.43	130,000.00	29.6%
Meals Tax - Current	140,165.66	450,000.00	31.1%
Consumer Utility Tax	33,458.18	120,000.00	27.9%
Bank Stock Tax	0.00	25,000.00	0.0%
Business License Tax	6,346.69	176,000.00	3.6%
Penalties (Non-Property)	556.96		
Cigarette Tax	61,526.25	220,000.00	28.0%
Total OTHER LOCAL TAXES	280,576.17	1,121,000.00	25.0%
PERMITS,FEES & LICENESES			
Occupancy Permits	200.00	500.00	40.0%
Inspection Fees	975.00	7,000.00	13.9%
Other Planning & Permits	1,200.00	30,000.00	4.0%
Application Fees	500.00	2,000.00	25.0%
Motor Vehicle Licenses	885.00	1,000.00	88.5%
Total PERMITS,FEES & LICENESES	3,760.00	40,500.00	9.3%
FINES & FORFEITURES			
Fines	12,106.39	48,000.00	25.2%
Total FINES & FORFEITURES	12,106.39	48,000.00	25.2%
REVENUE - SPONSORED TOWN EVENTS	35,275.17	65,000.00	54.3%
MISCELLANEOUS REVENUE			
Miscellaneous	55.00		
Total MISCELLANEOUS REVENUE	55.00		
MISCELLANEOUS			
Earnings on VACO/VML Investment	1,166.77		
Sale of Salvage & Surplus	0.00	0.00	0.0%
Recovered Costs- Private Events	0.00	5,000.00	0.0%
Interest on Bank Deposits	302.11	100.00	302.1%
Citations & Accident Reports	545.00	1,000.00	54.5%
Total MISCELLANEOUS	2,013.88	6,100.00	33.0%
RENTAL (USE OF PROPERTY)			
Suite 110 Rental Income	0.00	26,850.00	0.0%
Suite 206 Rental Income	27,736.96	84,100.00	33.0%
Suite 200 Rental Income	1,610.00	4,830.00	33.3%
15020 Wash St Rental Income	14,239.32	42,735.00	33.3%
6630 Jefferson St Rental Income	8,430.00	41,055.00	20.5%
Town Hall Rental Income	600.00	1,200.00	50.0%
Total RENTAL (USE OF PROPERTY)	52,616.28	200,770.00	26.2%
INTEREST ON BANK DEPOSITS	3,717.97		
REVENUE FROM COMMONWEALTH			
Communications Tax	40,860.15	120,000.00	34.1%
Department of Fire Programs	0.00	41,200.00	0.0%
599 Law Enforcement Grant	7,092.00	28,334.00	25.0%
Personal Property Tax Reimburse	18,626.97	18,600.00	100.1%
Car Rental Reimbursement	1,961.91	4,500.00	43.6%
Railroad Rolling Stock	1,514.70	1,400.00	108.2%
REVENUE FROM COMMONWEALTH - Other	534.00		
Total REVENUE FROM COMMONWEALTH	70,589.73	214,034.00	33.0%

Attachment: 2 - Treasurers Profit & Loss Statement (2593 : Treasurer's Report)

2:31 PM
 10/21/15
 Accrual Basis

Town of Haymarket Profit & Loss Budget vs. Actual July 2015 through June 2016

	Jul '15 - Jun 16	Budget	% of Budget
REVENUE FROM FEDERAL GOVERNMENT			
PEDESTRIAN IMPROVEMENT GRANT	33,532.00	250,000.00	13.4%
CABOOSE ENHANCEMENT GRANT	0.00	38,500.00	0.0%
Total REVENUE FROM FEDERAL GOVERNMENT	33,532.00	288,500.00	11.6%
TRANSFER OF CASH RESERVES	0.00	1,178,499.00	0.0%
Total Income	787,445.64	3,463,403.00	22.7%
Gross Profit	787,445.64	3,463,403.00	22.7%
Expense			
01 - ADMINISTRATION			
11100 - TOWN COUNCIL			
Salaries & Wages - Regular	7,275.00	32,100.00	22.7%
FICA/Medicare	437.58	2,000.00	21.9%
Unemployment Insurance	94.82	1,350.00	7.0%
Mileage Allowance	496.10	750.00	66.1%
Meals and Lodging	2,653.25	2,500.00	106.1%
Convention & Education	2,880.00	5,000.00	57.6%
Total 11100 - TOWN COUNCIL	13,836.75	43,700.00	31.7%
12110 - TOWN ADMINISTRATION			
Salaries/Wages-Regular	80,568.53	243,600.00	33.1%
Salaries/Wages - Overtime	6,329.79	8,000.00	79.1%
Salaries/Wages - Part Time	20,682.40	92,700.00	22.3%
FICA/Medicare	11,045.81	22,165.00	49.8%
VRS	7,094.38	15,660.00	45.3%
Health Insurance	15,816.48	46,772.00	33.8%
Life Insurance	732.66	3,151.00	23.3%
Disability Insurance	646.57	2,600.00	24.9%
Unemployment Insurance	367.37	2,550.00	14.4%
Worker's Compensation	543.55	350.00	155.3%
Liability Insurance	8,689.00	9,000.00	96.5%
Accounting Services	3,479.52	8,000.00	43.5%
Cigarette Tax Administration	1,577.52	4,000.00	39.4%
Printing & Binding	6,485.09	8,000.00	81.1%
Advertising	4,299.00	10,000.00	43.0%
Computer, Internet & Website Svc	6,567.10	30,000.00	21.9%
Postage	862.43	4,500.00	19.2%
Telecommunications	1,696.92	4,500.00	37.7%
Mileage Allowance	871.71	2,500.00	34.9%
Meals & Lodging	2,397.69	5,000.00	48.0%
Convention & Education	3,265.00	15,000.00	21.8%
Discretionary Fund	1,059.79	2,000.00	53.0%
Books, Dues & Subscriptions	1,605.00	2,000.00	80.3%
Office Supplies	1,476.05	4,500.00	32.8%
Capital Outlay-Machinery/Equip	0.00	25,000.00	0.0%
66900 - Reconciliation Discrepancies	0.02		
Miscellaneous	207.74		
Total 12110 - TOWN ADMINISTRATION	188,367.12	571,548.00	33.0%
12210 - LEGAL SERVICES			
Legal Services	21,138.84	90,000.00	23.5%
Total 12210 - LEGAL SERVICES	21,138.84	90,000.00	23.5%
12240 - INDEPENDENT AUDITOR			
Auditing Services	0.00	16,000.00	0.0%
Total 12240 - INDEPENDENT AUDITOR	0.00	16,000.00	0.0%
Total 01 - ADMINISTRATION	223,342.71	721,248.00	31.0%

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 Accrual Basis

Town of Haymarket Profit & Loss Budget vs. Actual July 2015 through June 2016

	Jul '15 - Jun 16	Budget	% of Budget
03 - PUBLIC SAFETY			
31100 - POLICE DEPARTMENT			
Salaries & Wages - Regular	122,878.08	359,000.00	34.2%
Salaries & Wages - Overtime	5,153.08	12,000.00	42.9%
Salaries & Wages - Part Time	3,827.57	10,500.00	36.5%
FICA/MEDICARE	7,270.51	23,000.00	31.6%
VRS	4,401.50	22,385.00	19.7%
Health Insurance	22,215.84	81,700.00	27.2%
Life Insurance	1,178.23	3,505.00	33.6%
Disability Insurance	744.00	2,250.00	33.1%
Unemployment Insurance	0.00	2,600.00	0.0%
Workers' Compensation Insurance	9,937.45	6,900.00	144.0%
Line of Duty Act Insurance	1,554.00	1,550.00	100.3%
Legal Services	3,297.52	15,500.00	21.3%
Repairs & Maintenance	2,018.80	8,000.00	25.2%
Advertising	0.00	150.00	0.0%
Electrical Services	880.04	5,500.00	16.0%
Computer, Internet & Website	1,408.47	5,000.00	28.2%
Postage	101.54	300.00	33.8%
Telecommunications	4,124.84	9,000.00	45.8%
General Prop Ins (Veh. & Bldg)	9,648.00	10,450.00	92.3%
Mileage Allowance	98.33	300.00	32.8%
Meals and Lodging	125.43	500.00	25.1%
Convention & Education	629.00	500.00	125.8%
Misc - Discretionary Fund	269.82	1,500.00	18.0%
Books Dues & Subscriptions	2,754.00	6,000.00	45.9%
Office Supplies	733.39	4,000.00	18.3%
Vehicle Fuels	4,187.14	17,000.00	24.6%
Vehicle Maintenance/Supplies	5,830.25	27,000.00	21.6%
Uniforms & Police Supplies	4,078.10	8,000.00	51.0%
Mobile Data Computer Netwk Svc	0.00	10,000.00	0.0%
Capital Outlay-Machinery/Equip	2,365.00	53,000.00	4.5%
Total 31100 - POLICE DEPARTMENT	221,709.93	707,090.00	31.4%
34100 - BUILDING OFFICIAL	1,555.00	50,000.00	3.1%
32100 - FIRE & RESCUE			
Contributions to other Govt Ent	38,801.46	40,200.00	96.5%
Total 32100 - FIRE & RESCUE	38,801.46	40,200.00	96.5%
Total 03 - PUBLIC SAFETY	262,066.39	797,290.00	32.9%
04 - PUBLIC WORKS			
43200 - REFUSE COLLECTION			
Trash Removal Contract	26,148.76	80,000.00	32.7%
Total 43200 - REFUSE COLLECTION	26,148.76	80,000.00	32.7%
43100 - MAINT OF 15000 Wash St./Grounds			
Repairs/Maintenance Services	28,017.09	65,200.00	43.0%
Maint Svc Contract-Pest Control	925.00	1,500.00	61.7%
Maint Svc Contract-Landscaping	11,120.25	30,000.00	37.1%
Maint Svc Contract Snow Removal	0.00	4,000.00	0.0%
Maint Svc Cont- Street Cleaning	3,210.00	11,000.00	29.2%
Electric/Gas Services	3,339.85	10,000.00	33.4%
Electrical Services-Streetlight	1,174.90	5,200.00	22.6%
Water & Sewer Services	398.60	1,000.00	39.9%
Janitorial Supplies	364.57	1,000.00	36.5%
Capital Outlay-Machinery/Equip	0.00	37,000.00	0.0%
Real Estate Taxes	1,394.72	2,500.00	55.8%
Total 43100 - MAINT OF 15000 Wash St./Grounds	49,944.98	168,400.00	29.7%
Total 04 - PUBLIC WORKS	76,093.74	248,400.00	30.6%
07 - PARKS, REC & CULTURAL			
71110 - EVENTS			
Contractual Services	33,055.84	65,000.00	50.9%
Total 71110 - EVENTS	33,055.84	65,000.00	50.9%

Attachment: 2 - Treasurers Profit & Loss Statement (2593 : Treasurer's Report)

2:31 PM
 10/21/15
 Accrual Basis

Town of Haymarket Profit & Loss Budget vs. Actual July 2015 through June 2016

	Jul '15 - Jun 16	Budget	% of Budget
72200 - MUSEUM			
Salaries & Wages - Part Time	0.00		
Advertising	303.00	2,000.00	15.2%
Postage	0.00	100.00	0.0%
Telecommunications	508.67	1,500.00	33.9%
Convention & Education	0.00	500.00	0.0%
Mileage Allowance	153.55	200.00	76.8%
Books, Dues & Subscriptions	0.00	500.00	0.0%
Office Supplies	-105.91	800.00	-13.2%
Exhibits & Programs	567.10	3,000.00	18.9%
Capital Outlay-Furn/Fixtures	0.00	10,000.00	0.0%
Total 72200 - MUSEUM	1,426.41	18,600.00	7.7%
Total 07 - PARKS, REC & CULTURAL	34,482.25	83,600.00	41.2%
08 - COMMUNITY DEVELOPMENT			
81100 - PLANNING COMMISSION			
Salaries & Wages - Regular	1,513.20	6,000.00	25.2%
FICA/Medicare	0.00	850.00	0.0%
Consultants	5,572.00	30,000.00	18.6%
Mileage Allowance	0.00	500.00	0.0%
Meals & Lodging	191.24	1,500.00	12.7%
Convention/Education	857.29	2,000.00	42.9%
Books/Dues/Subscriptions	0.00	300.00	0.0%
Total 81100 - PLANNING COMMISSION	8,133.73	41,150.00	19.8%
81110 - ARCHITECTURAL REVIEW BOARD			
Salaries & Wages - Regular	1,200.00	5,500.00	21.8%
FICA/Medicare	0.00	850.00	0.0%
Mileage Allowance	0.00	500.00	0.0%
Meals & Lodging	0.00	1,000.00	0.0%
Convention & Education	0.00	1,000.00	0.0%
Books/Dues/Subscriptions	0.00	300.00	0.0%
Total 81110 - ARCHITECTURAL REVIEW BOARD	1,200.00	9,150.00	13.1%
Total 08 - COMMUNITY DEVELOPMENT	9,333.73	50,300.00	18.6%
09 - NON-DEPARTMENTAL			
95100 - DEBT SERVICE			
General Obligation Bond	172,410.85	189,065.00	91.2%
Total 95100 - DEBT SERVICE	172,410.85	189,065.00	91.2%
Total 09 - NON-DEPARTMENTAL	172,410.85	189,065.00	91.2%
94100 - WASH ST. ENHANCEMENT PROJECT			
Maintenance/Beautification	1,475.00	50,000.00	3.0%
Total 94100 - WASH ST. ENHANCEMENT PROJECT	1,475.00	50,000.00	3.0%
94101 - CABOOSE ENHANCEMENT PROJECT			
Construction	0.00	38,500.00	0.0%
Total 94101 - CABOOSE ENHANCEMENT PROJECT	0.00	38,500.00	0.0%
TOWN CENTER MASTER PLAN			
Construction	14,625.00	500,000.00	2.9%
Architectural/Engineering Fees	407.10		
Total TOWN CENTER MASTER PLAN	15,032.10	500,000.00	3.0%
HARROVER MASTER PLAN			
Construction	0.00	300,000.00	0.0%
Architecture/Engineering Fees	1,000.00	75,000.00	1.3%
Drafting of Plan	0.00	0.00	0.0%
Total HARROVER MASTER PLAN	1,000.00	375,000.00	0.3%
PEDESTRIAN IMPROVEMENT PROJECT			
Architectural/Engineering Fees	31,977.00	250,000.00	12.8%
Total PEDESTRIAN IMPROVEMENT PROJECT	31,977.00	250,000.00	12.8%

Attachment: 2 - Treasurers Profit & Loss Statement (2593 : Treasurer's Report)

2:31 PM
10/21/15
Accrual Basis

Town of Haymarket
Profit & Loss Budget vs. Actual
July 2015 through June 2016

	Jul '15 - Jun 16	Budget	% of Budget
General Reserve	0.00	160,000.00	0.0%
Total Expense	827,213.77	3,463,403.00	23.9%
Net Ordinary Income	-39,768.13	0.00	100.0%
Net Income	<u>-39,768.13</u>	<u>0.00</u>	<u>100.0%</u>



TOWN OF HAYMARKET TOWN COUNCIL

WORK SESSION ~ MINUTES ~

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

15000 Washington St
Haymarket, VA 20169

Monday, September 28, 2015

5:00 PM

Council Chambers

A Work Session of the Mayor and Council of the Town of Haymarket, VA, was held this evening in the Board Room, Commencing at 5:00 PM

Mayor David Leake called the meeting to order.

1. Call to Order

Councilman Matt Caudle: Present, Councilman Chris Morris: Absent, Councilman Kurt Woods: Present, Councilman Joe Pasanello: Present, Councilwoman Susan Edwards: Present, Vice Mayor Steve Aitken: Present, Mayor David Leake: Present.

2. Citizen's Time

3. Updates

A. Supervisor Candland

Mayor Leake welcomes Supervisor Candland this evening. Supervisor Candland provides some updates:

- Haymarket Gainesville Community Library Grand Opening is October 22 at 10:00 am. He invites all Council Members to attend
- VDOT has put on some finishing touches to the I-66/Route 29/Linton Hall interchange
- Construction has begun on the I-66 widening. Completion by August 2016
- The Route 15/I-66 interchange improvements are expected to be complete by fall 2017
- The Old Carolina bridge may be complete sometime this year, but still on target for early 2016.
- Haymarket Crossing is an apartment complex planned by the hospital. They have applied to change those to town homes.
- St. Catherine Drexel Parish special use permit for Route 15/Waterfall Road is before the BOCS
- There is no update to the proposed Dominion VA Power 230 kV transmission line
- The BOCS is looking for a location for the 13th High School. It is narrowed down to 2 potential possibilities, one near Stone Haven, the other is Rollins Ford Road
- Logmill Road project has begun.
- Councilman Pasanello asks about the status of John Marshall Commons. Supervisor Candland responds that it did not pass through the Planning Commission. It has been deferred.
- Councilman Pasanello thanks Supervisor Candland for his support
- Councilman Caudle asks about the status of Cabela's. He has no update for this project.
- The Stone Haven project has been reduced in density. He should appear on the Commission's agenda in January or February

B. Town Center Master Plan - Conceptual Layout

Mr. Hetzel thanks the Mayor and Council for the opportunity to design the Town Center Government Building. Presented this evening is the interior layout for the building. The next step with the exterior design is to go before the ARB in October.

4. Agenda Items

A. Town Council Draft Agenda Harrover Master Plan

The following items were reached as a consensus on the general development plan for the Harrover Property:

- Single entrance (across from Coach Way)

Minutes Acceptance: Minutes of Sep 28, 2015 5:00 PM (Minutes Acceptance)

- Small service facility
- Minimum amount of parking
- Multi-generational
- High point to be left open
- Not to be a revenue generator
- Accessibility should be a priority in phasing

5. Councilmember Time

- A. Chris Morris
- B. Kurt Woods
- C. Matt Caudle
- D. Joe Pasanello
- E. Steve Aitken
- F. David Leake

6. Adjournment



TOWN OF HAYMARKET TOWN COUNCIL

REGULAR MEETING ~ MINUTES ~

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

15000 Washington St
Haymarket, VA 20169

Thursday, October 1, 2015

7:00 PM

Council Chambers

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

Mayor David Leake called the meeting to order.

1. Call to Order

Councilman Matt Caudle: Absent, Councilman Chris Morris: Absent, Councilman Kurt Woods: Present, Councilman Joe Pasanello: Present, Councilwoman Susan Edwards: Present, Vice Mayor Steve Aitken: Present, Mayor David Leake: Present.

2. Swearing In - Susan Edwards

Clerk of the Circuit Court Michele McQuigg swears in Councilwoman Edwards this evening

3. Invocation - Brian Johnson, St. Thomas UMC

Pastor Brian Johnson is here this evening to offer the invocation

4. Pledge of Allegiance

5. Citizen's Time

No public comment

6. Consent Agenda

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Steve Aitken, Vice Mayor
SECONDER:	Susan Edwards, Councilwoman
AYES:	Kurt Woods, Joe Pasanello, Susan Edwards, Steve Aitken
ABSENT:	Matt Caudle, Chris Morris

A. Department Reports

- i. Police Report - Chief Eric Noble
- ii. Engineer's Report
- iii. Planner's Report
- iv. Building Official's Report
- v. Main Street Coordinator's Report
- vi. Treasurer's Report - Sherrie Wilson
- vii. Town Manager's Report - Brian Henshaw

B. Minutes Acceptance

- i. Committee - Police Chief Hiring - Committee - May 21, 2015 4:00 PM
- ii. Committee - Police Chief Hiring - Committee - Jul 9, 2015 4:30 PM
- iii. Mayor and Council - Regular Meeting - Aug 3, 2015 7:00 PM
- iv. Committee - Police Chief Hiring - Committee - Aug 5, 2015 5:00 PM
- v. Committee - Police Chief Hiring - Committee - Aug 6, 2015 5:00 PM
- vi. Mayor and Council - Work Session - Jul 27, 2015 5:00 PM
- vii. Committee - Personnel - Committee - Aug 20, 2015 12:00 PM
- viii. Mayor and Council - Special Meeting - Aug 31, 2015 4:30 PM
- ix. Mayor and Council - Regular Meeting - Sep 8, 2015 7:00 PM
- x. Mayor and Council - Special Meeting - Sep 17, 2015 6:00 PM

Minutes Acceptance: Minutes of Oct 1, 2015 7:00 PM (Minutes Acceptance)

7. Agenda Items

A. Breast Cancer Awareness Month

Ms. Jackie Glenn is here this evening representing Novant Health for the lighting of the museum pink in recognition of breast cancer awareness month. Mayor Leake reads aloud:

WHEREAS, October 2015 marks more than 28 years that National Breast Cancer Awareness has educated women about early breast cancer detection; and

WHEREAS, National Breast Cancer Awareness Month is dedicated to increasing public knowledge about the importance of early detection of breast cancer by collaborating with several public service organizations, professional associations, and government agencies who work together to ensure that the National Breast Cancer Awareness Month message is heard by thousands of women and their families; and

WHEREAS, the American Cancer Society estimates in the United States, more than 231,840 new cases of invasive breast cancer will be diagnosed in women this year; and

WHEREAS, the American Cancer Society estimates in the United States, more that 2,350 new cases of invasive breast cancer will be diagnosed in men this year; and

WHEREAS, through research and advocacy, significant advances have been made in the fight against breast cancer, including significant decreases in mortality; and

WHEREAS, the 3 million breast cancer survivors living in the United States today are a testament to courage, as well as to the importance of promoting awareness about breast cancer, providing information, funding research, following recommended screening guidelines and offering treatment to those who are affected.

NOW, THEREFORE, be it proclaimed that the Town Council of Haymarket, Virginia does herby recognize the month of October 2015 as Breast Cancer Awareness Month and ask all citizens to join in this worthy cause, to celebrate successes and memorialize lost battles.

Mayor calls for a five minute recess so that the Council can light the museum pink.

B. 2015 Haymarket Day Parade Winners

- Susana Gergin & John Mitchell receive the Mayor's Choice award to Linton Hall School
- Bonnie Bagan on behalf of Spotlight Dance receives the Best Performance award

C. Pedestrian Improvements Grant

Move to direct the Town Engineer to contact the Virginia Department of Transportation to update and sign the Locally Administered Project Agreement with the \$43,085 obligation for the Town to pay at 100%. I further move to direct the Town Engineer and Town Manager to budget this amount when preparing the FY17 Budget.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Susan Edwards, Councilwoman
SECONDER:	Joe Pasanello, Councilman
AYES:	Kurt Woods, Joe Pasanello, Susan Edwards, Steve Aitken
ABSENT:	Matt Caudle, Chris Morris

D. Berkley Group Proposal

Move to authorize the Town Manager to execute a contract proposal for Phase I- Zoning Ordinance with the Berkley Group.

Minutes Acceptance: Minutes of Oct 1, 2015 7:00 PM (Minutes Acceptance)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Joe Pasanello, Councilman
SECONDER:	Susan Edwards, Councilwoman
AYES:	Kurt Woods, Joe Pasanello, Susan Edwards, Steve Aitken
ABSENT:	Matt Caudle, Chris Morris

8. Councilmember Time

A. Matt Caudle

- Councilman Caudle hands out a drawing he made as a result of the work session discussion regarding the Harrover Master Plan

B. Susan Edwards

- She is glad to be back and thanks the Council for having her back

C. Steve Aitken

- Vice Mayor Aitken comments on how well run Haymarket Day was and thanks the staff and volunteers
- He welcomes Chief Eric Noble
- He reminds that several Council members are leaving for the VML conference this weekend

D. Chris Morris

E. Joe Pasanello

- Councilman Pasanello thanks the staff for the page numbering
- He thanks the Chief for the police presence
- He feels the Council had a good discussion about the Harrover Master Plan and feels the Town is headed in the right direction

F. Kurt Woods

- No comments this evening

G. David Leake

- Mayor Leake reminds that the next 48 hours are the most serious time for Hurricane Joaquin; please everyone be safe

9. Adjournment

A. Motion to Adjourn

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Steve Aitken, Vice Mayor
SECONDER:	Kurt Woods, Councilman
AYES:	Kurt Woods, Joe Pasanello, Susan Edwards, Steve Aitken
ABSENT:	Matt Caudle, Chris Morris

Submitted:

Approved:

Jennifer Preli, Town Clerk

David Leake, Mayor

Minutes Acceptance: Minutes of Oct 1, 2015 7:00 PM (Minutes Acceptance)



TO: Town of Haymarket Town Council
SUBJECT: Bull Run ASAP Policy Board Appointment
DATE: 11/02/15

Subject: Bull Run ASAP Policy Board Member Appointment

Background: Pursuant to the Code of Virginia, Sections 15.1-21 & 18.2-271.1, each of the participating governmental jurisdictions within the Counties of Loudoun and Prince William are eligible, upon Resolution, to join the Policy Board and appoint Board Members to serve. The Bull Run ASAP Policy Board is responsible for general program oversight and annual budget approval. The Town of Haymarket is a member of this Board. Interim Chief Greg Smith was appointed by the Town Council to serve on this board.

Recommendation:

It is recommended that the Town Council appoint Eric S. Noble, Chief of Police to represent the Town of Haymarket on the Bull Run ASAP Policy Board

Recommended Motion

Move to appoint Eric S. Noble, Haymarket Chief of Police to the Bull Run ASAP Policy Board as a representative of the Town of Haymarket, his term to run concurrent with his employment with the Town.

ATTACHMENTS:

- Bull Run ASAP(PDF)
- HaymarketResolution (PDF)

BULL RUN

Prince William County

9108-D Manassas Drive
Manassas Park, Virginia 20111
703-369-7979
FAX 703-369-5011



Loudoun County

9 Loudoun Street, S.E.
Leesburg, Virginia 20175
703-771-4702
FAX 703-771-4713

JAIME MORAN, DIRECTOR

9/30/15

RECEIVED
OCT 13 2015

TOWN OF HAYMARKET

Town of Haymarket
Town Council
Haymarket, Va.

Hon. Mayor and Council Members,

Interim Chief Greg Smith has previously been your appointed representative on the Bull Run ASAP Policy Board. Bull Run ASAP is pleased to hear that Eric Noble is now the new Chief in Haymarket.

I am providing the program's Annual Report for your review. Bull Run ASAP is the Virginia Alcohol Safety Action Program, serving both Prince William and Loudoun County. It is the agency that primarily provides probation, education and treatment referral to drunk drivers and other alcohol/drug offenders from the court system. Due to the agency's unique self-funding ability, Bull Run ASAP requires no funding from any local, county or state revenue. Bull Run ASAP is operated solely on the fees paid by the offenders and other participants of the program.

The Bull Run ASAP Policy Board requests your continued support of the Haymarket Police Department in their efforts to enforce the laws against Driving Under the Influence and other alcohol/drug-related highway safety violations.

I am also requesting that the Haymarket Town Council appoint a new representative to the Bull Run ASAP Policy Board.

Please contact me if you have any questions. Thank You.
Sincerely,

Jaime Moran, Director
Kimball Peele, Retired Director

Prince William County

9108-D Manassas Drive
 Manassas Park, Virginia 20111
 703-369-7979
 FAX 703-369-5011



Kimball T. Peele
 DIRECTOR

Loudoun County

9 Loudoun Street, S.E.
 Leesburg, Virginia 20175
 703-771-4702
 FAX 703-771-4713

BULL RUN ASAP
ALCOHOL SAFETY ACTION PROGRAM
ANNUAL REPORT FY2015
JULY 1, 2014 to JUNE 30, 2015

CONTENTS**Page**

- 1- Program Summary Information
- 2- Jurisdiction & ASAP Policy Board
- 3- Costs of Program Operations
- 4- Program Referrals
- 5- Program Types & Costs
- 6- Program Fees
- 7- Other Information
- 8- Organization/Staffing Chart

SUMMARY INFORMATION

BULL RUN ALCOHOL SAFETY ACTION PROGRAM (ASAP)

- One of 24 local ASAP Programs in Virginia
- Established by and operated under Virginia Code, Section 18.2-271.21
- Regulated and Certified by the Virginia Commission on VASAP in Richmond
- Locally administered by the Bull Run ASAP Policy Board
- Virginia jurisdictions of Loudoun County and Prince William County
- The City of Manassas Park serves as the Program's Fiscal Agent

SERVICES:

- Probationary case monitoring for Court-referred offenders:
 - Drunk Drivers, Drug Offenders, Youthful Alcohol/Drug Offenders
 - Habitual Offenders, Reckless Driving Offenders
 - Ensure compliance with Court requirements, including alcohol/drug testing
 - Monitor out-of-state program participation
 - Monitor compliance with court-ordered Ignition Interlock systems
 - Provide courts with offender participation reports & assessments
- Substance Abuse Intervention
 - Provide substance abuse & relapse prevention education
 - Refer treatment cases to licensed substance abuse programs

PROGRAM TARGET AREAS:

- Case Management/Offender Intervention – Provide probation services for the courts, education & treatment-referral, DMV & Ignition Interlock administrative services
- Enforcement – help provide training and assistance to local law enforcement agencies to enhance detection and apprehension of drunk/drugged drivers
- Adjudication – Work with the courts to ensure efficient processing of offenders, and provide monthly MADD Victim Impact Panels at the Courthouse.
- Evaluation/Certification – Maintain state certification standards
- Public Information/Education – Enhance community awareness of the dangers of driving under the influence, and other substance abuse problems

11 JURISDICTIONS OF BULL RUN ASAP:

Loudoun County, including the Towns of: Leesburg, Middleburg & Purcellville

Prince William County, including: City of Manassas & City of Manassas Park

Towns of: Dumfries, Haymarket, Occoquan & Quantico

LOCAL ADMINISTRATIVE POLICY BOARD:

Pursuant to Virginia Code, Sections 15.1-21 & 18.2-271.1, each of the participating governmental jurisdictions within the Counties of Loudoun and Prince William are eligible, upon Resolution, to join the Policy Board and appoint Board Members to serve. The Bull Run ASAP Policy Board is responsible for general program oversight and annual budget approval. The members are:

Police Chief Rebecca Edwards – Town of Dumfries

Interim Police Chief Greg Smith – Town of Haymarket

Judy Brinegar, Chairman – Town of Leesburg

Lorraine Gunzerath – County of Loudoun

Chester Halterman – City of Manassas

Chief John Evans – City of Manassas Park

Chief A. J. Panebianco – Town of Middleburg

Chief Sheldon Levi – Town of Occoquan

William Hunt – County of Prince William

Margaret Vaughan – Town of Purcellville

Chief John Clair – Town of Quantico

Dorothy Vazzana – Policy Board Appointee

The Board itself may also appoint members who have an appropriate interest in the ASAP program. Those members may be comprised of individuals representing law enforcement, prosecution, educators, members of MADD, and individuals interested in traffic safety. The Board is required to meet at least quarterly, generally with alternating dinner meetings in Prince William and Loudoun.

**5-YEAR COMPARISON
TOTAL COST OF PROGRAM OPERATIONS FY2011 - FY2015
JULY 1, 2010 THRU JUNE 30, 2015
Fiscal Years = July 1 thru June 30**

	COST OF PROGRAM OPERATION	PAYMENT TO STATE OFFICE **	TOTAL PROGRAM COST
FISCAL YEAR 2011	\$1,194,338	\$34,637	\$1,228,975
FISCAL YEAR 2012	\$1,174,455	\$36,347	\$1,210,802
FISCAL YEAR 2013	\$1,186,043	\$35,881	\$1,221,924
FISCAL YEAR 2014	\$1,240,710	\$34,802	\$1,275,512
FISCAL YEAR 2015	\$1,240,914	\$34,356	\$1,275,270
TOTAL 5-YEAR ASAP PROGRAM COST FY2011 to FY2015=			\$6,212,483 *

***The total cost of Bull Run ASAP program operations is paid for by fees collected from offenders in the program.**

No local, state, or federal tax money is used for the operational costs of the Bull Run ASAP program.

Convicted drunk drivers pay most of the costs of the program.

**** In addition to entirely funding the local program through offender fees, each local ASAP program sends funds back to Richmond, each month, to help financially support the operation of the VASAP State Office. The state fee share is currently 3%.**

5-YEAR PROGRAM REFERRAL COMPARISON ***REFERRALS BY PROGRAM TYPE - JULY 1, 2010 TO JUNE 30, 2015**

<u>PROGRAM TYPE:</u> (see page 5 for descriptions)	Fiscal Years = July 1 to June 30				
	FY11	FY12	FY13	FY14	FY2015
DRIVER IMPROVEMENT PROGRAM **	116	122	0	0	0
SUSPENDED DRIVER INTERVENTION PROG.	324	302	305	331	335
DRUG OFFENDER REFERRALS	114	131	123	106	101
JUVENILE YOUNG OFFENDERS	1	44	105	110	34
EVALUATIONS FOR HABITUAL OFFENDERS	107	109	111	98	117
HABITUAL OFFENDER PROGRAM	37	29	39	35	35
IGNITION INTERLOCK MONITOR PROGRAM	128	126	114	180	241
PRE-TRIAL ALCOHOL/DRUG EVALUATIONS	15	12	5	2	6
RECKLESS DRIVING REFERRALS	557	579	521	342	404
DRIVING UNDER THE INFLUENCE (DUI) ***	2,856	2,925	2,850	2,755	2,503
YOUNG OFFENDER	120	144	74	45	27
ZERO TOLERANCE	12	10	4	1	2
ANNUAL TOTAL REFERRALS	4,387	4,533	4,251	4,005	3,805

5-YEAR TOTAL REFERRALS, FY2011 thru FY2015 = 20,981

*5-year comparison numbers updated annually

** Driver Improvement Program discontinued in FY13

***Driving Under the Influence (DUI) cases represent a significant majority of offenders in the program
[In Virginia, DUI is also called DWI (Driving While Intoxicated)]

BULL RUN ASAP PROGRAM TYPES & COSTS

DRIVER IMPROVEMENT PROGRAM: – This program was discontinued by Bull Run ASAP in 2012 because there are ample private businesses in the area offering driver improvement.

SUSPENDED DRIVER INTERVENTION PROGRAM: \$30 - Required by DMV for all persons having received 2 Driving Revoked/Suspended convictions within a 10-year period. The purpose of the interview is to review the offender’s DMV Driving Record to help prevent the occurrence of a 3rd conviction, which requires a mandatory jail sentence.

DRUG OFFENDERS: \$400 - Referred from Court usually for Possession of Marijuana, Possession of Drug Paraphernalia, or other drug-related charges. ASAP probation/intervention services required.

LICENSE RESTORATION EVALUATION: \$175 - Required of Habitual Offenders, offenders convicted of DWI 3rd, or offenders who have been administratively revoked by DMV for 3 DWI convictions within a 10-year period. The evaluation is used by the offenders to petitioning the Court for restricted driving privileges or full restoration of driving privileges. The total cost of the evaluation process is \$225, which includes the cost of alcohol/drug urine testing at \$50.

LICENSE RESTORATION REFERRAL: \$400 – Offenders referred from Court after petitioning and being granted restricted driving privileges. ASAP probation/intervention services usually required.

IGNITION INTERLOCK MONITORING: \$300 minimum - Monitoring and DMV administrative services for offenders required to have an Ignition Interlock device on their vehicle for a minimum 6-month period, with no alcohol violations. Initial 6-month period costs \$300, with a per month cost of \$50 thereafter as required.

PRE-TRIAL ALCOHOL/DRUG/DRIVER RISK EVALUATION: \$150 - These evaluations, sometimes requested by attorneys, report the need for alcohol/drug education or treatment, and also assesses the risk involved in allowing the offender to drive.

RECKLESS DRIVING OFFENDER: \$400 – Reckless Driving cases are offenders who were arrested for Driving Under the Influence (DUI) but the case was reduced to Reckless Driving in Court. ASAP probation/intervention required for 6 to 12 months.

DRIVING UNDER THE INFLUENCE OFFENDERS: \$400 - Referred from Court., Virginia DMV, or from out-of-state for convictions of Driving Under the Influence of alcohol or other drugs. The term DUI (Driving Under the Influence) and DWI (Driving While Intoxicated) are sometimes used interchangeably in Virginia. ASAP probation /intervention required for 1 to 3 years.

YOUNG OFFENDERS, ZERO TOLERANCE & JUVENILE OFFENDERS: \$150 to \$250 - Referred from General District Court and Juvenile Court for Under Age Drinking offenses, Driving After Consuming Alcohol While Under Age, and other alcohol/drug related youthful offenses.

BULL RUN ASAP PROGRAM FEES

SUMMARY OF PROGRAM FEES

ASAP Probation Services, 1 year	\$300 (Intake, assessment, referral, monitoring, reporting)
2 nd year	\$120 (probationary monitoring, minimum 2 office visits)
3 rd year	\$ 60 (probationary monitoring, minimum 1 office visit)
Education Intervention Programs	\$ 100
Juvenile Education Only program	\$ 150
Alcohol-Drug Treatment	Paid to Treatment Provider, in addition to ASAP fees. Costs vary depending upon type and length of program
Suspended Driver Intervention Program	\$ 30
License Restoration Evaluations	\$175 (plus \$50 for alcohol/drug urine test; total = \$225)
Ignition Interlock Monitoring, minimum	\$300 (covers first 6 months, \$50/month thereafter)
Pre-Trial Risk Evaluations	\$150
Alcohol or Drug Test (urine)	\$ 25 each

MISCELLANEOUS FEES

Bad Check	\$ 25
Make-up Classes	\$ 25
Re-enrollment within first year	\$ 50
Re-enrollment after first year	\$300
Administrative DMV entry for ASAP completion (old cases)	\$100 - \$300
Evaluation Update (some cases)	\$100

ASAP fees may be paid by cash, check, money order or credit card. Payment plans are made available at the initial intake appointment. ASAP requires that all program and treatment fees be paid in full prior to successful completion of the program.

Payment of all program fees is a priority at Bull Run ASAP. ASAP is a self-supporting agency funded entirely by fees paid by offenders and program participants; there is no taxpayer support of ASAP.

JURISDICTIONS OF BULL RUN ASAP CASES IN FY15:

Prince William County	1,961	57%
Loudoun County	677	20%
Fairfax County	306	9%
Out of State	84	2%
Fauquier County	56	1-2%
Arlington County	50	1-2%
Stafford County	49	1-2%
Alexandria City	39	1-2%

Other Jurisdictions less than 1%:

Chesterfield County	6	Herndon, Town of	14	Winchester	8
Clarke County	7	Radford City	14		
Culpeper County	8	Richmond City	9		
Fairfax City	7	Rockingham County	11		
Falls Church City	3	Spotsylvania County	11		
Frederick County	20	Virginia Beach City	8		
Henrico County	5	Warren County	8		

FY15 CASES were classified as follows:

Education	30%	Non-problem cases
Intensive Education	30%	Potential problem cases
Treatment	40%	Need for substance abuse treatment evident

IGNITION INTERLOCK: *Now mandatory for DUI offenders in Va.*

- A hand-held breathalyzer device attached to the car's ignition system.
- Car will not start unless the driver is alcohol-free.
- While driving, random breath sample required every 10-20 minutes.
- If alcohol is detected while driving, the car's horn & lights will alarm.
- Judges may require the device for the entire period of restricted driving privileges, 6 months to 3 years.
- There is a minimum 6-month period, with no alcohol violations.
- Bull Run ASAP monitors each device monthly, over 900 units.
- The device costs about \$80 per month, paid to the interlock company chosen by the offender
- These interlock companies are approved to operate in Virginia:

ALCOLOCK DRAEGER LIFESAFER SMART START

BULL RUN ASAP – ORGANIZATION/STAFF CHART

Commission on VASAP
701 E. Franklin St., #1110
Richmond, Va. 23219

Bull Run ASAP Policy Board
(Representatives from Loudoun and Prince William jurisdictions that have law enforcement agencies)

Circuit/District Court *Judges*, Loudoun and Prince William Counties

City of Manassas Park, Va.
Fiscal Agent (benefits, payroll, insurance, etc.)

Kimball Peele, Director

Prince William County Office
9108-D Manassas Drive
Manassas Park, Va. 20111

- *Loudoun County Office*
9 Loudoun St. SE
Leesburg, Va. 20175

Bonnie Pool	<i>Office Manager</i>	Barbara Legnini	<i>Office Manager</i>
Ellie Lomba Hinzman	<i>Case Manager</i>	Matthew Hall	<i>Case Manager</i>
Nacira Rodriguez	<i>Case Manager</i>	Lucy Cruz	<i>Case Manager</i>
Mark Del Piano	<i>Case Manager</i>		
-		-	
Donna Valaer	<i>Office Assistant</i>	Carol Eiserman	<i>Office Assistant</i>
Ingrid Alvarez	<i>Office Assistant</i>		

Narciza Da Silva Gomez *ASAP Court Liaison*

Part-Time Instructors

Haydn Davis, Pat McConnell, Rachel Perkins Pete Kakalec
Ruby Magill, Mario Prada

-
Part-Time Evaluator (both Offices)
Nancy McGarry

classrooms:
9108-C Manassas Dr, Manassas Park
1549 Old Bridge Road, #209, Woodbridge

classrooms:
9 Loudoun St. S.E., Leesburg

A RESOLUTION ENDORSING THE ESTABLISHMENT OF AN INDEPENDENT POLICY BOARD FOR THE BULL RUN ALCOHOL SAFETY ACTION PROGRAM

WHEREAS, the Commonwealth of Virginia in the interest of highway safety has provided by law programs for probation, education, and rehabilitation of persons charged with driving motor vehicles under the influence of alcoholic beverages and other self-administered drugs, such programs being collectively known as Virginia Alcohol Safety Action Program or VASAP; and

WHEREAS, since 1979, one of those programs known as Bull Run ASAP has been serving the County of Prince William and the Towns or Cities of Manassas, Manassas Park, Dumfries, Quantico, Haymarket, and Occoquan; and since 1982 has been serving the County of Loudoun and the Towns of Leesburg, Purcellville, and Middleburg, providing probation, education, and rehabilitation of persons charged in violation of Virginia Code Secion 18.2-266; and

WHEREAS, Section 18.2-271.2, Code of Virginia, establishes a Commission on VASAP, said Commission to establish procedures for the operation of local VASAP programs, and on April 3, 1987, said Commission issued directives that all local VASAP programs would establish and implement an independent Policy Board, representative of localities served, to operate the program.

NOW, THEREFORE, BE IT RESOLVED that the **Town of Haymarket** hereby becomes a participating locality in the Bull Run Alcohol Safety Action Program, pursuant to Virginia Code Sections 15.1-21 and 18.2-271.1, endorsing the establishment of an independent Policy Board, and agreeing to the following:

1. The Board may consist of up to fifteen (15) members. One person appointed by the governing body of each participating jurisdiction for a term of at least two (2) years;
- 2) Other members of the Board shall be selected by majority vote of appointed members to serve terms of one (1) year each and shall include persons representing education, police, courts and citizens;
- 3) The Program shall be operated by the Board in compliance with the VASAP Commission Policies and Procedures and in conjunction with requirements of the local administrative and fiscal agency.
- 4) Each fiscal year, the Program Director shall prepare and submit for approval to the Board, and local fiscal agent, a budget to include client fees and any other available funds as deemed appropriate by the Board, but will include no cost to the participating jurisdictions. The VASAP Commission shall be responsible for funding any deficit occurring in the operation of the Bull Run ASAP Program.

5) This agreement shall remain in effect continuously from year to year until termination. Participating cities or counties may withdraw at any time by official action of the governing body and after ninety (90) days written notice to the Board. If a locality withdraws, its representatives shall no longer serve on the Board.

6) Title of property acquired by the Board shall be vested with the Board so long as two or more local jurisdictions continue to participate in its operation. In the event that all local units of government withdraw and the Commission on VASAP withdraws its endorsement, the property owned by the Board shall be disposed of in accordance with the then applicable provisions of the Code of Virginia, and upon, if necessary, the advice of the Attorney General's office and/or Circuit Court.

Adopted this 20th day of June, 1988, by the

Town of Haymarket

Teste:

Dorothy Keller, Town Clerk
Clerk

Attachment: HaymarketResolution (2605 : Bull Run ASAP Policy Board Appointment)



TO: Town of Haymarket Town Council
 SUBJECT: Route 15 Bridge Over Rail Road
 DATE: 11/02/15

BACKGROUND

- Prince William County is applying for House Bill 2 (HB2) for ranking and funding to design and construct a four lane roadway on Route 15 over the railroad tracks.
- Prince William County Board of County Supervisors passed Resolution 15-587 on September 22, 2015 approving the submittal of this project (and others). See attachment.

ISSUE

- VDOT has requested a resolution of support for the County for this project to include in their application package.
- It will help Prince William County's application and the scoring for the Rte 15 Bridge Over the Railroad project if the Town passes a resolution of support for the project.
- If the Town Council wishes to pass a resolution of support, the County needs it by the application attachment cut-off date of Dec 1, 2015.

UPDATE SUBSEQUENT TO AGENDA MEETING

- At/after the October 26 Agenda Meeting, Councilman Pasanello requested changes to the Resolution presented at the Agenda Meeting.
- Attached are both a red-line markup of the revised resolution and a clean copy of the revised resolution.

STAFF RECOMMENDATION

- Staff recommends the Town Council pass the resolution RES 2015-013 (attached) in support of Prince William County's HB2 funding application to design and construct a four lane roadway and bridge on Rte 15 over the railroad tracks.

ATTACHMENTS:

- 02-RES 2015-013 - Rte 15 Bridge over RR--Rev 10-28-15 (PDF)
- 03-RES 2015-013 - Rte 15 Bridge over RR--Rev 10-28-15 CLEAN (PDF)
- 03-PWC Agenda Item 4-C (PDF)

RESOLUTION #2015-013

A RESOLUTION OF SUPPORT FOR PRINCE WILLIAM COUNTY TO APPLY FOR HOUSE BILL 2
FUNDING TO DESIGN AND CONSTRUCT A 4-LANE ROADWAY AND RAILROAD OVERPASS ON
JAMES MADISON HIGHWAY, ROUTE 15

WHEREAS, House Bill 2 (HB 2) was passed in April 2014 by the General Assembly and requires that projects be evaluated prior to receiving state funding; and

WHEREAS, Prince William County compiled a list of projects that are priorities of the Board of County Supervisors; and

WHEREAS, the Prince William County Transportation staff has identified constructing a Railroad Overpass on Route 15 adjacent to the Town of Haymarket as a project for submission to the Commonwealth for an HB 2 evaluation; and

WHEREAS, Prince William Board of County Supervisors approved Resolution 15-587, a resolution authorizing the submission of Prince William County Transportation Project Priorities, including the Railroad Overpass on Route 15, for HB 2 evaluation at its September 22, 2015 meeting; and

WHEREAS, the Virginia Department of Transportation is widening James Madison Highway, Route 15, to four lanes, minimum, between Kapp Valley Way and Interstate 66 as part of the I-66/Rte 15 Interchange Project; and

WHEREAS, a private developer has widened James Madison Highway, Route 15, to the south of the railroad; and

WHEREAS, the two-lane section of James Madison Highway, Route 15, currently acts as a choke point; and

WHEREAS, there are significant traffic delays on James Madison Highway, Route 15, when the railroad crossing is activated; and

~~WHEREAS, Virginia Railway Express (VRE) is studying extending its services out to Haymarket, and such an extension could increase the number of tracks and the number of times the railroad crossing is activated; and~~

WHEREAS, a grade separated intersection between pedestrian/vehicular traffic and railroad traffic is safer for pedestrians, vehicles and trains than an at-grade intersection; and

WHEREAS, the increase in automobile traffic in the region has led to other safety measures at railroad crossings, including the construction of a railroad overpass at the Gainesville Route 29 crossing;

NOW, THEREFORE, BE IT RESOLVED that the Town of Haymarket supports the Prince William County submission for House Bill 2 funding to design and construct a four lane roadway and railroad overpass on James Madison Highway, Route 15.

Done this 2nd day of November, 2015.

ATTEST:



Jennifer Preli, Clerk

BY: TOWN OF HAYMARKET

David Leake, Mayor

Voting Aye:
Voting Nay:
Abstaining:
Absent:

RESOLUTION #2015-013

A RESOLUTION OF SUPPORT FOR PRINCE WILLIAM COUNTY TO APPLY FOR HOUSE BILL 2 FUNDING TO DESIGN AND CONSTRUCT A 4-LANE ROADWAY AND RAILROAD OVERPASS ON JAMES MADISON HIGHWAY, ROUTE 15

WHEREAS, House Bill 2 (HB 2) was passed in April 2014 by the General Assembly and requires that projects be evaluated prior to receiving state funding; and

WHEREAS, Prince William County compiled a list of projects that are priorities of the Board of County Supervisors; and

WHEREAS, the Prince William County Transportation staff has identified constructing a Railroad Overpass on Route 15 adjacent to the Town of Haymarket as a project for submission to the Commonwealth for an HB 2 evaluation; and

WHEREAS, Prince William Board of County Supervisors approved Resolution 15-587, a resolution authorizing the submission of Prince William County Transportation Project Priorities, including the Railroad Overpass on Route 15, for HB 2 evaluation at its September 22, 2015 meeting; and

WHEREAS, the Virginia Department of Transportation is widening James Madison Highway, Route 15, to four lanes, minimum, between Kapp Valley Way and Interstate 66 as part of the I-66/Rte 15 Interchange Project; and

WHEREAS, a private developer has widened James Madison Highway, Route 15, to the south of the railroad; and

WHEREAS, the two-lane section of James Madison Highway, Route 15, currently acts as a choke point; and

WHEREAS, there are significant traffic delays on James Madison Highway, Route 15, when the railroad crossing is activated; and

WHEREAS, a grade separated intersection between pedestrian/vehicular traffic and railroad traffic is safer for pedestrians, vehicles and trains than an at-grade intersection; and

WHEREAS, the increase in automobile traffic in the region has led to other safety measures at railroad crossings, including the construction of a railroad overpass at the Gainesville Route 29 crossing;

NOW, THEREFORE, BE IT RESOLVED that the Town of Haymarket supports the Prince William County submission for House Bill 2 funding to design and construct a four lane roadway and railroad overpass on James Madison Highway, Route 15.

Done this 2nd day of November, 2015.

ATTEST:



BY: TOWN OF HAYMARKET

Jennifer Preli, Clerk

David Leake, Mayor

Voting Aye:
Voting Nay:
Abstaining:
Absent:

Attachment: 03-RES 2015-013 - Rte 15 Bridge over RR--Rev 10-28-15 CLEAN (2598 : Route 15 Bridge Over Rail Road)

4-C**MOTION:**

September 22, 2015

SECOND:

Regular Meeting

Res. No. 15-

RE:

AUTHORIZE SUBMISSION OF PRINCE WILLIAM COUNTY TRANSPORTATION PROJECT PRIORITIES TO THE VIRGINIA DEPARTMENT OF TRANSPORTATION FOR STATE FUNDING AND ENDORSE PROJECTS SUBMITTED FROM TOWNS WITHIN THE COUNTY, CITIES ADJACENT TO THE COUNTY, AND TRANSIT AGENCIES SERVING THE COUNTY – COUNTYWIDE

ACTION:

WHEREAS, House Bill 2 (HB 2) was passed in April 2014 by the General Assembly and requires that projects be evaluated prior to receiving state funding; and

WHEREAS, Prince William County compiled a list of projects that are priorities of the Board of County Supervisors; and

WHEREAS, the Prince William County Transportation staff has identified the following projects for submission to the Commonwealth for an HB 2 rating. All of these projects have been previously approved by the Prince William Board of County Supervisors or have been identified as safety improvements by VDOT:

- Widen Route 1 from Mary's Way to Featherstone Road;
 - Widen Route 1 from Neabsco Road/Cardinal Road to Dumfries Road (Route 234);
 - Construct new interchange at Route 1 and Route 123 interchange (including the Annapolis Way Connection);
 - Construct Railroad Overpass on Route 15;
 - Construct interchange at Route 234 and Balls Ford Road and widen Balls Ford Road from Devlin Road to Doane Road;
 - Construct interchange at Route 234 Bypass, Route 234 Business (Dumfries Road), Brentsville Road and Prince William County Parkway;
 - Widen Neabsco Mills Road from Smoke Court to Route 1;
 - Widen Telegraph Road and widen Summit School Road and construct new connection to Telegraph Road;
 - Extend University Boulevard from Sudley Manor Drive to Devlin Road;
 - Construct Van Buren Road and bridge from Cardinal Drive to Route 234;
 - Construct improvements for Interstate 95 southbound ramp encroaching Dale Boulevard – *VDOT Safety Improvement*;
 - Design and Construct a Roundabout at the entrance to Northern Virginia Community College and Route 234 Business – *VDOT Safety Improvement*;
- and

September 22, 2015
Regular Meeting
Res. No. 15-
Page Two

WHEREAS, it is in the best interest of Prince William County to support projects being submitted by towns within the County and cities adjacent to the County, because they also benefit the residents of Prince William County. Therefore, Prince William County staff recommends the endorsement of the following projects being submitted to HB 2 for the following jurisdictions:

- City of Manassas – Widening of Liberia Avenue between Route 28 and the Norfolk Southern Railroad Overpass;
- City of Manassas – Adding a third lane along Route 234 Business (Sudley Road) between Rollins Road and Godwin Drive/ Prince William County line;
- Town of Dumfries – Widen Route 1 to 6 lanes (Brady's Hill Road to Route 234/Dumfries Road); and

WHEREAS, it is in the best interest of Prince William County to support projects being submitted by transit agencies that serve the residents of Prince William County. Therefore, County staff recommends the endorsement of Virginia Railway Express (VRE) application for the Gainesville/Haymarket Extension project for evaluation under HB 2. The project is a potential 11-mile extension of the Manassas line from the City of Manassas to the Haymarket area in Prince William County along the Norfolk-Southern B-Line rail corridor. The Potomac Rappahannock Transportation Commission, as co-owner of the VRE, also supports VRE's submission of the project application for evaluation under HB 2;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors does hereby authorize submission of Prince William County Transportation Project priorities to the Virginia Department of Transportation for State funding and endorse projects submitted from towns within the County, cities adjacent to the County, and transit agencies serving the County.

Votes:

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:

ATTEST: _____

Clerk to the Board



Melissa S. Peacor
County Executive

COUNTY OF PRINCE WILLIAM


OFFICE OF EXECUTIVE MANAGEMENT
1 County Complex Court, Prince William, Virginia 22192-9201
(703) 792-6600 Metro 631-1703 FAX: (703) 792-7484

BOARD OF COUNTY SUPERVISORS

Corey A. Stewart, Chairman
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August 25, 2015

TO: Board of County Supervisors

FROM: Thomas Blaser
Director of Transportation 

THRU: Melissa S. Peacor
County Executive

RE: Authorize Submission of Prince William County Transportation Project Priorities to the Virginia Department of Transportation for State Funding and Endorse Projects Submitted from Towns within the County, Cities Adjacent to the County, and Transit Agencies Serving the County - **Countywide**

I. Background in chronological order is as follows:

- A. House Bill 2 (HB 2) – HB 2 was passed in April 2014 by the General Assembly and requires that projects be evaluated prior to receiving state funding.
- B. Funding for FY 2017 – FY 2022 SYIP - The Commonwealth is projected to have \$1,000,200,000 in the FY 2017 – FY 2022 Six Year Transportation Improvement Plan (SYIP) to which projects should be submitted.
- C. Funding Under HB 2 – The estimate for the funding of projects for HB 2 evaluation as part of FY 2017- FY 2022 SYIP is allocated the following way:
 1. District Grant Program – Funding of \$103,700,000 will be available to jurisdictions and agencies in Northern Virginia.
 2. High-Priority Project Programs – Funding of \$500,100,000 will be available to jurisdictions and agencies statewide.

II. Current Situation is as follows:

- A. Project Submission – The County compiled a list of projects that are priorities of the Board.
- B. Prince William County Applications - Prince William County Transportation staff has identified the following projects for submission to the Commonwealth for HB 2 rating. All of these projects have been previously approved by the Prince William Board of County Supervisors or have been identified as safety improvements by VDOT:
- Widen Route 1 from Mary's Way to Featherstone Road
 - Widen Route 1 from Neabsco Road/Cardinal Road to Dumfries Road (Route 234)
 - Construct new interchange at Route 1 and Route 123 interchange (including the Annapolis Way Connection)
 - Construct Railroad Overpass on Route 15
 - Construct interchange at Route 234 and Balls Ford Road and widen Balls Ford Road from Devlin Road to Doane Road
 - Construct interchange at Route 234 Bypass, Route 234 Business (Dumfries Road), Brentsville Road and Prince William County Parkway
 - Widen Neabsco Mills Road from Smoke Court to Route 1
 - Widen Telegraph Road and widen Summit School Road and construct new connection to Telegraph Road
 - Extend University Boulevard from Sudley Manor Drive to Devlin Road
 - Construct Van Buren Road and bridge from Cardinal Drive to Route 234
 - Construct improvements for Interstate 95 southbound ramp encroaching Dale Boulevard – *VDOT Safety Improvement*
 - Design and Construct a Roundabout at the entrance to Northern Virginia Community College and Route 234 Business- *VDOT Safety Improvement*
- C. Endorsement of Submissions for Towns within the County and Adjacent Cities – It is in the best interest of Prince William County to support projects being submitted by towns within the County and cities adjacent to the County because they also benefit the residents of Prince William County. Therefore, Prince William County staff recommends the endorsement of the following projects being submitted to HB 2 for the following jurisdictions:

Authorize to Submit Projects for HB 2 Evaluation

August 25, 2015

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- City of Manassas – Widening of Liberia Avenue between Route 28 and the Norfolk Southern Railroad Overpass.
 - City of Manassas – Adding a third lane along Route 234 Business (Sudley Road) between Rollins Road and Godwin Drive/ Prince William County line.
 - Town of Dumfries - Widen Route 1 to 6 lanes (Brady's Hill Road to Route 234/Dumfries Road).
- D. Endorsement of Transit Agency Submission – It is in the best interest of Prince William County to support projects being submitted by Transit Agencies that serve the residents of Prince William County. Therefore, Prince William County staff recommends the endorsement of Virginia Railway Express' (VRE) application for the Gainesville/Haymarket Extension Project for evaluation under HB 2. The project is a potential 11 mile extension of the Manassas line from the City of Manassas to the Haymarket area in Prince William County along the Norfolk-Southern B-Line rail corridor. The Potomac Rappahannock Transportation Commission (PRTC), as co-owner of the VRE, also supports VRE's submission of the project application for evaluation under HB 2.
- E. Board Action Requested – Authorize submission of Prince William County Transportation Project priorities to the Virginia Department of Transportation for State funding and endorse projects submitted from towns within the County, cities adjacent to the County, and transit agencies serving the County.

III. Issues in order of importance are:

- A. Fiscal Impact – What are the fiscal implications of this action?
- B. Service Level/Policy Issue – What are the impacts on the County's Strategic Goals, the Comprehensive Plan or transportation service levels?
- C. Timing – Why does the authorization for the County to submit projects for HB 2 evaluation have to be submitted now?
- D. Legal – Does HB 2 require Prince William to authorize submission of projects for HB 2 evaluation? Is a public hearing needed in the submission of these projects for HB 2 evaluation?

IV. Alternatives in order of feasibility are:

- A. Authorize submission of Prince William County Transportation Project priorities to the Virginia Department of Transportation for State funding and endorse projects submitted from towns within the County, cities adjacent to the County, and transit agencies serving the County.
1. Fiscal Impact – Authorizing the submission of projects for HB 2 evaluation will provide an opportunity for the County to secure state funds to improve transportation infrastructure improvements that will benefit the residents of the County.
 2. Service Level/Policy Issue –When these projects receive state funding, it will improve transportation service levels for capacity and safety in Prince William County. These projects will support the County’s Transportation Strategic Plan Goal of a “multi-modal transportation network that supports County and regional connectivity.”
 3. Timing – The deadline to submit projects for HB 2 evaluation is September 30, 2015.
 4. Legal – No public hearing is required. Board approval is required for these projects to be submitted for HB 2 evaluation.
- B. Take No Action
1. Fiscal Impact – The County will not have the opportunity to receive state funds for potentially eligible projects within the County.
 2. Service Level/Policy Issue – Completion of the FY 2015- FY2016 SYIP approved projects will be delayed and progress on meeting the Transportation Strategic Plan Goals will be impeded.
 3. Timing – The initiation, continuing or completion of potential projects will be delayed until the next opportunity to submit project applications for HB 2 evaluation in 2017.
 4. Legal – Does not apply.

Authorize to Submit Projects for HB 2 Evaluation
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- V. **Recommendation** is that the Board of County Supervisors concurs with Alternative A and approves the attached resolution.

Staff Contact: Thomas Blaser, 792-6824

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TO: Town of Haymarket Town Council
SUBJECT: Authorization of Check Signer
DATE: 11/02/15

Request for additional Check Signer:

Since Pamela Swinford resigned from the Town Council in August of 2015, and she was a check signer for all Bank Accounts, the Finance Committee has agreed that 4th signer needs to be replaced, and has requested that the newly appointed Council Member Susan Edwards be that 4th check signer. Please see attached Resolution for this request.

ATTACHMENTS:

- RESOLUTION 2015-014 additional check signer (PDF)

RESOLUTION 2015-014

AUTHORIZATION FOR AN ADDITIONAL CHECK SIGNER

WHEREAS, Town Council Member Pamela Swinford was a Town Check Signer, and resigned from the Town Council in August of 2015; and

WHEREAS, the Town Council appointed a new Council Member, Susan Edwards; and

WHEREAS, the Finance Committee has agreed that the 4th additional signer should be replaced by way of the new Council Member Susan Edwards;

NOW, THEREFORE LET IT BE RESOLVED that the Town Council advises the Town Treasurer to acquire all necessary paperwork from Sona Bank and The Fauquier Bank, to add this additional 4th signer, Susan Edwards, to all Town Bank Accounts.

Done this 2nd day of November 2015

ATTEST:



BY: TOWN OF HAYMARKET

Jennifer Preli, Clerk

David Leake, Mayor

Voting Aye:
Voting Nay:
Abstaining:
Absent:

Attachment: RESOLUTION 2015-014 additional check signer (2597 : Authorization of Check Signer)