AGENDA
Board of Supervisors Meeting

January 19, 2021

6:00 PM

A. Closed Session – Section 2.2-3711(A)(7) and (A)(8) Consultation with Legal Counsel Pertaining to Actual or Probable Litigation and the Provision of Legal Advice re: *County of Warren v. Thomas Eric Roslund, et als*, and Golf Course Use and Lease Matters

7:00 PM

Moment of Silence

A. Call to Order and Pledge of Allegiance of the United States of America

B. Adoption of Agenda – Additions or Deletions

C. Public Comment Period (60 Minute Time Limit)

D. Report – COVID-19 (Coronavirus) Expenditures for Warren County – Taryn Logan/Rick Farrall

E. Reports – Board Members, Interim County Administrator, Interim County Attorney

F. Appropriations and Transfers

G. Approval of Accounts

H. Approval of Minutes – Regular Meeting of January 5, 2021

UNFINISHED BUSINESS

I. Strategic Visioning Action Plans – Brandy Rosser/Rick Farrall/Ed Daley

NEW BUSINESS

J. Consent Agenda

1. Approval of Corrected Transition Line Easement between the County of Warren and the Trans-Allegheny Interstate Line Company – Caitlin Jordan
2. Request for the Sale of Sixty-Four (64) Self-Contained Breathing Apparatus Cylinders to Clarke County, Virginia – Chief James Bonzano
3. Amendment to Architectural and Engineering Services Contract with Moseley Architects – Caitlin Jordan
4. Amendment to Architectural Services Contract with Frazier Associates – Caitlin Jordan

5. Amendment to Architectural Services Contract with Frederick Andreae Architects – Caitlin Jordan
6. Amendment to Architectural Services Contract with Land Planning & Design Associates (LPDA) – Caitlin Jordan
7. Amendment to Financial Advisory Services Contract with Davenport & Company, LLC – Caitlin Jordan
8. Authorization to Advertise for Public Hearing – Ordinance to Amend and Re-Ordain Section 56-3 of the Warren County Code re: Address by Nonmembers – Jason Ham
9. Authorization to Advertise – Joint Planning Commission and Board of Supervisors Public Hearing for a Rezoning Request of Dudding Commercial Development, LLC (R2020-10-01) from Agricultural (A) to Commercial (C) – Taryn Logan
10. Authorization to Advertise for Public Hearing – Sale of County-Owned Property Located at the Corner of Route 340/522 and Reliance Road – Doug Parsons
11. Coyote Bounties – Douglas Boyd (2) – Animal Control ($50.00 Each)

7:30 PM

K. Public Hearings

1. Ordinance to Amend and Re-Ordain Sections 66-28 (Running at large restricted), 66-29 (Violations and penalties), 66-31 (Procedure upon observation of dog in violation), and 66-32 (Restricted areas enumerated) of the Warren County Code – Caitlin Jordan
2. Ordinance to Repeal Section 66-34 (Bounties for coyotes) of the Warren County Code – Caitlin Jordan
3. Conditional Use Permit 2020-10-01, David and Nita Sudlow for a Church – Matt Wendling
4. Conditional Use Permit 2020-10-03, David and Nita Sudlow for a Guesthouse – Matt Wendling
5. Lease of County-Owned Property Located at 229 Stokes Airport Road – Doug Parsons

L. Request – Authorization to Submit Application to the 2020 Assistance to Firefighters Grant Program – Chief James Bonzano

M. Request – Memorandum of Understanding between the Lord Fairfax Health District and the County of Warren Regarding the Use of County Facilities for the Purpose of Dispensing Medical Countermeasures to Residents, including Mass Vaccination Efforts – Caitlin Jordan

N. Request – 2021 Board of Supervisors Board/Committee Assignments – Ed Daley

O. Additional New Business (If Needed)

P. Adjournment

Motion to be Made Going into Closed Meeting

I move the Board enter into a closed meeting under the provisions of Sections 2.2-3711(A)(7) and (A)(8) of the Virginia Freedom of Information Act for consultation with legal counsel pertaining to actual or probable litigation and the provision of legal advice; I further move that discussion be limited to *County of Warren v. Thomas Eric Roslund, et als*, and golf course use and lease matters.

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Motion to be Made Coming out of Closed Meeting

I move that the Board certifies to the best of each member's knowledge only public business matters lawfully exempted from open meeting requirements under Sections 2.2-3711(A)(7) and (A)(8) of the Virginia Freedom of Information Act and only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting by the public body.

1/19/2021
Fiscal Year 2020-2021

Appropriations

71030-5101	Parks & Rec Maint. - Electric	444.64
92000-7112	Capital Outlay - HHS Complex	125.00
71030-5407	Parks & Rec Maint. - Repairs & Maint.	15.00

Warren County Delinquent Tax Collections Monthly Report

Month: December 2020

Pond Law Group:	$1,695.15
TACS:	$1,182.46
TOTAL:	**$2,877.61**

Pond total for 2020:	$60,602.72
TACS total for 2020:	$87,635.55

Cumulative total for 2020:	**$148,238.27**

2020 Delinquent Tax Collection Report

January		
	Pond	$4,780.92
	TACS	$435.18
February		
	Pond	$6,110.54
	TACS	$1,715.67
March		
	Pond	$10,369.25
	TACS	$2,664.44
April		
	Pond	$7,109.48
	TACS	$23,676.65
May		
	Pond	$4,096.87
	TACS	$6,610.23
June		
	Pond	$12,371.35
	TACS	$4,509.68
July		
	Pond	$1,427.65
	TACS	$5,918.81
August		
	Pond	$4,790.96
	TACS	$1,844.94
September		
	Pond	$4,441.40
	TACS	$1,074.29
October		
	Pond	$404.01
	TACS	$32,874.19
November		
	Pond	$3,005.14
	TACS	$5,129.01
December		
	Pond	$1,695.15
	TACS	$1,182.46

Pond Law Group Total:	$60,602.72
TACS Total:	$87,635.55
Grand Total:	**$148,238.27**

2020 Collections	
Pond Law Group Total:	$60,602.72
TACS Total:	$87,635.55
Grand Total:	$148,238.27

2016 Collections	
Pond Law Group Total:	$205,952.77
TACS Total:	$45,996.00
Grand Total:	$251,948.77

2018 Collections	
Pond Law Group Total:	$200,794.44
TACS Total:	$230,643.91
Grand Total:	$431,438.35

2017 Collections	
Pond Law Group Total:	$391,656.30
TACS Total:	$131,383.48
Grand Total:	$523,039.78

2019 Collections	
Pond Law Group Total:	$180,298.93
TACS Total:	$127,087.62
Grand Total:	$307,386.55

Total Collections: **$1,662,051.72**

Sands Anderson				
Date	**Invoice #**	**Amount**		
2/4/2019	337902	$49,781.44		
2/28/2019	338916	$50,559.83		
4/1/2019	340092	$83,053.09		
4/29/2019	343613	$97,993.94		
5/30/2019	349027	$95,751.89		
6/24/2019	353542	$105,677.60		
7/25/2019	358087	$105,344.62		
8/15/2019	363141	$132,559.98		
9/10/2019	367746	$97,055.56		
10/7/2019	214020	$1,485.00	Halasz Reporting & Video	
10/16/2019	381643	$118,603.44		
10/31/2019	977717TE1	$117,023.95	Superior Document Services	
10/31/2019	977717TE2	$6,565.00	Superior Document Services	
11/25/2019	383016	$175,313.87		
11/30/2019	977842TE1	$11,124.92	Superior Document Services	
11/30/2019	977842TE2	$6,340.00	Superior Document Services	
12/18/2019	312341	$866.25	Planet Depos	
12/23/2019	387536	$124,817.89		
12/31/2019	977957TE1	$9,086.18	Superior Document Services	
12/31/2019	977957TE2	$6,340.00	Superior Document Services	
1/13/2020	392047	$127,679.15		
1/22/2020	315265	$2,706.17	Planet Depos	
1/31/2020	978125TE1	$9,281.19	Superior Document Services	
1/31/2020	978125TE2	$6,490.00	Superior Document Services	
2/13/2020	318900	$1,175.25	Planet Depos	
2/20/2020	369533	$158,751.64		
2/29/2020	978239TE1	$9,357.94	Superior Document Services	
2/29/2020	978239TE2	$6,490.00	Superior Document Services	
3/13/2020	401012	$136,835.52		
3/31/2020	978318T	$452.79	Superior Document Services	
3/31/2020	978318TE1	$9,102.94	Superior Document Services	
3/31/2020	978318TE2	$6,490.00	Superior Document Services	
4/14/2020	415506	$119,235.96		
4/15/2020	79425	$2,400.00	Scott Insurance	
4/30/2020	978401TE	$10,778.38	Superior Document Services	
5/14/2020	423245	$135,843.50		
5/31/2020	978486TE	$11,319.00	Superior Document Services	
6/17/2020	427726	$127,987.84		
6/30/2020	978571TE	$11,067.78	Superior Document Services	
7/16/2020	428985	$130,183.76		
7/20/2020	337536	$566.18	Planet Depos	(Received on 10/13/20)
7/31/2020	978676TE	$10,298.52	Superior Document Services	
8/7/2020	433530	$133,312.50		
8/15/2020	345192	$1,120.75	Planet Depos	
8/31/2020	978747	$9,984.77	Superior Document Services	(Received on 12/9/20)
9/18/2020	442067	$138,075.97		
9/30/2020	978847	$9,739.77	Superior Document Services	(Received on 10/27/20)
10/7/2020	356355	$397.50	Planet Depos	
10/15/2020	443408	$117,141.00		
10/31/2020	978915	$9,801.20	Superior Document Services	(Received on 11/20/20)
11/17/2020	448352	$120,209.55		
11/25/2020	N/A	$10,000.00	Retainer for Experts for Mediation	
12/12/2020	35371	$706.00	Courier One	
12/14/2020	P0100158271	$10,166.20	KLDiscovery (formerly Superior Document Services)	
12/17/2020	453266	$113,966.75		
1/13/2021	457980	$113,124.75		
Balance Remaining		**$3,217,584.67**		

WARREN COUNTY
REVENUE SUMMARY
7/1/2020-12/31/2020

	DESCRIPTION	BUDGET AMOUNT	APPROPRIATED AMOUNT	COLLECTED Y-T-D	BALANCE	% COLLECTED
FUND 001	*** GENERAL FUND ***					
11010	** REAL ESTATE TAXES **	31,054,932.00	31,054,932.00	15,973,645.53	15,081,286.47	51.44%
11020	** PUBLIC SVC PROPERTY TAX **	7,000,000.00	7,000,000.00	3,508,942.96	3,491,057.04	50.13%
11030	** PERSONAL PROPERTY TAX **	17,157,500.00	17,157,500.00	11,059,906.48	6,097,593.52	64.46%
11040	** MACHINERY & TOOLS TAX **	1,650,000.00	1,650,000.00	1,287,453.74	362,546.26	78.03%
11050	**MINERAL RIGHTS **	2,500.00	2,500.00	1,782.91	717.09	71.32%
11060	** PENALTIES AND INTEREST **	1,000,000.00	1,000,000.00	446,156.97	553,843.03	44.62%
12010	** LOCAL SALES & USE**	4,400,000.00	4,400,000.00	1,949,522.33	2,450,477.67	44.31%
12010	** COMMUNICATIONS TAX**	780,000.00	780,000.00	302,704.56	477,295.44	38.81%
12020	** UTILITY TAX **	760,000.00	760,000.00	242,013.28	517,986.72	31.84%
12030	** BUSINESS LICENSE **	875,000.00	875,000.00	82,522.92	792,477.08	9.43%
12040	** RECORDATION TAXES (GRANTEE) **	605,000.00	605,000.00	380,514.08	224,485.92	62.89%
12050	** MOTOR VEHICLE LICENSE TAX **	940,000.00	940,000.00	190,507.36	749,492.64	20.27%
12070	** RECORDATION (GRANTOR) & WILLS **	105,000.00	105,000.00	88,840.28	16,159.72	84.61%
12080	** MEALS AND BEVERAGE TAX **	1,000,000.00	1,000,000.00	408,954.42	591,045.58	40.90%
13010	** ANIMAL LICENSE FEES **	45,000.00	45,000.00	25,716.00	19,284.00	57.15%
13030	** PERMITS & OTHER LICENSES **	756,500.00	756,500.00	340,926.21	415,573.79	45.07%
14010	** COURT FINES **	90,000.00	90,000.00	38,457.43	51,542.57	42.73%
14020	** OTHER COURT COSTS**	0.00	0.00	722.60	-722.60	0.00%
15010	** REVENUE FROM USE OF MONEY (INT)*	460,000.00	460,000.00	110,078.01	349,921.99	23.93%
15020	** REVENUE FROM USE OF PROPERTY **	384,480.00	384,480.00	146,903.88	237,576.12	38.21%
16010	** CHARGES FOR SERVICES (SHERIFF) *	0.00	0.00	2,396.05	-2,396.05	0.00%
16020	** CHARGES FOR COMM. ATTORNEY **	4,200.00	4,200.00	1,307.32	2,892.68	31.13%
16050	** CHARGES FOR CORREC. & DETEN. **	70,000.00	70,000.00	24,029.17	45,970.83	34.33%
16080	** CHGS. FOR SANI. & WASTE REM. **	1,120,000.00	1,120,000.00	417,769.92	702,230.08	37.30%
16160	** SALES OF MAPS SURVEY **	15,000.00	15,000.00	4,459.44	10,540.56	0.00%
16170	** SALE OF COPIES-COMM. OF REV **	0.00	0.00	125.00	-125.00	0.00%
16180	**TREASURER SALE OF COPIES**	0.00	0.00	0.00	0.00	0.00%
16990	**OTHER CHARGES FOR SERVICES**	57,500.00	57,500.00	24,557.50	32,942.50	42.71%
18030	** REFUNDS, LOANS, MISC. FEES **	528,000.00	528,000.00	172,336.22	355,663.78	32.64%
18990	** MISCELLANEOUS **	1,710,000.00	1,710,000.00	202,146.51	1,507,853.49	11.82%
19120	** SALE RECYCLABLE MATERIAL **	60,000.00	60,000.00	40,518.60	19,481.40	67.53%
22010	** NON-CATEGORICAL AID **	206,000.00	206,000.00	22,184.56	183,815.44	10.77%
23010	** SHARED EXPENSES COMM. ATTY **	431,943.00	431,943.00	192,350.81	239,592.19	44.53%
23020	** SHARED EXP--SHERIFF **	1,762,633.00	1,762,633.00	680,464.42	1,082,168.58	38.60%
23030	** SHARED EXP-COM. OF REVENUE **	161,915.00	161,915.00	66,801.22	95,113.78	41.26%
23040	** SHARED EXP--TREASURER **	121,748.00	121,748.00	45,176.06	76,571.94	37.11%
23060	** SHARED EXP--REGISTRAR **	40,000.00	40,000.00	0.00	40,000.00	0.00%
23080	** SHARED EXP-CLERK OF COURT **	313,842.00	313,842.00	135,778.13	178,063.87	43.26%
24010	** STATE VPA/WELFARE REIMB. **	1,266,697.00	1,266,697.00	575,041.94	691,655.06	45.40%
24020	** CATEGORICAL AID **	1,040,442.00	1,040,442.00	244,070.79	796,371.21	23.46%
24040	** OTHER CATEGORICAL AID **	291,548.00	291,548.00	77,975.20	213,572.80	26.75%
31010	** REVENUE FROM THE FED. GOVMT. **	1,854,485.00	4,057,146.00	3,101,354.32	955,791.68	76.44%
33090	** CARES ACT REVENUES**	0.00	3,504,154.00	3,651,228.00	-147,074.00	0.00%
41050	** TRANSFERS FROM OTHER FUNDS **	509,700.00	509,700.00	1,484,110.73	-974,410.73	291.17%
130325	**WASTE PERMIT DECAL FEE**	0.00	0.00	830.00	-830.00	0.00%
312100	**LODGING TAX**	250,000.00	250,000.00	145,244.71	104,755.29	58.10%
	TOTAL GENERAL FUND	80,881,565.00	86,588,380.00	47,898,528.57	38,689,851.43	55.32%
FUND 081	** FRONT ROYAL WARREN COUNTY AIRPORT **					
15010	INTEREST ON BANK DEPOSITS	0.00	0.00	0.00	0.00	0.00%
15020	HANGAR RENTALS	194,423.00	194,423.00	87,896.56	106,526.44	45.21%
15020-10	OTHER PROPERTY RENTALS			0.00		
18990	MISCELLANEOUS INCOME	0.00	0.00	0.00	0.00	0.00%
24040	STATE GRANTS	0.00	0.00	1,365.40	-1,365.40	
31020	FEDERAL GRANTS	0.00	0.00	93,511.53	-93,511.53	0.00%
41050	TRANSFERS FROM OTHER FUNDS	0.00	0.00	0.00	0.00	0.00%
	TOTAL AIRPORT FUND	194,423.00	194,423.00	182,773.49	11,649.51	94.01%
FUND 083	** COST RECOVERY **					
16090	COST RECOVERY FEES	900,000.00	900,000.00	311,442.47	588,557.53	34.60%

WARREN COUNTY
EXPENDITURE SUMMARY
7/01/20-12/31/2020

	DESCRIPTION	BUDGET AMOUNT	APPROPRIATED AMOUNT	Y-T-D AMOUNT	BALANCE	% EXPENDED
FUND 001	GENERAL FUND					
11010	BOARD OF SUPERVISORS	1,549,632.00	1,549,632.00	728,883.23	820,748.77	47.04%
12020	COUNTY ADMINISTRATION	642,321.00	642,321.00	320,084.31	322,236.69	49.83%
12040	COUNTY ATTORNEY	303,066.00	303,066.00	74,939.23	228,126.77	24.73%
12090	COMMISSIONER OF REVENUE	711,665.00	711,665.00	348,950.64	362,714.36	49.03%
12110	REASSESSMENT	138,600.00	138,600.00	693.11	137,906.89	0.50%
12130	TREASURER	532,016.00	532,016.00	268,760.72	263,255.28	50.52%
12150	FINANCE AND PURCHASING	390,448.00	390,448.00	173,000.60	217,447.40	44.31%
13000	ELECTIONS	323,258.00	323,258.00	176,197.32	147,060.68	54.51%
15003	CFR-HELP AMERICA VOTE ACT	-	-	54,834.88	(54,834.88)	0.00%
21010	CIRCUIT COURT	41,991.00	41,991.00	4,543.53	37,447.47	10.82%
21020	GENERAL DISTRICT COURT	25,740.00	25,740.00	8,663.95	17,076.05	33.66%
21030	MAGISTRATES	5,839.00	5,839.00	2,187.81	3,651.19	37.47%
21050	JUVENILE AND DOMESTIC COURT	19,171.00	19,171.00	6,887.69	12,283.31	35.93%
21060	CLERK OF CIRCUIT COURT	564,125.00	564,125.00	288,049.72	276,075.28	51.06%
21080	LAW LIBRARY	52,690.00	52,690.00	28,880.20	23,809.80	54.81%
22010	COMMONWEALTH'S ATTORNEY	1,061,847.00	1,061,847.00	516,117.94	545,729.06	48.61%
25002	CFR2-JUDICAL ADMIN	-	20,000.00	10,697.86	9,302.14	0.00%
31020	SHERIFF'S DEPARTMENT	4,413,371.00	4,413,371.00	2,361,596.59	2,051,774.41	53.51%
31040	E-911 SYSTEM	620,357.00	620,357.00	324,354.15	296,002.85	52.29%
31050	SCHOOL RESOURCE	703,920.00	703,920.00	486,642.63	217,277.37	69.13%
32000	VOLUNTEER FIRE AND RESCUE	976,777.00	976,777.00	151,200.14	825,576.86	15.48%
33000	COURT SERVICES	978,287.00	978,287.00	485,050.31	493,236.69	49.58%
33030	PROBATION	67,369.00	67,369.00	1,568.29	65,800.71	2.33%
34010	BUILDING INSPECTIONS	617,829.00	617,829.00	353,027.48	264,801.52	57.14%
35001	CRF RD 1-PUBLIC SAFETY	-	864,631.00	864,631.00	-	0.00%
35002	CRF RD 2-PUBLIC SAFETY	-	2,335,616.00	2,619,588.29	(283,972.29)	0.00%
35010	ANIMAL CONTROL	603,148.00	603,148.00	292,258.21	310,889.79	48.46%
35030	MEDICAL EXAMINER	500.00	500.00	160.00	340.00	32.00%
35050	FIRE AND RESCUE DEPARTMENT	3,197,318.00	3,197,318.00	2,018,606.07	1,178,711.93	63.13%
41010	PUBLIC WORKS/SANITARY DISTRICTS	435,301.00	435,301.00	198,464.84	236,836.16	45.59%
41020	STREETS AND HIGHWAYS	206,001.00	206,001.00	4,143.44	201,857.56	2.01%
42030	REFUSE COLLECTION	758,940.00	758,940.00	357,718.69	401,221.31	47.13%
42035	REFUSE COLLECTION/TRANSFER STATION	211,462.00	211,462.00	94,375.20	117,086.80	44.63%
42040	REFUSE DISPOSAL	2,624,041.00	2,624,041.00	1,077,778.75	1,546,262.25	41.07%
43000	MAINTENANCE OF BLDGS. & GROUNDS	1,384,135.00	1,384,135.00	810,875.46	573,259.54	58.58%
51000	HEALTH	392,676.00	392,676.00	296,319.50	96,356.50	75.46%
52000	MENTAL HEALTH AND DISABILTY	366,886.00	366,886.00	101,096.50	265,789.50	27.56%
53000	SOCIAL SERVICES	4,400,883.00	4,400,883.00	2,033,066.06	2,367,816.94	46.20%
53090	OTHER SOCIAL SERVICES	121,489.00	121,489.00	73,789.00	47,700.00	60.74%
53500	COMPREHENSIVE SERVICES ACT	1,798,351.00	1,798,351.00	643,509.55	1,154,841.45	35.78%
55001	CRF ROUND 1-HLTH & HUM SVC	-	86,407.00	25,627.83	60,779.17	29.66%
64010	COMMUNITY COLLEGE	39,656.00	39,656.00	39,656.00	-	100.00%
65002	CARES-WCPS VIRTUAL INSTRUCTION	-	300,000.00	300,000.00	-	100.00%
71010	PARKS & REC. ADMINISTRATION	891,395.00	891,395.00	329,715.34	561,679.66	36.99%
71020	PARKS & REC. - REC. PROGRAM	72,814.00	72,814.00	1,399.63	71,414.37	1.92%
71030	PARKS & REC. - MAINTENANCE	1,604,999.00	1,604,999.00	726,324.83	878,674.17	45.25%
73000	LIBRARY MUSEUM CULT. ENRICH.	1,018,087.00	1,018,087.00	512,043.50	506,043.50	50.29%
81010	PLANNING AND ZONING ADMIN.	462,526.00	462,526.00	220,234.07	242,291.93	47.62%
81050	ECONOMIC DEVELOPMENT	2,139,472.00	2,139,472.00	193,937.25	1,945,534.75	9.06%
82000	ENVIRONMENTAL MANAGEMENT	40,500.00	40,500.00	20,500.00	20,000.00	50.62%
83000	VPI EXTENSION SERVICE	120,919.00	120,919.00	48,251.58	72,667.42	39.90%
85001	CFR ROUND 1- COM DEVELOPMENT	-	2,513,116.00	2,436,558.00	76,558.00	96.95%
85002	CRF ROUND 2- COM DEVELOPMENT	-	888,538.00	634,694.67	253,843.33	71.43%
91000	NON-DEPARTMENTAL	2,362,022.00	2,362,022.00	550,843.45	1,811,178.55	23.32%
92000	CAPITAL OUTLAY	15,894,521.00	15,894,521.00	14,750,933.29	1,143,587.71	92.81%
99010	TRANSFERS TO OTHER FUNDS	26,956,323.00	26,956,323.00	9,953,131.91	17,003,191.09	36.92%
	TOTAL GENERAL FUND	82,844,684.00	89,852,992.00	49,406,044.24	40,446,947.76	54.99%
FUND 081	FRONT ROYAL WARREN COUNTY AIRPORT	189,665.00	189,665.00	64,179.07	125,485.93	33.84%
	TOTAL FUND 81	189,665.00	189,665.00	64,179.07	125,485.93	33.84%
FUND 083	COST RECOVERY	900,000.00	900,000.00	421,343.48	478,656.52	46.82%

INTERIM CHECK RUN
Dec 2, 2020-Jan 11, 2021
FISCAL YEAR 2020/2021

DEPT	ACCT	VENDOR	ACCOUNT TYPE	INV DATE	INV NO.	AMOUNT
		BOARD OF SUPERVISORS				
11010	5899	BB&T	UNCLASSIFIED	12/2/2020	9484 12/20	255.23
					Total	**255.23**
		COUNTY ADMINISTRATION				
12020	5203	CENTURYLINK	TELEPHONE	11/7/2020	310410283 12/20	251.25
12020	5203	CENTURYLINK	TELEPHONE	12/7/2020	310410283-12/20	251.05
12020	5203	CENTURYLINK	TELEPHONE	12/28/2020	310410283-1220C	(33.28)
12020	5401	BB&T	OFFICE SUPPLIES	12/2/2020	9484 12/20	183.88
					Total	**652.90**
		COUNTY ATTORNEY				
12040	5203	CENTURYLINK	TELEPHONE	11/7/2020	310410283 12/20	52.39
12040	5203	CENTURYLINK	TELEPHONE	12/7/2020	310410283-12/20	52.34
12040	5203	CENTURYLINK	TELEPHONE	12/28/2020	310410283-1220C	(33.28)
					Total	**71.45**
		COMMISSIONER OF REVENUE				
12090	5203	CENTURYLINK	TELEPHONE	11/7/2020	310410283 12/20	175.61
12090	5203	CENTURYLINK	TELEPHONE	12/7/2020	310410283-12/20	175.46
12090	5203	CENTURYLINK	TELEPHONE	12/28/2020	310410283-1220C	(33.28)
12090	5401	BB&T	OFFICE SUPPLIES	12/2/2020	2530 12/20	207.52
12090	5504	BB&T	TRAVEL AND TRAINING	12/2/2020	2530 12/20	59.00
					Total	**584.31**
		REASSESSMENT				
12110	5203	CENTURYLINK	TELEPHONE	11/7/2020	310195872 12/20	124.99
12110	5203	CENTURYLINK	TELEPHONE	12/7/2020	310195872-12/20	130.88
					Total	**255.87**
		TREASURER				
12130	5203	CENTURYLINK	TELEPHONE	11/7/2020	310410283 12/20	228.00
12130	5203	CENTURYLINK	TELEPHONE	12/7/2020	310410283-12/20	227.80
12130	5203	CENTURYLINK	TELEPHONE	12/28/2020	310410283-1220C	(33.28)
12130	7001	BB&T	MACHINERY AND EQUIPMENT	12/2/2020	6095 12/20	17.55
12130	7001	BB&T	MACHINERY AND EQUIPMENT	12/2/2020	9484 12/20	14.99
					Total	**455.06**
		FINANCE AND PURCHASING				
12150	5203	CENTURYLINK	TELEPHONE	11/7/2020	310410283 12/20	180.06
12150	5203	CENTURYLINK	TELEPHONE	12/7/2020	310410283-12/20	179.91
12150	5203	CENTURYLINK	TELEPHONE	12/28/2020	310410283-1220C	(33.28)
					Total	**326.69**
		ELECTIONS				
13000	5203	CENTURYLINK	TELEPHONE	11/7/2020	310410283 12/20	207.99
13000	5203	CENTURYLINK	TELEPHONE	12/7/2020	310410283-12/20	131.53
13000	5203	CENTURYLINK	TELEPHONE	12/28/2020	310410283-1220C	(33.28)
13000	5203	CENTURYLINK	TELEPHONE	12/17/2020	478686816 1/21	252.81
13000	5203	CENTURYLINK	TELEPHONE	11/17/2020	478686816 12/20	282.89
13000	5504	BB&T	TRAVEL AND TRAINING	12/2/2020	9484 12/20	343.40
13000	8003	BB&T	VEHICLE RENTAL	12/2/2020	9484 12/20	800.06
					Total	**1,985.40**
		HELP AMERICA VOTE ACT-CARES: OFFICE SUPPLIES				
15003	5897	BB&T	CARES-COVID-19 EXPENSES	12/2/2020	9484 12/20	(33.22)
						(33.22)
		CIRCUIT COURT				
21010	5203	CENTURYLINK	TELEPHONE	11/7/2020	310195872 12/20	149.90
21010	5203	CENTURYLINK	TELEPHONE	12/7/2020	310195872-12/20	149.89
21010	5203	CENTURYLINK	TELEPHONE	11/7/2020	310410283 12/20	83.98
21010	5203	CENTURYLINK	TELEPHONE	12/7/2020	310410283-12/20	89.09
21010	5203	CENTURYLINK	TELEPHONE	12/28/2020	310410283-1120C	(33.28)
					Total	**439.58**
		GENERAL DISTRICT COURT				
21020	5203	CENTURYLINK	TELEPHONE	11/7/2020	310195872 12/20	227.05
21020	5203	CENTURYLINK	TELEPHONE	12/7/2020	310195872-12/20	226.90
					Total	**453.95**

		MAGISTRATES				
21030	5203	CENTURYLINK	TELEPHONE	12/7/2020	309613115 12/20	124.90
21030	5203	SPRINT	TELEPHONE	12/5/2020	4399 12/20	34.54
					Total	**159.44**
		JUVENILE AND DOMESTIC COURT				
21050	5203	CENTURYLINK	TELEPHONE	11/7/2020	310195872 12/20	112.64
21050	5203	CENTURYLINK	TELEPHONE	12/7/2020	310195872-12/20	112.54
					Total	**225.18**
		CLERK OF CIRCUIT COURT				
21060	5203	CENTURYLINK	TELEPHONE	11/7/2020	310195872 12/20	170.84
21060	5203	CENTURYLINK	TELEPHONE	12/7/2020	310195872-12/20	170.69
					Total	**341.53**
		LAW LIBRARY				
21080	5411	RELX INC. - DBA LEXISNEXIS	BOOKS AND SUBSCRIPTIONS	12/15/2020	MC2CUEPF 12/20	761.00
					Total	**761.00**
		COMMONWEALTH'S ATTORNEY				
22010	5203	CENTURYLINK	TELEPHONE	11/7/2020	310195872 12/20	138.34
22010	5203	CENTURYLINK	TELEPHONE	12/7/2020	310195872-12/20	138.29
					Total	**276.63**
		SHERIFF'S OFFICE				
31020	5104	COMCAST	CABLE	12/17/2020	1197 1/21	139.80
31020	5104	COMCAST	CABLE	12/5/2020	2799 12/20	149.32
31020	5201	BB&T	POSTAGE	12/2/2020	2794 12/20	12.55
31020	5203	MCI COMM SERVICE	TELEPHONE	12/17/2020	2DG20748 1/21	35.39
31020	5203	MCI COMM SERVICE	TELEPHONE	11/17/2020	2DG20748 12/20	32.22
31020	5203	MCI COMM SERVICE	TELEPHONE	12/17/2020	2DG20749 1/21	41.68
31020	5203	MCI COMM SERVICE	TELEPHONE	11/17/2020	2DG20749 12/20	32.59
31020	5203	MCI COMM SERVICE	TELEPHONE	12/17/2020	2DG20750 1/21	33.30
31020	5203	MCI COMM SERVICE	TELEPHONE	11/17/2020	2DG20750 12/20	33.30
31020	5203	CENTURYLINK	TELEPHONE	11/22/2020	309830258 12/20	1,411.58
31020	5203	CENTURYLINK	TELEPHONE	11/7/2020	310195872 12/20	187.99
31020	5203	CENTURYLINK	TELEPHONE	12/7/2020	310195872-12/20	187.95
31020	5203	BB&T	TELEPHONE	12/2/2020	2794 12/20	36.00
31020	5203	SPRINT	TELEPHONE	11/28/2020	2807 12/20	2,780.73
31020	5401	BB&T	OFFICE SUPPLIES	12/2/2020	2794 12/20	44.20
31020	5408	SPRINT	OPERATION OF MOTOR VEHICLE	11/28/2020	2807 12/20	1,844.15
31020	5410	BB&T	WEARING APPAREL	12/2/2020	2794 12/20	534.51
31020	5420	STEVENS, ANTHONY	K-9 EXPENSE	12/18/2020	REIMB 12/20	290.00
31020	5504	BB&T	TRAVEL AND TRAINING	12/2/2020	2794 12/20	(1,680.00)
31020	5897	BB&T	COVID19-EXPENSES	12/2/2020	2794 12/20	1,163.67
31020	5899	BB&T	UNCLASSIFIED	12/2/2020	2794 12/20	232.46
31020	7008	BB&T	COMPUTER SOFTWARE	12/2/2020	2794 12/20	98.38
31020	8001	BB&T	RENTAL OF EQUIPMENT	12/2/2020	2794 12/20	30.99
					Total	**7,672.76**
		E-911 SYSTEM				
31040	3003	CENTURYLINK	E-911 ADDRESS MAINT.	12/22/2020	309576274 1/21	3,772.61
31040	3003	CENTURYLINK	E-911 ADDRESS MAINT.	11/22/2020	309576274 12/20	3,768.35
31040	3004	BB&T	REPAIR OFFICE EQUIPMENT	12/2/2020	2794 12/20	(144.34)
31040	5104	COMCAST	INTERNET/CABLE	12/25/2020	1031 1/21	128.35
31040	5104	COMCAST	INTERNET/CABLE	11/25/2020	1031 12/20	128.35
31040	5104	SHENTEL	INTERNET/CABLE	12/15/2020	476899 1/21	387.22
31040	5203	CENTURYLINK	TELEPHONE	12/22/2020	309576274 1/21	18.97
31040	5203	CENTURYLINK	TELEPHONE	11/22/2020	309576274 12/20	69.95
31040	7002	BB&T	MACHINERY & EQUIPMENT	12/2/2020	2794 12/20	210.22
					Total	**8,339.68**
		VOLUNTEER FIRE AND RESCUE				
32000	5627	COMCAST	FIRE & RESCUE-CONTINGENCY	12/23/2020	7255 1/21	109.32
32000	5627	COMCAST	FIRE & RESCUE-CONTINGENCY	11/23/2020	7255 12/20	109.32
32000	5627	BB&T	FIRE & RESCUE-CONTINGENCY	12/2/2020	4656 12/20	866.58
32000	5629	BB&T	FIRE PROGRAM FUNDS	12/2/2020	4656 12/20	317.00
32000	5629	RAPPAHANNOCK ELECTRIC	FIRE PROGRAM FUNDS	12/11/2020	51309007 12/20	21.00
32000	5629	RAPPAHANNOCK ELECTRIC	FIRE PROGRAM FUNDS	12/11/2020	51309008 12/20	270.11
					TOTAL	**1,693.33**
		CORRECTIONS				
33000	5203	CENTURYLINK	TELEPHONE	12/7/2020	310372307 1/21	61.56
					Total	**61.56**

		BUILDING INSPECTIONS				
34010	5203	CENTURYLINK	TELEPHONE	11/7/2020	310410283 12/20	104.78
34010	5203	CENTURYLINK	TELEPHONE	12/7/2020	310410283-12/20	104.68
34010	5203	CENTURYLINK	TELEPHONE	12/28/2020	310410283-1220C	(33.28)
34010	5205	BB&T	CELLULAR PHONE	12/2/2020	5653 12/20	144.97
34010	5408	BB&T	OPERATION OF MOTOR VEHICLE	12/2/2020	5653 12/20	35.99
34010	5506	BB&T	EROSION & SEDIMENT CONTROL	12/2/2020	5653 12/20	402.00
34010	5899	BB&T	UNCLASSIFIED	12/2/2020	5653 12/20	86.52
					Total	**845.66**
		ANIMAL CONTROL				
35010	5801	BB&T	DUES & MEMBERSHIP	12/2/2020	2794 12/20	105.00
					Total	**105.00**
		FIRE AND RESCUE DEPARTMENT				
35050	5203	CENTURYLINK	TELEPHONE	11/7/2020	310410283 12/20	203.77
35050	5203	CENTURYLINK	TELEPHONE	12/7/2020	310410283-12/20	210.93
35050	5203	CENTURYLINK	TELEPHONE	12/28/2020	310410283-1120c	(33.28)
35050	5203	AT&T MOBILITY	TELEPHONE	12/7/2020	734 1/21	648.54
35050	5401	BB&T	OFFICE SUPPLIES	12/2/2020	4656 12/20	27.37
35050	5408	BB&T	OPERATION OF MOTOR VEHICLES	12/2/2020	4656 12/20	133.01
35050	5504	BB&T	TRAVEL AND TRAINING	12/2/2020	4656 12/20	92.35
35050	5899	BB&T	UNCLASSIFIED	12/2/2020	4656 12/20	99.00
35050	7007	BB&T	COMPUTER EQUIPMENT	12/2/2020	4656 12/20	69.99
					Total	**1,451.68**
		REFUSE COLLECTION				
42030	5101	RAPPAHANNOCK ELECTRIC CO.	ELECTRIC	12/11/2020	17146001 12/20	104.20
42030	5101	RAPPAHANNOCK ELECTRIC CO.	ELECTRIC	12/12/2020	51309014 1/21	118.12
42030	5101	RAPPAHANNOCK ELECTRIC CO.	ELECTRIC	12/21/2020	51309018 1/21	98.05
42030	5101	RAPPAHANNOCK ELECTRIC CO.	ELECTRIC	11/20/2020	51309018 12/20	82.62
42030	5203	CENTURYLINK	TELEPHONE	11/7/2020	310410283 12/20	329.92
42030	5203	CENTURYLINK	TELEPHONE	12/7/2020	310410283-12/20	340.33
42030	5203	CENTURYLINK	TELEPHONE	12/28/2020	310410283-1220C	(33.28)
42030	5203	CENTURYLINK	TELEPHONE	11/28/2020	320000945 12/20	1.04
					Total	**1,041.00**
		REFUSE DISPOSAL				
42040	5203	CENTURYLINK	TELEPHONE	12/22/2020	309548447 1/21	264.16
42040	5203	CENTURYLINK	TELEPHONE	11/20/2020	309548447 12/20	271.66
42040	5203	CENTURYLINK	TELEPHONE	11/7/2020	310410283 12/20	69.02
42040	5203	CENTURYLINK	TELEPHONE	12/7/2020	310410283-12/20	137.05
42040	5203	CENTURYLINK	TELEPHONE	12/28/2020	310410283-1220C	(33.28)
					Total	**708.61**
		MAINTENANCE OF BLDG. & GRNDS				
43000	5101	RAPPAHANNOCK ELECTRIC CO.	ELECTRIC	11/23/2020	51309022 12/20	26.69
43000	5103	SPRINT	WATER SEWER GARBAGE	12/18/2020	8810 1/21	112.57
43000	5203	CENTURYLINK	TELEPHONE	11/7/2020	310410283 12/20	165.48
43000	5203	CENTURYLINK	TELEPHONE	12/7/2020	310410283-12/20	165.33
43000	5203	CENTURYLINK	TELEPHONE	5/7/2020	310410283-1220	51.69
43000	5203	CENTURYLINK	TELEPHONE	6/7/2020	310410283-1220B	52.16
43000	5203	CENTURYLINK	TELEPHONE	12/28/2020	310410283-1220C	(33.28)
43000	5203	CENTURYLINK	TELEPHONE	12/22/2020	310414365 1/21	327.79
43000	5203	CENTURYLINK	TELEPHONE	11/22/2020	310414365 12/20	352.89
43000	5203	CENTURYLINK	TELEPHONE	12/23/2020	424997784 1/21	175.39
43000	5203	CENTURYLINK	TELEPHONE	11/23/2020	424997784 12/20	175.39
43000	5203	SPRINT	TELEPHONE	11/18/2020	8810 12/20	112.57
43000	5407	BB&T	REPAIRS AND MAINT.	12/2/2020	9484 12/20	1,195.51
43000	5407	LCW-LANTZ CONSTRUCTION	REPAIRS AND MAINT.	10/31/2020	872 20	12,752.00
					Total	**15,632.18**
		CHILDREN'S SERVICES ACT				
53500	5301	XXXXXXX	CSA	12/7/2020	2021 12	934.00
					Total	**934.00**
		PARKS & REC. ADMINISTRATION				
71010	5203	COMCAST	TELEPHONE	12/19/2020	926 1/21	893.78
71010	5203	COMCAST	TELEPHONE	12/19/2020	4654 1/21	507.97
71010	5203	COMCAST	TELEPHONE	11/19/2020	4654 12/20	507.97
71010	5203	COMCAST	TELEPHONE	12/25/2020	4829 1/21	291.74
71010	5203	COMCAST	TELEPHONE	11/25/2020	4829 12/20	291.74

71010	5203	COMCAST	TELEPHONE	12/25/2020	6220 1/21	53.07
71010	5203	COMCAST	TELEPHONE	11/25/2020	6220 12/20	53.07
71010	5203	COMCAST	TELEPHONE	12/12/2020	6243 1/21	204.60
71010	5203	COMCAST	TELEPHONE	12/6/2020	6246 12/20	117.16
71010	5203	COMCAST	TELEPHONE	12/15/2020	6295 12/20	53.07
71010	5203	COMCAST	TELEPHONE	11/27/2020	6899 12/20	291.74
71010	5203	COMCAST	TELEPHONE	12/24/2020	8581 1/21	108.35
71010	5203	COMCAST	TELEPHONE	11/24/2020	8581 12/20	108.35
71010	5203	COMCAST	TELEPHONE	12/5/2020	9076 12/20	109.32
71010	5203	CENTURYLINK	TELEPHONE	12/22/2020	310402045 1/21	11.93
71010	5203	CENTURYLINK	TELEPHONE	11/22/2020	310402045 12/20	11.93
71010	5203	SPRINT	TELEPHONE	12/18/2020	8810 1/21	355.15
71010	5203	SPRINT	TELEPHONE	11/18/2020	8810 12/20	355.15
71010	5504	BB&T	TRAVEL AND TRAINING	12/2/2020	6095 12/20	49.00
71010	5801	BB&T	DUES AND MEMBERSHIP	12/2/2020	9484 12/20	457.00
					Total	**4,832.09**
		PARKS & REC. REC. PROGRAM				
71020	5449	BB&T	NEW PROGRAMS	12/2/2020	6095 12/20	17.38
71020	5449	BB&T	NEW PROGRAMS	12/2/2020	9484 12/20	146.48
					Total	**163.86**
		PARKS & REC. MAINTENANCE				
71030	5101	RAPPAHANNOCK ELECTRIC	ELECTRIC	12/23/2020	51309002 1/21	15.33
71030	5101	RAPPAHANNOCK ELECTRIC	ELECTRIC	11/23/2020	51309002 12/20	15.45
71030	5101	RAPPAHANNOCK ELECTRIC	ELECTRIC	12/11/2020	51309004 12/20	12.41
71030	5101	RAPPAHANNOCK ELECTRIC	ELECTRIC	12/11/2020	51309024 12/20	24.82
71030	5413	BB&T	OPERATING SUPPLIES	12/2/2020	9484 12/20	5.00
					Total	**73.01**
		PLANNING AND ZONING ADMIN.				
81010	5203	CENTURYLINK	TELEPHONE	11/7/2020	310410283 12/20	52.39
81010	5203	CENTURYLINK	TELEPHONE	12/7/2020	310410283-12/20	52.34
81010	5203	CENTURYLINK	TELEPHONE	12/28/2020	310410283-1220C	(33.23)
					Total	**71.50**
		VPI EXTENSION SERVICE				
83000	5203	CENTURYLINK	TELEPHONE	11/22/2020	310081090 12/20	104.68
					Total	**104.68**
		CFR ROUND 1-COM DEVELOPMENT				
85001	5604	TOWN OF FRONT ROYAL	CHAMBER SUPPORT/SMALL BUS. GRANT	12/9/2020	CRF#1	309,058.00
					Total	**309,058.00**
		NON-DEPARTMENTAL				
91000	3010	CENTURYLINK	MAINT. - CENTRAL COMPUTER	11/22/2020	310118646 12/20	48.44
91000	3010	CENTURYLINK	MAINT. - CENTRAL COMPUTER	12/22/2020	310448646 1/21	48.44
					Total	**96.88**
		CAPITAL OUTLAY				
92000	7044	WELLS FARGO COMMERCIAL	COURTHOUSE GO BOND	12/3/2020	2011517654 23	347,468.39
					Total	**347,468.39**
		SHENANDOAH FARMS SANITARY DIST.				
43050	5101	RAPPAHANNOCK ELECTRIC	UTILITIES	12/10/2020	51309005 12/20	59.83
43050	70572	VML/VACO FINANCE PROGRAM	VML LOAN-INTEREST	12/15/2020	788742002 12/20	236.08
						295.91
		LAKE FRONT ROYAL SANT. DISTRICT				
54050	5101	BB&T	UTILITIES	12/2/2020	9484 12/20	178.76
54050	5101	RAPPAHANNOCK ELECTRIC	UTILITIES	12/12/2020	35997001 1/21	39.20
		WARREN COUNTY AIRPORT				
81060	5101	RAPPAHANNOCK ELECTRIC	ELECTRIC	12/19/2020	11244001 1/21	1,955.58
81060	5101	RAPPAHANNOCK ELECTRIC	ELECTRIC	11/19/2020	11244001 1/21 B	1,409.15
81060	5101	RAPPAHANNOCK ELECTRIC	ELECTRIC	12/8/2020	11244008 1/21	54.35
81060	5203	CENTURYLINK	TELEPHONE	12/22/2020	309760596 1/21	257.62
81060	5203	CENTURYLINK	TELEPHONE	11/22/2020	309760596 12/20	257.62
81060	5203	CENTURYLINK	TELEPHONE	12/9/2020	435206429 1/21	48.44
					Total	**3,982.76**
		COST RECOVERY				
35060	5403	BB&T	RECRUITMENT & RETENTION	12/2/2020	4656 12/20	68.87
					Total	**68.87**

		SHENANDOAH FARMS VFC #6				
35070	5203	COMCAST	TELEPHONE	12/17/2020	8400 12/20	268.43
35070	5405	RAPPAHANNOCK ELECTRIC	ELECTRIC	12/10/2020	51309003 12/20	119.41
35070	5405	RAPPAHANNOCK ELECTRIC	ELECTRIC	12/10/2020	65749001 12/20	268.51
35070	5899	BB&T	UNCLASSIFIED	12/2/2020	4656 12/20	433.96
					Total	**1,090.31**
		NORTH WARREN VFD #10				
35071	5203	CENTURYLINK	TELEPHONE	12/22/2020	309868643 1/21	354.70
35071	5203	CENTURYLINK	TELEPHONE	11/22/2020	309868643 12/20	354.70
35071	5405	RAPPAHANNOCK ELECTRIC	ELECTRIC	11/23/2020	111790001 12/20	799.35
35071	5405	RAPPAHANNOCK ELECTRIC	ELECTRIC	12/23/2020	111790001-12/20	759.62
					Total	**2,268.37**
		SOUTH WARREN VFD #3				
35072	5203	CENTURYLINK	TELEPHONE	12/22/2020	309408289 1/21	80.23
35072	5203	CENTURYLINK	TELEPHONE	11/22/2020	309408289 12/20	80.23
35072	5203	CENTURYLINK	TELEPHONE	12/22/2020	310323829 1/21	122.55
35072	5203	CENTURYLINK	TELEPHONE	11/22/2020	310323829 12/20	123.00
35072	5405	RAPPAHANNOCK ELECTRIC	ELECTRIC	12/11/2020	276922002 12/20	129.11
35072	5405	SHENANDOAH VALLEY	ELECTRIC	12/15/2020	1015523001 1220	251.74
					Total	**786.86**
		SHENANDOAH SHORES VFC #5				
35073	5203	CENTURYLINK	TELEPHONE	12/22/2020	309585011 1/21	58.46
35073	5203	CENTURYLINK	TELEPHONE	11/22/2020	309585011 12/20	58.46
35073	5405	RAPPAHANNOCK ELECTRIC	ELECTRIC	12/16/2020	39260001 1/21	126.54
					Total	**243.46**
		LINDEN VFC #4				
35074	5408	BB&T	VEHICLE REPAIRS	12/2/2020	4656 12/20	209.99
					Total	**209.99**
		FORTSMOUTH VFC # 8				
35075	5203	CENTURYLINK	TELEPHONE	12/7/2020	310445687 12/20	180.96
35075	5405	RAPPAHANNOCK ELECTRIC	ELECTRIC	12/19/2020	91741001 1/21	310.80
					Total	**491.76**
		SKYLINE ACADEMY				
31900	3002	TREASURER WARREN COUNTY	PROFESSIONAL SERVICES-OTHER	11/9/2020	FY2020/2021	7,500.00
31900	3004	PINE RIDGE	REPAIRS AND MAINT.	12/18/2020	376	490.00
31900	3005	PRAETORIAN DIGITAL	CONTRACTUAL SERVICES	10/6/2020	INV6969	8,400.00
31900	3005	CRIME PREVENTION CENTER FTAS	CONTRACTUAL SERVICES	11/20/2020	2020-01	5,600.00
31900	3010	ADT COMMERCIAL	MAINT/SERVICE CONTRACTS	12/8/2020	137599309	174.72
31900	3010	BB&T	MAINT/SERVICE CONTRACTS	12/28/2020	9697 DEC2020	99.95
31900	3010	BB&T	MAINT/SERVICE CONTRACTS	11/25/2020	9697 NOV2020	99.95
31900	3010	XEROX CORP.	MAINT/SERVICE CONTRACTS	12/3/2020	12090513	247.95
31900	3010	XEROX CORP.	MAINT/SERVICE CONTRACTS	10/1/2020	12228201	54.85
31900	5101	RAPPAHANNOCK ELECTRIC	ELECTRIC	12/10/2020	2001 NOV2020	374.96
31900	5101	RAPPAHANNOCK ELECTRIC	ELECTRIC	12/10/2020	2002 NOV2020	43.75
31900	5102	WASHINGTON GAS	HEATING SERVICES	12/23/2020	6332 DEC2020	534.29
31900	5102	WASHINGTON GAS	HEATING SERVICES	11/20/2020	63332 NOV2020	302.98
31900	5103	TOWN OF MIDDLETOWN	WATER AND SEWER	11/16/2020	66401 SEP/OCT	135.56
31900	5201	BB&T	POSTAGE	12/28/2020	9697 DEC2020	44.00
31900	5201	BB&T	POSTAGE	11/25/2020	9697 NOV2020	11.00
31900	5203	COMCAST	TELEPHONE	11/26/2020	19894 DEC2020	276.37
31900	5203	COMCAST	TELEPHONE	12/26/2020	9894 JAN2021	309.46
31900	5203	VERIZON	TELEPHONE	12/10/2020	9868866457	194.36
31900	5401	BB&T	OFFICE SUPPLIES	12/28/2020	9697 DEC2020	28.61
31900	5401	BB&T	OFFICE SUPPLIES	11/25/2020	9697 NOV2020	38.07
31900	5401	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	11/13/2020	1FMVXXVKG9XT	14.70
31900	5401	HART, LUCY	OFFICE SUPPLIES	12/29/2020	REIMBURSE	39.97
31900	5405	BB&T	JANITORIAL SUPPLIES	12/28/2020	9697 DEC2020	74.46
31900	5405	BB&T	JANITORIAL SUPPLIES	11/25/2020	9697 NOV2020	114.26
31900	5406	BB&T	MOTOR FUEL AND LUBE	12/28/2020	9697 DEC2020	48.67
31900	5406	HOLTZMAN OIL CORP.	MOTOR FUEL AND LUBE	1/4/2021	12308 DEC2020	28.59
31900	5406	HOLTZMAN OIL CORP.	MOTOR FUEL AND LUBE	12/2/20	12308 NOV2020	48.24
31900	5409	BB&T	POLICE SUPPLIES	12/28/2020	9697 DEC2020	262.33
31900	5409	BB&T	POLICE SUPPLIES	11/25/2020	9697 NOV2020	301.52
31900	5409	AMAZON CAPITAL SERVICES	POLICE SUPPLIES	11/13/2020	1FMVXXVKG9XT	58.68
31900	5409	AMAZON CAPITAL SERVICES	POLICE SUPPLIES	12/27/2020	17VTDFV773HF	128.74
31900	5409	OFFICE DEPOT	POLICE SUPPLIES	12/31/2020	16968963	88.95

31900	5409	HART, LUCY	POLICE SUPPLIES	12/29/2020	REIMBURSE	8.34
31900	5413	BB&T	OTHER OPERATING EXPENSES	12/28/2020	9697 DEC2020	367.90
31900	5413	BB&T	OTHER OPERATING EXPENSES	11/25/2020	9697 NOV2020	79.89
31900	5503	XEROX CORP.	LEASE/RENTAL OF EQUIPMENT	12/3/2020	12090513	175.68
31900	5503	XEROX CORP.	LEASE/RENTAL OF EQUIPMENT	1/1/2021	12228201	175.68
31900	5504	BB&T	SUBSISTENCE AND LODGING	12/28/2020	9697 DEC2020	172.21
31900	5504	BB&T	SUBSISTENCE AND LODGING	11/25/2020	9697 NOV2020	95.02
31900	7010	QUALITY LOCK	IMPROVEMENTS	11/23/2020	11232020	312.46
31900	7010	PINE KNOLL CONSTRUCTION CO. INC.	IMPROVEMENTS	11/19/2020	3298	9,732.00
					Total	**37,289.12**
		ECONOMIC DEVELOPMENT AUTHORITY				
81050	5101	RAPPAHANNOCK ELECTRIC	ELECTRIC	12/23/2020	123492001 1/21	165.64
81050	5101	RAPPAHANNOCK ELECTRIC	ELECTRIC	11/23/2020	123492001 12/20	165.64
81050	5101	RAPPAHANNOCK ELECTRIC	ELECTRIC	12/14/2020	129388001 1/21	39.29
81050	5101	RAPPAHANNOCK ELECTRIC	ELECTRIC	11/25/2020	129388003 12/20	902.65
81050	5101	TOWN OF FRONT ROYAL - EDA	ELECTRIC	12/8/2020	265300 12/20	220.60
81050	5101	TOWN OF FRONT ROYAL - EDA	ELECTRIC	12/8/2020	265303 12/20	564.46
81050	5101	TOWN OF FRONT ROYAL - EDA	ELECTRIC	12/8/2020	265304 12/20	167.69
81050	5101	TOWN OF FRONT ROYAL - EDA	ELECTRIC	12/8/2020	265306 12/20	331.02
81050	5103	TOWN OF FRONT ROYAL - EDA	WATER AND SEWER	12/1/2020	178439 12/20	534.91
81050	5103	TOWN OF FRONT ROYAL - EDA	WATER AND SEWER	12/8/2020	265300 12/20	359.18
81050	5103	TOWN OF FRONT ROYAL - EDA	WATER AND SEWER	12/8/2020	265302 12/20	61.21
81050	5203	COMCAST	PHONE/INTERNET	12/1/2020	112892238	195.58
81050	5800	UNITED BANK	INTEREST EXPENSE	12/16/2020	90978 12/20	12,998.45
81050	5800	UNITED BANK	INTEREST EXPENSE	12/16/2020	91006 12/20	8,125.05
81050	5800	UNITED BANK	INTEREST EXPENSE	12/16/2020	91008 12/20	2,260.30
81050	5800	THE FIRST BANK & TRUST CO.	INTEREST EXPENSE	12/16/2020	218001029 12/20	22,971.62
					Total	**50,063.29**

Total	$ 804,573.53

DECEMBER

FUND # - 094 **ECONOMIC DEVELOPMENT AUTHORITY**

MAJOR# ACCT# 000020	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT	
2335		N/P - FIRST BANK-#48682-C					
	500011	FIRST BANK	48682 12/20			5,787.45	
					ACCOUNT TOTAL	5,787.45	*
2345		N/P - 1ST BK & TRUST-#215					
	500008	THE FIRST BANK & TRUST COM	60 2151580			14,853.83	
					ACCOUNT TOTAL	14,853.83	*
					MAJOR TOTAL	20,641.28	**
					FUND TOTAL	20,641.28	

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
016090						
0001		COST RECOVERY FEES				
	999999	ACCENT	ACCENT 12/20			101.14
	999999	UNITED HEALTHCARE INSURANC	UNTED HEALTH			26.06
					ACCOUNT TOTAL	127.20 *
					MAJOR TOTAL	127.20 **
					FUND TOTAL	127.20

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
011010	** BOARD OF SUPERVISORS **					
3002		PROFESSIONAL SERVICES				
	414645	DEWAYNE W. COATS & ASSOC.	2020 1211			315.00
					ACCOUNT TOTAL	315.00 *
3007		ADVERTISING				
	169	WARREN SENTINEL, THE	1666603 12/20			216.00
	200	NORTHERN VIRGINIA DAILY	S00218 12/20			446.20
					ACCOUNT TOTAL	662.20 *
3010		DELINQUENT TAXES				
	5238	TACS	6906			1,860.60
					ACCOUNT TOTAL	1,860.60 *
3015		EDA LITIGATION-SANDS ANDE				
	5768	SUPERIOR DOCUMENT SERVICES	978915			9,801.20
	20211	SANDS ANDERSON PC	20211 12/20	EDA-V- MCDONALD		10,000.00
	20211	SANDS ANDERSON PC	448352			120,209.55
					ACCOUNT TOTAL	140,010.75 *
5401		OFFICE SUPPLIES				
	45004	CROWN TROPHY	21313			37.50
					ACCOUNT TOTAL	37.50 *
5899		UNCLASSIFIED				
	3274	COMMONWEALTH OF VA	A1914 12/20			60.00
					ACCOUNT TOTAL	60.00 *
6002		EMPLOYEE TESTING				
	6510	W.C. HEALTH DEPARTMENT	136238952 12/20			132.58
	757978	VALLEY HEALTH EMPLOYER HEA	94557			20.00
	757978	VALLEY HEALTH EMPLOYER HEA	94958			20.00
	757978	VALLEY HEALTH EMPLOYER HEA	95035			20.00
	757978	VALLEY HEALTH EMPLOYER HEA	95403			20.00
					ACCOUNT TOTAL	212.58 *
					MAJOR TOTAL	143,158.63 **
012020	** COUNTY ADMINISTRATION **					
5201		POSTAGE				
	2221	UNITED PARCEL SERVICE	14472F440			14.55
					ACCOUNT TOTAL	14.55 *
5203		TELEPHONE				
	2681	SAFFELLE, JODI R	0026202012			45.00
	9089	HAYES, SHELLEY	0090202012 002			45.00
					ACCOUNT TOTAL	90.00 *
5204		MOBILE RADIO				
	188	LINDEN SMR ASSOCIATES	0001202012			10.00
					ACCOUNT TOTAL	10.00 *
5401		OFFICE SUPPLIES				
	8549	MILLER'S SUPPLIES	081018			37.65-
	20055	QUILL	11810048			13.29
	20055	QUILL	11810130			44.99
	20055	QUILL	12173935			145.91

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
	20055	QUILL	12288532			202.99
	20055	QUILL	12299430			127.96
	20055	QUILL	12372167			19.99
					ACCOUNT TOTAL	517.48 *
5408		OPERATION OF MOTOR VEHICL				
	5739	MANSFIELD OIL COMPANY	648578			57.64
					ACCOUNT TOTAL	57.64 *
5801		DUES AND MEMBERSHIPS				
	1794	VCMA REGION III	CIARROCCHI 1220			30.00
	4781	INTERNATIONAL INSTITUTE	CIARROCCHI 1220			210.00
	9255	CIARROCCHI, EMILY	REIMB 12/20	NOTARY RENEWAL		45.00
					ACCOUNT TOTAL	285.00 *
8001		EQUIPMENT RENTAL				
	6203	U.S. BANK EQUIPMENT FINANC	428919583			357.34
					ACCOUNT TOTAL	357.34 *
					MAJOR TOTAL	1,332.01 **
012040	** COUNTY ATTORNEY **					
3150		FILING AND SERVICE FEES				
	6193	RAY WACHTER - LEGAL BEAGLE	16955			150.00
	6193	RAY WACHTER - LEGAL BEAGLE	17039			125.00
	6193	RAY WACHTER - LEGAL BEAGLE	17138			235.00
	6193	RAY WACHTER - LEGAL BEAGLE	17183			130.00
					ACCOUNT TOTAL	640.00 *
5203		TELEPHONE				
	5879	JORDAN, CAITLIN	0058202012 002			45.00
					ACCOUNT TOTAL	45.00 *
5401		OFFICE SUPPLIES				
	20055	QUILL	12245912			13.71
	20055	QUILL	12254536			231.73
					ACCOUNT TOTAL	245.44 *
5411		BOOKS AND SUBSCRIPTIONS				
	2098	THOMSON REUTER - WEST	843443158			310.00
					ACCOUNT TOTAL	310.00 *
					MAJOR TOTAL	1,240.44 **
012090	** COMMISSIONER OF REVENUE **					
5203		TELEPHONE				
	2195	LAKE, VIVIAN	0021202012			45.00
	3800	SOURS, SHERRY T.	0038202012			45.00
	3851	FULLER, LINDA	0038202012			45.00
					ACCOUNT TOTAL	135.00 *
5401		OFFICE SUPPLIES				
	552	PICCADILLY PRINTING CO.	104499			486.18
	5837	J.D. POWER	93102			232.00
	5837	J.D. POWER	93133			174.00
	20061	QUILL	11785787			11.98

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
	20061	QUILL	11877365			213.98
	20061	QUILL	12282161			299.94
	20061	QUILL	12300916			355.47
					ACCOUNT TOTAL	1,773.55 *
5801		DUES AND MEMBERSHIPS				
	8555	VALTA	'21 DUES 12/20			40.00
					ACCOUNT TOTAL	40.00 *
8001		LEASE EQUIPMENT				
	6203	U.S. BANK EQUIPMENT FINANC	428919211			116.55
					ACCOUNT TOTAL	116.55 *
					MAJOR TOTAL	2,065.10 **
012130	** TREASURER **					
3007		ADVERTISING				
	200	NORTHERN VIRGINIA DAILY	S00218 12/20			148.50
					ACCOUNT TOTAL	148.50 *
3018		OUTSOURCE PRINTING				
	20904	BMS DIRECT, INC.	145941			4,679.96
					ACCOUNT TOTAL	4,679.96 *
5203		TELEPHONE				
	7601	SPIKER, JAMIE	0076202012 002			45.00
					ACCOUNT TOTAL	45.00 *
5401		OFFICE SUPPLIES				
	8844	ENHANCED PRINTING & PROMO	904435			238.95
	8844	ENHANCED PRINTING & PROMO	904436			311.50
	20062	QUILL	12173949			385.40
					ACCOUNT TOTAL	935.85 *
8001		RENTAL OF EQUIPMENT				
	6203	U.S. BANK EQUIPMENT FINANC	428919211			116.55
					ACCOUNT TOTAL	116.55 *
					MAJOR TOTAL	5,925.86 **
012150	** FINANCE AND PURCHASING **					
7007		COMPUTER EQUIPMENT				
	1263	DELL MARKETING L.P.	10436527224			1,907.75
					ACCOUNT TOTAL	1,907.75 *
					MAJOR TOTAL	1,907.75 **
013000	** ELECTIONS **					
1010		COMPENSATION ELECTION OFF				
	322	MCDONALD, CONNIE	ELECTION 12/20			205.00
	359	RUDACILLE, CYNTHIA	ELECTION 12/20			205.00
	631	RICKS, MELISSA	ELECTION 12/20			145.00
	879	SEAL, VICKIE W	ELECTION 12/20			165.00
	2013	FELDHAUSER, BONNIE S.	ELECTION 12/20			370.00
	2013	FELDHAUSER, BONNIE S.	ELECTION 12/20B			75.00

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
	2716	MYERS, DWIGHT	ELECTION 12/20		145.00
	4167	TIMBERS, VIDA V	ELECTION 12/20		165.00
	4290	SEAL, TANCY B	ELECTION 12/20		125.00
	4291	MARTIN, JAMES K.	ELECTION 12/20		205.00
	4865	RINDT, KATHERINE P.	ELECTION 12/20		145.00
	4866	RINDT, JON W	ELECTION 12/20		145.00
	4871	NORTH WARREN FIRE DEPT.	ELECTION 12/20		25.00
	4939	KILBY, JANICE	ELECTION 12/20		145.00
	5173	QUINN, SIDNEY	ELECTION 12/20		145.00
	5176	PARK, SUZANNE	ELECTION 12/20		205.00
	5454	BLANTON, DAVID C.	ELECTION 12/20		145.00
	5635	HARSHMAN, JANET	ELECTION 12/20		145.00
	5637	EMERSON, KENNETH	ELECTION 12/20		145.00
	5643	MICHAELY, RICHARD	ELECTION 12/20		145.00
	5646	JENKINS, ELIZABETH	ELECTION 12/20		145.00
	5647	THOMAS, MARIANNE	ELECTION 12/20		145.00
	5747	HUBLI, KENNETH SCOT	ELECTION 12/20		145.00
	5748	VALLINAYAGAM, MARIRAJAN	ELECTION 12/20		145.00
	5749	PANTANO, MARCO	ELECTION 12/20		145.00
	5750	SIGURDSON, TERRI GAYLE	ELECTION 12/20		365.00
	5752	STANLEY, JEAN M.	ELECTION 12/20		340.00
	5809	HART, MICHAEL	ELECTION 12/20		145.00
	5810	VAN DER HOEK, TIMOTHY	ELECTION 12/20		145.00
	5811	GLASCOCK, MARILYN	ELECTION 12/20		145.00
	5813	VAN DER HOEK, PHILIP	ELECTION 12/20		145.00
	5814	VAN DER HOEK, PETER	ELECTION 12/20		145.00
	6006	SMELSER, LORRAINE P	ELECTION 12/20		165.00
	6184	GOARD, ALAN	ELECTION 12/20		145.00
	6186	CHRISTOPHER, PATRICIA	ELECTION 12/20		145.00
	6236	NEWMAN, VICKIE	ELECTION 12/20		220.00
	6238	BOSWELL, DEBBIE	ELECTION 12/20		125.00
	6241	BROWN, VIRGINIA	ELECTION 12/20		145.00
	6242	FOX, MITZI	ELECTION 12/20		165.00
	6243	BAKER, RICHARD	ELECTION 12/20		20.00
	6244	LEADBETTER, STACEY	ELECTION 12/20		145.00
	6247	POPIK, DIANNE	ELECTION 12/20		145.00
	6313	EDWARDS, ERIN	ELECTION 12/20		145.00
	6314	YOUNG, KAREN	ELECTION 12/20		145.00
	6346	HARPER, TORRIE	ELECTION 12/20		145.00
	6347	PHILLIPS, CAROL	ELECTION 12/20		145.00
	6348	HALL, COLLEEN	ELECTION 12/20		145.00
	6349	THOMAS, AUTUMN	ELECTION 12/20		145.00
	6350	HOWARD, SHARON	ELECTION 12/20		145.00
	6351	HOWARD, WILLIAM	ELECTION 12/20		145.00
	6352	BREEDEN, JENNIFER	ELECTION 12/20		145.00
	6353	FAILMEZGER, PATRICIA	ELECTION 12/20		145.00
	6354	BROWN, ANTHONY	ELECTION 12/20		145.00
	6355	BEMENT, HANNAH	ELECTION 12/20		145.00
	6356	ROBINSON, SHANNON	ELECTION 12/20		145.00

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
	6357	WILLIAMS, DALE	ELECTION 12/20			145.00
	6359	WALLER, WHITNEY	ELECTION 12/20			145.00
	6360	WILSON, NATASHYA	ELECTION 12/20			145.00
	6361	DOBERER, WARREN	ELECTION 12/20			145.00
	6362	NICHOLSON, ELISE	ELECTION 12/20			145.00
	6363	BROWN, TAYLOR	ELECTION 12/20			20.00
	6365	HATFIELD, STEPHANIE	ELECTION 12/20			20.00
	6366	HARRINGTON, AMANDA S.	ELECTION 12/20			20.00
	6367	WEIK, DAVID	ELECTION 12/20			20.00
	6368	BARRY, ELIZABETH	ELECTION 12/20			20.00
	6369	GIBSON-WEIK, CAROL	ELECTION 12/20			20.00
	6370	BARNETT, JOYCE	ELECTION 12/20			20.00
	6371	SHEETZ, MARY LYNN	ELECTION 12/20			20.00
	6372	ROUQUET, VANESSA	ELECTION 12/20			20.00
	6540	CARLSON, CLINTON	ELECTION 12/20			20.00
	7807	JEWELL, CLIFFORD	ELECTION 12/20			205.00
	7812	THOMAS, DIERDRE	ELECTION 12/20			165.00
	7934	BENNER, MARTHA	ELECTION 12/20			145.00
	7935	AVERY, GERALD	ELECTION 12/20			205.00
	7936	CONNOR, KEVIN	ELECTION 12/20			145.00
	8210	TOLER DANE	ELECTION 12/20			285.00
	8520	SWIGER, WILMA	ELECTION 12/20			165.00
	8521	PARK, DANIEL	ELECTION 12/20			145.00
	8523	JOHNSON, BEVERLY	ELECTION 12/20			205.00
	8724	MEDVED, ADELE A.	ELECTION 12/20			145.00
	8799	BENDER, LINDA	ELECTION 12/20			145.00
	8930	FRETWELL, STEPHANIE	ELECTION 12/20			455.00
	8930	FRETWELL, STEPHANIE	ELECTION 12/20B			85.00
	9163	REISINGER, MATTHEW	ELECTION 12/20			205.00
	9165	SHRIMPTON, PEGGY L.	ELECTION 12/20			165.00
	9563	TAFRAOUI, BARRY D.	ELECTION 12/20			125.00
	10025	KENNER, JOYCE	ELECTION 12/20			205.00
	20208	BIGGS, LAURA	ELECTION 12/20			205.00
	20459	JAQUES, DENA	ELECTION 12/20			145.00
	20463	SUMMERS, CANDACE	ELECTION 12/20			165.00
	20465	PATTON, JEAN	ELECTION 12/20			145.00
	20470	WHITE, BRUCE	ELECTION 12/20			165.00
	20477	SUMMERS, GISELE	ELECTION 12/20			165.00
	20838	ECTON, BARBARA D.	ELECTION 12/20			390.00
	20838	ECTON, BARBARA D.	ELECTION 12/20B			75.00
					ACCOUNT TOTAL	14,230.00 *
3002		PROGRAM VOTING MACHINES				
	5185	HILLAERT, MICHELLE	ELECTION 12/20			500.00
	8015	MOMENI, MAZIAR	ELECTION 12/20			1,150.00
	10127	ELECTION SERVICES ONLINE	2206			3,120.00
					ACCOUNT TOTAL	4,770.00 *
3004		EQUIPMENT MAINTENANCE				
	10127	ELECTION SERVICES ONLINE	2181			630.00
					ACCOUNT TOTAL	630.00 *

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT	
3007		ADVERTISING					
	200	NORTHERN VIRGINIA DAILY	S03026 12/20			100.00	
					ACCOUNT TOTAL	100.00	*
5201		POSTAGE					
	6309	PURCHASE POWER	2321 12/20			89.99	
	6375	BIGEYE DIRECT, INC.	2894			275.85	
					ACCOUNT TOTAL	365.84	*
5203		TELEPHONE					
	322	MCDONALD, CONNIE	ELECTION 12/20			20.00	
	359	RUDACILLE, CYNTHIA	ELECTION 12/20			20.00	
	5176	PARK, SUZANNE	ELECTION 12/20			20.00	
	7807	JEWELL, CLIFFORD	ELECTION 12/20			20.00	
	7935	AVERY, GERALD	ELECTION 12/20			20.00	
	8210	TOLER DANE	ELECTION 12/20			20.00	
	8523	JOHNSON, BEVERLY	ELECTION 12/20			20.00	
	9163	REISINGER, MATTHEW	ELECTION 12/20			20.00	
	10025	KENNER, JOYCE	ELECTION 12/20			20.00	
	20208	BIGGS, LAURA	ELECTION 12/20			20.00	
					ACCOUNT TOTAL	200.00	*
5401		OFFICE SUPPLIES					
	20064	QUILL	12343697			369.11	
					ACCOUNT TOTAL	369.11	*
5402		BALLOTS					
	10127	ELECTION SERVICES ONLINE	2206			9,856.90	
					ACCOUNT TOTAL	9,856.90	*
5407		MAINTENANCE & REPAIRS					
	263	RAMSEY HARDWARE	406049			23.57	
	263	RAMSEY HARDWARE	406157			10.29	
					ACCOUNT TOTAL	33.86	*
5413		VOTING MACHINE SUPPLIES					
	10127	ELECTION SERVICES ONLINE	2206			1,194.92	
					ACCOUNT TOTAL	1,194.92	*
5504		TRAVEL					
	3503	BOWEN, LEANDER B.	MILEAGE 12/20	ELECTION		62.67	
	6164	HILL, ROBERT J.	MILEAGE 12/20	ELECTION		151.40	
					ACCOUNT TOTAL	214.07	*
7007		COMPUTER EQUIPMENT					
	6308	ASSURA, INC.	101071			24,206.99	
					ACCOUNT TOTAL	24,206.99	*
8002		RENTAL VOTING PLACES					
	2929	SOUTH WARREN FIRE DEPT	ELECTION 12/20			25.00	
	4820	LINDEN VFD	ELECTION 12/20			25.00	
	4870	FRONT ROYAL FIRE DEPT.	ELECTION 12/20			25.00	
	20436	BROWNTOWN BAPTIST CHURCH	ELECTION 12/20			25.00	
					ACCOUNT TOTAL	100.00	*
					MAJOR TOTAL	56,271.69	**
015003	** CRF - HELP AMERICA VOTE ACT **						
5201		CARES - POSTAGE					
	8846	PITNEY BOWES	3312546790	POSTAGE MACHINE		10,897.57	
					ACCOUNT TOTAL	10,897.57	*

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT	
5897		CARES - COVID-19 EXPENSES					
	263	RAMSEY HARDWARE	406157			178.97	
	20064	QUILL	12343697			31.96	
					ACCOUNT TOTAL	210.93	*
					MAJOR TOTAL	11,108.50	**
021010	** CIRCUIT COURT **						
1011		COMPENSATION JURORS CIVIL					
	4036	FRISTOE, ELLEN F.	JUROR 12/20			210.00	
	5020	WALKER, KELLY	JUROR 12/20			210.00	
	6173	BIGGS, BRYON T.	JUROR 12/20			150.00	
	6174	WADE BAILEY	JUROR 12/20			120.00	
	6176	DARRELL T DERFLINGER	JUROR 12/20			180.00	
	6177	JENNIFER L. LARRICK-DRUMMO	JUROR 12/20			180.00	
	6179	LEASA K MURPHY	JUROR 12/20			180.00	
	6180	GAYLE EATON SCHAEFFER	JUROR 12/20			210.00	
	999999	BAR, TORENA A.	BAR 12/20			30.00	
	999999	BELL, MICHAEL D	BELL 12/20			30.00	
	999999	BOND, MARY E	BOND 12/20			30.00	
	999999	BROWN, RODNEY D	BROWN 12/20			30.00	
	999999	BRUCE, DEBRA L.	BRUCE 12/20			30.00	
	999999	CARDEN, TRAVIS O	CARDEN 12/20			30.00	
	999999	CHAPMAN, STACY L	CHAPMAN 12/20			30.00	
	999999	CONWAY, SUSAN C.	CONWAY 12/20			30.00	
	999999	DOBERER, CHRISTOPHER D	DOBERER 12/20			30.00	
	999999	GILLIGAN, MICHAEL P	GILLIGAN 12/20			30.00	
	999999	HAWKINS, JESSE J JR.	HAWKINS 12/20			30.00	
	999999	HAWLEY, MARY B	HAWLEY 12/20			30.00	
	999999	HOFFMAN, BONNIE R	HOFFMAN 12/20			30.00	
	999999	JENKINS, KIMBERLY L	JENKINS 12/20			30.00	
	999999	KELLER, GLORIA J.	KELLER 12/20			30.00	
	999999	KINDALL, SHARON K	KINDALL 12/20			30.00	
	999999	LEONARD, THOMAS D SR.	LEONARD 12/20			30.00	
	999999	LEWIS, JAMES B	LEWIS 12/20			30.00	
	999999	MASSEY, WILLIAM J	MASSEY 12/20			30.00	
	999999	MORRISON, ROBERT L. III	MORRISON 12/20			30.00	
	999999	PARTLOWE, BRET A	PARTLOWE 12/20			30.00	
	999999	PIPER, LACEY D	PIPER 12/20			30.00	
	999999	PORTER, ROBERT W JR.	PORTER 12/20			30.00	
	999999	PUGLISI, JOHN E	PUGLISI 12/20			30.00	
	999999	PYNE, RONALD E	PYNE 12/20			30.00	
	999999	RUDACILLE, RENEE L	RUDACILLE 12/20			30.00	
	999999	SETTLE, ELLEN P	SETTLE 12/20			30.00	
	999999	SNYDER, STEVEN C	SNYDER 12/20			30.00	
	999999	STICKLEY, MICHAEL S	STICKLEY 12/20			30.00	
	999999	THARP, MICHAEL A	THARP 12/20			30.00	
	999999	UHRIN, ERIK T	UHRIN 12/20			30.00	
	999999	WERTZ, KEVIN M	WERTZ 12/20			30.00	

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
	999999	WOLF, CODY D	WOLF 12/20			30.00
					ACCOUNT TOTAL	2,430.00 *
					MAJOR TOTAL	2,430.00 **
021020	** GENERAL DISTRICT COURT **					
3002		COURT APPOINTED ATTORNEY				
	1911	W.C. GENERAL DISTRICT CT.	T19 8871			90.00
	4960	GUNTER HENSLEY, P.C.	GC20 2739			139.80
	4960	GUNTER HENSLEY, P.C.	GC20 4316			269.47
	5765	WALLER DEFENSE PLLC	T20 1978			120.00
	6377	CAMPOLA LAW, PLC	C20 3254			240.00
	8667	POND LAW GROUP PC	C20 3186			120.00
					ACCOUNT TOTAL	979.27 *
5401		OFFICE SUPPLIES				
	6501	SECURE SHRED, LLC	23062			69.00
	9218	CRYSTAL SPRINGS	20078875 103120			42.31
					ACCOUNT TOTAL	111.31 *
8001		RENTAL OF EQUIPMENT				
	3787	XEROX CORPORATION	011894793			63.40
	3787	XEROX CORPORATION	011894794			35.60
					ACCOUNT TOTAL	99.00 *
					MAJOR TOTAL	1,189.58 **
021030	** MAGISTRATES **					
3004		REPAIR AND MAINTENANCE EQ				
	5058	RICOH USA INC.	0050202012			128.78
					ACCOUNT TOTAL	128.78 *
					MAJOR TOTAL	128.78 **
021050	** JUVENILE AND DOMESTIC COURT **					
3004		REPAIR AND MAINTENANCE EQ				
	2310	ROPHO SALES, INC.	21887			16.65
					ACCOUNT TOTAL	16.65 *
5401		OFFICE SUPPLIES				
	9218	CRYSTAL SPRINGS	20082360 112820			40.81
					ACCOUNT TOTAL	40.81 *
8001		EQUIPMENT RENTAL				
	2804	DE LAGE LANDEN	0028202012	25337125		544.00
	8846	PITNEY BOWES	3312469192			146.34
					ACCOUNT TOTAL	690.34 *
					MAJOR TOTAL	747.80 **
021060	** CLERK OF CIRCUIT COURT **					
3005		SERVICE CONTRACTS				
	6141	BUSINESS INFORMATION SYSTE	80992			2,378.47
					ACCOUNT TOTAL	2,378.47 *

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
3007		ADVERTISING				
	200	NORTHERN VIRGINIA DAILY	S00218 12/20			325.50
					ACCOUNT TOTAL	325.50 *
5201		POSTAGE				
	4296	RESERVE ACCOUNT	37687464 12/20			3,500.00
					ACCOUNT TOTAL	3,500.00 *
5401		OFFICE SUPPLIES				
	9218	CRYSTAL SPRINGS	20732804 111420			71.23
					ACCOUNT TOTAL	71.23 *
7007		COMPUTER EQUIPMENT				
	861	TREASURER OF VIRGINIA	21 WARPC 0468			600.00
					ACCOUNT TOTAL	600.00 *
8001		RENTAL OF COPIER				
	3787	XEROX CORPORATION	011894792			57.29
					ACCOUNT TOTAL	57.29 *
					MAJOR TOTAL	6,932.49 **
021080	**	LAW LIBRARY **				
5411		BOOKS AND SUBSCRIPTIONS				
	1054	RELX INC. - DBA LEXISNEXIS	0010202012	422L8P4L9		765.00
					ACCOUNT TOTAL	765.00 *
					MAJOR TOTAL	765.00 **
022010	**	COMMONWEALTH'S ATTORNEY **				
5401		OFFICE SUPPLIES				
	3787	XEROX CORPORATION	011639715			157.27
	3787	XEROX CORPORATION	011843903			157.27
	20145	QUILL	11886263			12.80
	20145	QUILL	11890724			62.22
	20145	QUILL	11894837			141.20
					ACCOUNT TOTAL	530.76 *
5412		VCIN				
	591	CPI, INC.	20 11 95ME			180.00
					ACCOUNT TOTAL	180.00 *
					MAJOR TOTAL	710.76 **
025002	***	CFR2 - JUDICIAL ADMIN ***				
5604		CFR 2 - JURY TRIAL UPGRAD				
	5710	RIVERSIDE ELECTRIC LLC	1301			750.00
					ACCOUNT TOTAL	750.00 *
					MAJOR TOTAL	750.00 **
031020	**	SHERIFF'S DEPARTMENT **				
3008		LAUNDRY AND CLOTHING ALLO				
	2732	NU LOOK 1HR CLEANERS	17982			106.00
					ACCOUNT TOTAL	106.00 *

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
5201		POSTAGE				
	2297	POSTAL BUSINESS CENTER	15483 12/20			356.00
					ACCOUNT TOTAL	356.00 *
5401		OFFICE SUPPLIES				
	50	QUILL	11937916			21.99
	50	QUILL	12211535			25.25
					ACCOUNT TOTAL	47.24 *
5408		OPERATION OF MOTOR VEHICL				
	263	RAMSEY HARDWARE	18428			151.00
	5305	WARREN CO. PUBLIC SCHOOLS	28603			345.02
	5305	WARREN CO. PUBLIC SCHOOLS	28605			81.25
	5305	WARREN CO. PUBLIC SCHOOLS	28606			145.00
	5305	WARREN CO. PUBLIC SCHOOLS	28607			32.25
	5305	WARREN CO. PUBLIC SCHOOLS	28612			451.72
	5305	WARREN CO. PUBLIC SCHOOLS	28613			1,590.48
	5305	WARREN CO. PUBLIC SCHOOLS	28614			553.68
	5305	WARREN CO. PUBLIC SCHOOLS	28619			832.23
	5305	WARREN CO. PUBLIC SCHOOLS	28621			545.12
	5305	WARREN CO. PUBLIC SCHOOLS	28625			260.00
	5305	WARREN CO. PUBLIC SCHOOLS	28626			69.68
	5305	WARREN CO. PUBLIC SCHOOLS	28627			678.51
	5305	WARREN CO. PUBLIC SCHOOLS	28628			1,892.61
	5305	WARREN CO. PUBLIC SCHOOLS	28630			5,628.21
	5305	WARREN CO. PUBLIC SCHOOLS	28632			225.25
	5305	WARREN CO. PUBLIC SCHOOLS	28633			708.05
	5305	WARREN CO. PUBLIC SCHOOLS	28638			368.70
	5305	WARREN CO. PUBLIC SCHOOLS	28643			563.70
	5305	WARREN CO. PUBLIC SCHOOLS	28645			220.91
	5305	WARREN CO. PUBLIC SCHOOLS	28654			244.33
	5305	WARREN CO. PUBLIC SCHOOLS	28700			1,350.11
	5305	WARREN CO. PUBLIC SCHOOLS	28701			553.01
	5305	WARREN CO. PUBLIC SCHOOLS	28702			908.70
	5305	WARREN CO. PUBLIC SCHOOLS	28719			20.00
	5305	WARREN CO. PUBLIC SCHOOLS	28728			16.00
	5305	WARREN CO. PUBLIC SCHOOLS	28729			195.00
	5305	WARREN CO. PUBLIC SCHOOLS	28730			201.79
	5305	WARREN CO. PUBLIC SCHOOLS	28731			130.00
	5305	WARREN CO. PUBLIC SCHOOLS	28732			130.00
	5305	WARREN CO. PUBLIC SCHOOLS	28733			314.50
	5305	WARREN CO. PUBLIC SCHOOLS	28734			540.61
	5305	WARREN CO. PUBLIC SCHOOLS	28735			557.49
	5305	WARREN CO. PUBLIC SCHOOLS	28736			130.00
	5305	WARREN CO. PUBLIC SCHOOLS	28737			260.00
	5305	WARREN CO. PUBLIC SCHOOLS	28738			153.51
	5305	WARREN CO. PUBLIC SCHOOLS	28748			340.09
	5305	WARREN CO. PUBLIC SCHOOLS	28750			274.72
	5305	WARREN CO. PUBLIC SCHOOLS	28751			529.66
	5305	WARREN CO. PUBLIC SCHOOLS	28758			1,020.00
	5305	WARREN CO. PUBLIC SCHOOLS	28767			911.57

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
	5305	WARREN CO. PUBLIC SCHOOLS	28772			21.67
	5305	WARREN CO. PUBLIC SCHOOLS	28776			561.35
	5305	WARREN CO. PUBLIC SCHOOLS	28778			26.83
	5305	WARREN CO. PUBLIC SCHOOLS	28784			1,306.09
	5305	WARREN CO. PUBLIC SCHOOLS	28794			106.52
	5305	WARREN CO. PUBLIC SCHOOLS	28795			48.50
	5305	WARREN CO. PUBLIC SCHOOLS	28796			216.70
	5305	WARREN CO. PUBLIC SCHOOLS	28813			1,565.25
	5305	WARREN CO. PUBLIC SCHOOLS	28814			200.00
	5305	WARREN CO. PUBLIC SCHOOLS	28828			1,009.62
	5305	WARREN CO. PUBLIC SCHOOLS	28829			148.31
	5305	WARREN CO. PUBLIC SCHOOLS	28838			281.20
	5305	WARREN CO. PUBLIC SCHOOLS	28839			147.18
	5305	WARREN CO. PUBLIC SCHOOLS	28840			8.60
	5305	WARREN CO. PUBLIC SCHOOLS	28842			411.25
	5305	WARREN CO. PUBLIC SCHOOLS	28843			734.25
	5305	WARREN CO. PUBLIC SCHOOLS	28844			125.93
	5305	WARREN CO. PUBLIC SCHOOLS	28845			213.32
	5305	WARREN CO. PUBLIC SCHOOLS	28846			2,207.65
	5305	WARREN CO. PUBLIC SCHOOLS	28847			44.81
	5305	WARREN CO. PUBLIC SCHOOLS	28848			1,761.10
	5305	WARREN CO. PUBLIC SCHOOLS	28849			411.25
	5305	WARREN CO. PUBLIC SCHOOLS	28850			20.58
	5305	WARREN CO. PUBLIC SCHOOLS	28853			759.25
	5305	WARREN CO. PUBLIC SCHOOLS	28854			83.74
	5305	WARREN CO. PUBLIC SCHOOLS	28855			14.41
	5305	WARREN CO. PUBLIC SCHOOLS	28873			65.00
	5305	WARREN CO. PUBLIC SCHOOLS	28883			55.23
	5305	WARREN CO. PUBLIC SCHOOLS	28888			229.10
	5869	MANSFILED OIL COMAPNY	644377			4,138.03
	5869	MANSFILED OIL COMAPNY	648313			3,775.72
					ACCOUNT TOTAL	44,822.90 *
5410		WEARING APPAREL				
	6376	SLOPPER'S STITCH HOUSE	39062			4,620.00
	7605	GALLS, LLC	015957722 12/20			64.99
	7605	GALLS, LLC	01683286			79.55
	7605	GALLS, LLC	016863274			75.16
	7605	GALLS, LLC	016872828			107.98
	7605	GALLS, LLC	016925690			67.73
	7605	GALLS, LLC	016925696			768.26
	7605	GALLS, LLC	016926564			128.10
	7605	GALLS, LLC	016926581			101.55
	7605	GALLS, LLC	016947040			64.00
					ACCOUNT TOTAL	6,077.32 *
5420		K-9 EXPENSE				
	9143	JOHN DEERE FINANCIAL	2518			72.55
	9143	JOHN DEERE FINANCIAL	2839			39.59
	9143	JOHN DEERE FINANCIAL	5227			30.98
	9143	JOHN DEERE FINANCIAL	5833			47.98
					ACCOUNT TOTAL	191.10 *

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
5504		TRAVEL AND TRAINING				
	6312	SAFARILAND, LLC	20 142308			1,790.00
					ACCOUNT TOTAL	1,790.00 *
5899		UNCLASSIFIED				
	5130	BERKELEY CLUB BEVERAGES	17 43403			168.00
	5130	BERKELEY CLUB BEVERAGES	17 43453			116.00
	6278	TRANSUNION RISK & ALTERNAT	202011 1			104.00
					ACCOUNT TOTAL	388.00 *
7005		MOTOR VEHICLES				
	5305	WARREN CO. PUBLIC SCHOOLS	28726			7,290.00
	5305	WARREN CO. PUBLIC SCHOOLS	28771			2,946.10
	6270	WATCHGUARD VIDEO	0011811			14,115.00
					ACCOUNT TOTAL	24,351.10 *
8001		RENTAL OF EQUIPMENT				
	3787	XEROX CORPORATION	0011975651			199.10
	3787	XEROX CORPORATION	011722580			262.14
	3787	XEROX CORPORATION	011722582			239.97
	3787	XEROX CORPORATION	011722584			212.99
	3787	XEROX CORPORATION	011722883			189.20
	3787	XEROX CORPORATION	011975648			194.99
	3787	XEROX CORPORATION	011975650			189.81
	3787	XEROX CORPORATION	011975652			213.02
					ACCOUNT TOTAL	1,701.22 *
					MAJOR TOTAL	79,830.88 **
031040	** E-911 SYSTEM **					
5203		TELEPHONE				
	5250	WOODALL, ASHLEY	0052202012 002			45.00
					ACCOUNT TOTAL	45.00 *
7008		COMMUNICATIONS SOFTWARE				
	3803	BROGAN, CHARLES	REIMB 12/20	EMAIL SERVER		199.99
					ACCOUNT TOTAL	199.99 *
8001		EQUIPMENT RENTAL				
	3787	XEROX CORPORATION	011722581			189.96
	3787	XEROX CORPORATION	011975649			184.09
					ACCOUNT TOTAL	374.05 *
					MAJOR TOTAL	619.04 **
032000	** VOLUNTEER FIRE AND RESCUE **					
5629		FIRE PROGRAMS FUND				
	105	TOWN OF FRONT ROYAL	166125 12/20			19.84
	5616	BEST EXTERMINATING SERVICE	49730			45.00
	6155	WINCHESTERPC.COM	114908			130.00
					ACCOUNT TOTAL	194.84 *
					MAJOR TOTAL	194.84 **
033000	** COURT SERVICES **					
3004		REPAIR AND MAINTENANCE EQ				
	8821	ID NETWORKS	276992			2,256.00
					ACCOUNT TOTAL	2,256.00 *
					MAJOR TOTAL	2,256.00 **

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
034010	** BUILDING INSPECTIONS **					
3002		COMPUTER PROGRAM MODIFICA				
	7504	TYLER TECHNOLOGIES, INC	025 314175			2,226.00
					ACCOUNT TOTAL	2,226.00 *
5205		CELLULAR PHONE				
	5558	BEAHM, DAVID	0055202012 002			45.00
	9524	ROBINSON, MARK	0095202012 002			45.00
					ACCOUNT TOTAL	90.00 *
5401		OFFICE SUPPLIES				
	20065	QUILL	12069355			11.28
	20065	QUILL	12078088			85.84
	20065	QUILL	12085663			534.38
					ACCOUNT TOTAL	631.50 *
5408		OPERATION OF MOTOR VEHICL				
	5741	MANSFILED OIL COMPANY	644584			158.44
	5741	MANSFILED OIL COMPANY	648510			108.97
					ACCOUNT TOTAL	267.41 *
5801		DUES AND MEMBERSHIPS				
	630	REGION III VBCOA	'21 DUES 12/20			120.00
					ACCOUNT TOTAL	120.00 *
5805		MIDDLE DEPARTMENT INSPECT				
	5135	MIDDLE DEPT. INSPECTION	PERMITS 12/20			4,536.00
					ACCOUNT TOTAL	4,536.00 *
					MAJOR TOTAL	7,870.91 **
035002	** CRF ROUND 2 - PUBLIC SAFETY **					
1001		CRF 2- FIRST RESPONDER CO				
	105	TOWN OF FRONT ROYAL	CRF ROUND 2			364,431.00
					ACCOUNT TOTAL	364,431.00 *
					MAJOR TOTAL	364,431.00 **
035010	** ANIMAL CONTROL **					
3001		VET SERVICES				
	243	W.C. VETERINARY CLINIC	670391			250.72
	243	W.C. VETERINARY CLINIC	670468			113.98
	2261	VALLEY VETERINARY	174357			34.00
	2261	VALLEY VETERINARY	177267			97.75
					ACCOUNT TOTAL	496.45 *
5604		BOARD OF DOGS				
	177	HUMANE SOCIETY OF W.C.	0001202012			26,656.75
					ACCOUNT TOTAL	26,656.75 *
5802		CLAIMS				
	5233	ATWOOD, WILLIAM A	COYOTE 12/20			150.00
	6307	PRESLEY, MATTHEW A.	COYOTE 12/20			50.00
					ACCOUNT TOTAL	200.00 *
					MAJOR TOTAL	27,353.20 **

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#		DESCRIPTION		AMOUNT	
035030	** MEDICAL EXAMINER **							
3009		EXAMINATION FEES						
	8745	TREASURER OF VIRGINIA	RMT KDC MKB BHK				80.00	
						ACCOUNT TOTAL	80.00	*
						MAJOR TOTAL	80.00	**
035050	** FIRE AND RESCUE DEPARTMENT **							
5203		TELEPHONE						
	1630	MABIE, RICHARD E.	0016202012				45.00	
	3827	CATLETT, KEVIN	0038202012				45.00	
	3828	CROSS, RAYMOND	0038202012				45.00	
	8587	SIRNA, MICKEY	0085202012	002			45.00	
	9048	MAIATICO, GERRY R.	0090202012	002			45.00	
						ACCOUNT TOTAL	225.00	*
5401		OFFICE SUPPLIES						
	9122	TIAA COMMERCIAL FINANCE	0091202012	002	41387720		411.52	
	20060	QUILL	11658435				251.22	
	20060	QUILL	1185311				23.70-	
	20060	QUILL	12009199				93.26	
	20060	QUILL	12015103				40.79	
	20060	QUILL	12345295				193.64	
						ACCOUNT TOTAL	966.73	*
5408		OPERATION OF MOTOR VEHICL						
	181	JACK EVANS CHEV. & CAD.	96690				370.90	
	707	MOTOROLA, INC.	603445				122.50	
	3822	AZ COMMERCIAL	2009199709				48.62	
	3822	AZ COMMERCIAL	2009251334				8.24	
	7071	KEPLINGER REPAIR SERV INC	0025675				284.46	
	7071	KEPLINGER REPAIR SERV INC	25546				700.18	
						ACCOUNT TOTAL	1,534.90	*
5410		PROTECTIVE CLOTHING/UNIFO						
	2732	NU LOOK 1HR CLEANERS	FIRE 12/20				107.45	
	3295	WILKIN'S SHOECENTER, INC.	47466 12/20				280.00	
	8548	MES DEPOSITORY ACCOUNT	1504129				21.00	
	8548	MES DEPOSITORY ACCOUNT	1516385				83.40	
	8548	MES DEPOSITORY ACCOUNT	1516387				333.60	
	8548	MES DEPOSITORY ACCOUNT	1521144				103.32	
	8548	MES DEPOSITORY ACCOUNT	1525010				265.80	
	8548	MES DEPOSITORY ACCOUNT	1525490				255.70	
	20341	WITMER PUBLIC SAFETY GRP	2076344				852.00	
						ACCOUNT TOTAL	2,302.27	*
5626		EMS FUND						
	5858	BOUND TREE MEDICAL LLC	83822611				188.03	
	5858	BOUND TREE MEDICAL LLC	83834782				122.00	
	5858	BOUND TREE MEDICAL LLC	83860771				287.52	
	5858	BOUND TREE MEDICAL LLC	83860772				244.90	
	6266	SAFEWARE, INC.	3850363				316.67	

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
	20564	ROBERTS OXYGEN CO., INC.	475808			126.58
	20564	ROBERTS OXYGEN CO., INC.	499184			168.91
	20564	ROBERTS OXYGEN CO., INC.	519868			168.91
	20564	ROBERTS OXYGEN CO., INC.	69393			158.73
					ACCOUNT TOTAL	1,782.25 *
5801		DUES AND MEMBERSHIPS				
	881	NFPA	2568529 12/20			175.00
					ACCOUNT TOTAL	175.00 *
5899		UNCLASSIFIED				
	5130	BERKELEY CLUB BEVERAGES	17 43455			47.85
	6267	DONAHOE'S WHIMSICAL FLOWER	050536 1			60.00
	7513	AHOLD FINANCIAL SERVICES	28326			29.99
	9048	MAIATICO, GERRY R.	REIMB 12/20	BADGE/BAR		183.00
					ACCOUNT TOTAL	320.84 *
					MAJOR TOTAL	7,306.99 **
041010	**PUBLIC WORKS/SANITARY DISTRICTS**					
5203		TELEPHONE				
	4919	BERRY, MIKE	0049202012			45.00
	9267	JONES, TRAVIS	0092202012 002			45.00
					ACCOUNT TOTAL	90.00 *
5408		EQUIPMENT MAINTENANCE/OPE				
	188	LINDEN SMR ASSOCIATES	0001202012			40.00
	263	RAMSEY HARDWARE	406178			67.49
	2110	LOWE'S	1964 12/20			293.52
	2110	LOWE'S	2181 12/20			477.98
	2125	H. N. FUNKHOUSER & CO.	87441 12/20			125.84
	5305	WARREN CO. PUBLIC SCHOOLS	28899			24.16
	5789	MANSFIELD OIL COMPANY	644541			82.19
	5789	MANSFIELD OIL COMPANY	648469			85.62
	9269	JAMES RIVER EQUIPMENT	33513			486.32
	9269	JAMES RIVER EQUIPMENT	33663			13.18
					ACCOUNT TOTAL	1,696.30 *
					MAJOR TOTAL	1,786.30 **
041020	** STREETS AND HIGHWAYS **					
1003		COMPENSATION PARTTIME HEL				
	9566	W.C. PUBLIC WORKS DEPT.	S23			211.54
					ACCOUNT TOTAL	211.54 *
3004		ROAD SIGN MAINTENANCE				
	528	SHANNON-BAUM, INC.	0227318			170.00
					ACCOUNT TOTAL	170.00 *
					MAJOR TOTAL	381.54 **
042030	** REFUSE COLLECTION **					
3005		COMPACTOR OPERATION CONTR				
	8556	SHREE MAHALAKSHMI LLC	0085202012 002			250.00
					ACCOUNT TOTAL	250.00 *

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
3011		REFUSE COMPACTOR SERVICE				
	898	REPUBLIC SERVICES #976	4606257 12/20			664.49
	898	REPUBLIC SERVICES #976	4606257 12/20 B			16,180.28
					ACCOUNT TOTAL	16,844.77 *
3012		RECYCLING EXPENSES				
	898	REPUBLIC SERVICES #976	4606257 12/20 B			23,106.46
	5882	SOUTHERN SCRAP	15492			531.00
	5882	SOUTHERN SCRAP	15497			834.00
	5882	SOUTHERN SCRAP	15499			688.00
					ACCOUNT TOTAL	25,159.46 *
3016		HOUSEHOLD HAZARDOUS WASTE				
	3460	CLEAN HARBORS ENV. SERV.	1003505671			16,775.29
					ACCOUNT TOTAL	16,775.29 *
5101		ELECTRIC SERVICE				
	30002	RAPPAHANNOCK ELECTRIC CO.	51309011 12/20			73.35
					ACCOUNT TOTAL	73.35 *
5408		OPERATION OF MOTOR VEHICL				
	5781	MANSFIELD OIL COMPANY	648355			46.54
					ACCOUNT TOTAL	46.54 *
5410		UNIFORMS				
	2675	SIGNET MARKETING	52161			954.16
	3243	CINTAS CORPORATION	4066821329			69.24
					ACCOUNT TOTAL	1,023.40 *
5604		LITTER GRANT				
	2255	FRONT ROYAL/WARREN COUNTY	2255 12/20			12,452.00
					ACCOUNT TOTAL	12,452.00 *
5899		UNCLASSIFIED AND SITE IMP				
	9237	JOHNNY BLUE, INC. - #4391	202186			124.00
	9237	JOHNNY BLUE, INC. - #4391	202493			79.00
	9237	JOHNNY BLUE, INC. - #4391	202494			79.00
	9237	JOHNNY BLUE, INC. - #4391	202495			79.00
					ACCOUNT TOTAL	361.00 *
8003		RENTAL OF SITES				
	8556	SHREE MAHALAKSHMI LLC	0085202012 002			250.00
					ACCOUNT TOTAL	250.00 *
					MAJOR TOTAL	73,235.81 **
042035	** REFUSE COLLECTION/TRANS. STA. **					
3011		REFUSE COMPACTOR SERVICE				
	898	REPUBLIC SERVICES #976	4606257 12/20 B			4,569.63
					ACCOUNT TOTAL	4,569.63 *
3012		RECYCLING EXPENSES				
	898	REPUBLIC SERVICES #976	4606257 12/20 B			1,720.34
	20238	BATTLE CREEK LANDFILL	556 12/20			308.60
					ACCOUNT TOTAL	2,028.94 *
5408		OPERATION OF MOTOR VEHICL				
	2125	H. N. FUNKHOUSER & CO.	87438 12/20			86.66
	5305	WARREN CO. PUBLIC SCHOOLS	28884			1,061.00

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
	5797	MANSFIELD OIL COMPANY	648410			120.34
					ACCOUNT TOTAL	1,268.00 *
5410		UNIFORMS				
	743	STOKES GENERAL STORE	KS 12/20			120.00
	743	STOKES GENERAL STORE	KS 12/20 B			100.00
					ACCOUNT TOTAL	220.00 *
					MAJOR TOTAL	8,086.57 **
042040	** REFUSE DISPOSAL **					
3002		ENGINEERING SERVICES				
	400	LABELLA ASSOCIATES	130524			23,522.76
					ACCOUNT TOTAL	23,522.76 *
3013		HAULING AND DISPOSAL				
	898	REPUBLIC SERVICES #976	4720991 12/20			53,923.50
	20238	BATTLE CREEK LANDFILL	570 12/20			104,567.76
					ACCOUNT TOTAL	158,491.26 *
3016		TIRE DISPOSAL				
	20100	TREASURER, FREDERICK CO.	2853 11			729.60
	20100	TREASURER, FREDERICK CO.	2853 12			1,733.60
					ACCOUNT TOTAL	2,463.20 *
5203		TELEPHONE				
	4812	LENTZ, JAMES	0048202012			45.00
					ACCOUNT TOTAL	45.00 *
5401		OFFICE SUPPLIES				
	20055	QUILL	12342034			46.68
	20055	QUILL	12343227			120.98
					ACCOUNT TOTAL	167.66 *
5410		UNIFORMS				
	2675	SIGNET MARKETING	52160			1,470.48
	2675	SIGNET MARKETING	52177			1,869.36
					ACCOUNT TOTAL	3,339.84 *
5415		OPERATION OF MACHINERY				
	2125	H. N. FUNKHOUSER & CO.	87437 12/20			929.37
	3952	WINCHESTER EQUIPMENT CO.	30707			578.00
	9269	JAMES RIVER EQUIPMENT	09253			483.75
	9269	JAMES RIVER EQUIPMENT	09398			200.00
					ACCOUNT TOTAL	2,191.12 *
5897		COVID-19 EXPENSES				
	2961	NORTHERN SAFETY CO., INC	904221065			124.81
					ACCOUNT TOTAL	124.81 *
5898		SITE IMPROVEMENTS				
	4428	DUNCAN LLC.	15787			1,530.00
					ACCOUNT TOTAL	1,530.00 *
5899		UNCLASSIFIED				
	263	RAMSEY HARDWARE	06384			50.00-
	263	RAMSEY HARDWARE	406343			28.22
	263	RAMSEY HARDWARE	406385			297.80
	2315	SOUTHERN STATES OF F.R.	1219800			3.78

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
	7093	SOUTHERN STATES OF F. R.	1218277			75.98
	9218	CRYSTAL SPRINGS	16375631 110320			171.23
	9218	CRYSTAL SPRINGS	16375631 120120			46.63
	20055	QUILL	12242855			79.99
	20055	QUILL	12253639			80.77
					ACCOUNT TOTAL	734.40 *
7001		MACHINERY AND EQUIPMENT				
	5784	DEERE CREDIT, INC	0057202012 002			3,762.34
					ACCOUNT TOTAL	3,762.34 *
					MAJOR TOTAL	196,372.39 **
043000	** MAINTENANCE OF BLDG. & GRNDS. **					
5101		ELECTRIC SERVICE				
	105	TOWN OF FRONT ROYAL	179112 12/20			5,801.99
	105	TOWN OF FRONT ROYAL	334000 12/20			80.11
	105	TOWN OF FRONT ROYAL	548000 12/20			98.34
	105	TOWN OF FRONT ROYAL	560100 12/20			27.62
	105	TOWN OF FRONT ROYAL	561000 12/20			64.34
	105	TOWN OF FRONT ROYAL	562000 12/20			78.81
	105	TOWN OF FRONT ROYAL	563000 12/20			86.73
	105	TOWN OF FRONT ROYAL	565000 12/20			56.67
	105	TOWN OF FRONT ROYAL	581001 12/20			2,655.08
	105	TOWN OF FRONT ROYAL	708000 12/20			5,115.58
	105	TOWN OF FRONT ROYAL	708000 12/20 B			5,365.50
	105	TOWN OF FRONT ROYAL	724000 12/20			25.98
	105	TOWN OF FRONT ROYAL	725000 12/20			8.50
	105	TOWN OF FRONT ROYAL	726000 12/20			8.50
	105	TOWN OF FRONT ROYAL	727000 12/20			9.48
	105	TOWN OF FRONT ROYAL	735000 12/20			814.56
	105	TOWN OF FRONT ROYAL	736000 12/20			2,898.26
	105	TOWN OF FRONT ROYAL	740000 12/20			204.96
					ACCOUNT TOTAL	23,401.01 *
5102		FUEL				
	4737	QUARLES ENERGY SERVICES	39024			598.98
	4737	QUARLES ENERGY SERVICES	47165			253.60
	4737	QUARLES ENERGY SERVICES	47706			447.79
	4738	QUARLES ENERGY SERVICES	47696			723.15
	4738	QUARLES ENERGY SERVICES	522534			485.62
					ACCOUNT TOTAL	2,509.14 *
5103		WATER SEWER GARBAGE				
	105	TOWN OF FRONT ROYAL	127101 12/20			20.00
	105	TOWN OF FRONT ROYAL	179111 12/20			1,289.34
	105	TOWN OF FRONT ROYAL	334000 12/20			26.66
	105	TOWN OF FRONT ROYAL	548000 12/20			75.50
	105	TOWN OF FRONT ROYAL	549000 12/20			42.70
	105	TOWN OF FRONT ROYAL	559000 12/20			26.66
	105	TOWN OF FRONT ROYAL	560000 12/20			56.44
	105	TOWN OF FRONT ROYAL	560100 12/20			14.10

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
	105	TOWN OF FRONT ROYAL	565000 12/20			40.76
	105	TOWN OF FRONT ROYAL	581001 12/20			577.49
	105	TOWN OF FRONT ROYAL	583000 12/20			102.26
	105	TOWN OF FRONT ROYAL	708000 12/20			6,347.86
	105	TOWN OF FRONT ROYAL	708000 12/20 B			659.30
	105	TOWN OF FRONT ROYAL	724000 12/20			26.66
	105	TOWN OF FRONT ROYAL	735000 12/20			461.29
	105	TOWN OF FRONT ROYAL	735100 12/20			81.97
	105	TOWN OF FRONT ROYAL	735111 12/20			9.92
	105	TOWN OF FRONT ROYAL	736000 12/20			282.71
	105	TOWN OF FRONT ROYAL	740000 12/20			161.29
	898	REPUBLIC SERVICES #976	508236 0020363			303.57
	898	REPUBLIC SERVICES #976	508504 0022098			175.00
					ACCOUNT TOTAL	10,781.48 *
5203		TELEPHONE				
	4321	ROSSER, BRANDY	0043202012			45.00
	5379	KERNS, JAMES W.	0053202012 002			45.00
	8013	HAYES, JEFFREY	0080202012 002			30.00
	8803	SHACKELFORD, DONNA	0088202012 002			45.00
					ACCOUNT TOTAL	165.00 *
5401		OFFICE SUPPLIES				
	8549	MILLER'S SUPPLIES	1111173			10.64
					ACCOUNT TOTAL	10.64 *
5405		SUPPLIES				
	263	RAMSEY HARDWARE	406407			11.69
	2110	LOWE'S	0205 12/20			151.96
	2110	LOWE'S	17454			94.99-
	2110	LOWE'S	1952 12/20			411.32
	2110	LOWE'S	3364 12/20			406.52
	2110	LOWE'S	3371 12/20			247.23
	8022	REXEL	129214120001			701.24
					ACCOUNT TOTAL	1,834.97 *
5407		REPAIRS AND MAINTENANCE				
	263	RAMSEY HARDWARE	406140			5.39
	263	RAMSEY HARDWARE	406153			55.99
	263	RAMSEY HARDWARE	406207			13.49
	263	RAMSEY HARDWARE	406210			30.59
	263	RAMSEY HARDWARE	406561			3.48
	263	RAMSEY HARDWARE	406572			6.74
	958	BEST EXTERMINATING SERV.	50004			15.00
	958	BEST EXTERMINATING SERV.	50009			25.00
	958	BEST EXTERMINATING SERV.	50025			15.00
	958	BEST EXTERMINATING SERV.	50026			15.00
	958	BEST EXTERMINATING SERV.	50027			32.00
	958	BEST EXTERMINATING SERV.	50028			10.00
	958	BEST EXTERMINATING SERV.	50029			25.00
	958	BEST EXTERMINATING SERV.	50030			10.00
	958	BEST EXTERMINATING SERV.	50031			10.00
	958	BEST EXTERMINATING SERV.	50108			15.00

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
	958	BEST EXTERMINATING SERV.	50166		10.00
	2110	LOWE'S	1193 12/20		17.06
	2110	LOWE'S	1228 12/20		11.32
	2110	LOWE'S	1843 12/20		79.56
	2110	LOWE'S	1862 12/20		57.71
	2110	LOWE'S	1939 12/20		107.48
	2110	LOWE'S	1995 12/20		95.31
	2110	LOWE'S	2069 12/20		55.07
	2110	LOWE'S	2568 12/20		59.32
	2110	LOWE'S	2584 12/20		56.92
	2110	LOWE'S	2882 12/20		45.51
	2110	LOWE'S	2968 12/20		56.76
	2568	UNIFIRST CORPORATION	1332793		235.14
	2568	UNIFIRST CORPORATION	1334008		153.72
	2568	UNIFIRST CORPORATION	1335214		166.29
	2568	UNIFIRST CORPORATION	1336440		153.72
	3209	D & M CONTAINER SERVICE	49848		489.00
	3278	DODSON PEST CONTROL	0032202012	923503	35.00
	4757	H.M.S. FIRE EXTINGUISHERS	06053		460.75
	4979	NORVAC LOCK TECHNOLOGY	129181		35.00
	5010	KONE, INC.	9595642872		29.64
	5010	KONE, INC.	959567407		246.20
	5010	KONE, INC.	959618107		254.82
	5010	KONE, INC.	959642872		254.82
	5010	KONE, INC.	959727037		254.82
	5156	UNIFIRST CORP.	1334066		279.78
	5156	UNIFIRST CORP.	1336499		276.06
	5838	NOLAND COMPANY	34017201		1,195.51
	6136	SHALLOW CREEK ELECTRICAL S	4501		122.50
	6183	BEST EXTERMINATING SERV.	49545		35.00
	6233	UNIFIRST CORP.	1334249		63.60
	6233	UNIFIRST CORP.	1336680		62.66
	6305	PRECISION DOORS & HARDWARE	71147690	CARD READERS	6,183.18
	6563	FIDELITY POWER SYSTEMS	0038668		750.00
	6563	FIDELITY POWER SYSTEMS	0062808		195.00
	7575	APV	9977500		163.14
	8022	REXEL	129370554001		318.90
	8022	REXEL	129393581001		376.78
	8549	MILLER'S SUPPLIES	081908		18.93-
	8549	MILLER'S SUPPLIES	1103679		18.93
	9243	BEST EXTERMINATING SERV.	49304		50.00
	9243	BEST EXTERMINATING SERV.	50286		50.00
	9244	BEST EXTERMINATING SERV.	50033		65.00
	9244	BEST EXTERMINATING SERV.	50045		29.00
	9244	BEST EXTERMINATING SERV.	50103		130.00
	9572	BATTERY MART	1168588		72.70
	20445	UNIFIRST CORPORATION	1334009		200.31
	20445	UNIFIRST CORPORATION	1336441		197.59
				ACCOUNT TOTAL	14,525.33 *

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
5408		OPERATION OF MOTOR VEHICL				
	5517	MANSFIELD OIL COMPANY	628492			14.05
	5517	MANSFIELD OIL COMPANY	633759			53.09
	5517	MANSFIELD OIL COMPANY	644549			53.28
	5517	MANSFIELD OIL COMPANY	648477			146.55
	6206	MANSFIELD OIL COMPANY	644499			65.70
					ACCOUNT TOTAL	332.67 *
5897		COVID-19 EXPENSES				
	263	RAMSEY HARDWARE	406054			43.17
	4013	STATE CHEMICAL MFG. CO.	901747583			2,190.90
	4013	STATE CHEMICAL MFG. CO.	901747584			1,399.56
	7016	SELECT SPECIALTY PRODUCTS	52317			2,278.00
	7016	SELECT SPECIALTY PRODUCTS	52341			1,590.00
	8549	MILLER'S SUPPLIES	082199			337.10-
	8549	MILLER'S SUPPLIES	082219			337.10-
	8549	MILLER'S SUPPLIES	1107021			1,710.92
	8549	MILLER'S SUPPLIES	1107455			2,353.20
	8549	MILLER'S SUPPLIES	1107554			337.10
	8549	MILLER'S SUPPLIES	1107587			401.46
	8549	MILLER'S SUPPLIES	1108851			219.00
	8549	MILLER'S SUPPLIES	1110320			114.12
	8549	MILLER'S SUPPLIES	1111109			329.85
	8549	MILLER'S SUPPLIES	1112345			1,394.96
	8549	MILLER'S SUPPLIES	1114586			1,406.44
	8588	BERKELEY GLASS	82468			1,886.38
	8588	BERKELEY GLASS	82960			2,309.14
	8588	BERKELEY GLASS	82961			781.20
	8588	BERKELEY GLASS	82962			2,303.12
	8588	BERKELEY GLASS	82963			1,310.72
	20603	WEISS BROS. OF HAGERSTOWN	253409			1,494.04
	20603	WEISS BROS. OF HAGERSTOWN	253410			1,940.37
					ACCOUNT TOTAL	27,119.45 *
7010		BUILDING IMPROVEMENTS				
	8549	MILLER'S SUPPLIES	1088827			1,872.00
					ACCOUNT TOTAL	1,872.00 *
					MAJOR TOTAL	82,551.69 **
051000	** HEALTH **					
5601		WARREN COUNTY HEALTH DEPT				
	6510	W.C. HEALTH DEPARTMENT	3RD 12/20			96,356.50
					ACCOUNT TOTAL	96,356.50 *
					MAJOR TOTAL	96,356.50 **
053500	** CHILDREN'S SERVICES ACT **					
5301		CHILDREN'S SERVICES ACT				
	2368	GRAFTON SCHOOL, INC.	20201011175			6,305.50
	2368	GRAFTON SCHOOL, INC.	2020104567925			6,175.50

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
	2368	GRAFTON SCHOOL, INC.	2020106737			10,795.00
	2379	CHILDREN'S SERVICES OF VA	48422			3,150.00
	2379	CHILDREN'S SERVICES OF VA	48435			2,250.00
	2379	CHILDREN'S SERVICES OF VA	48461			2,250.00
	2431	CHILD CARE & LEARNING CTR	6995			881.00
	2486	W.C. DEPT. OF SOCIAL SERV	202110			184.44
	2492	POPLAR SPRINGS HOSPITAL	30065620038 12			3,349.00
	2601	INTERCEPT YOUTH SERVICES,	116125 092001 B			1,606.00
	2601	INTERCEPT YOUTH SERVICES,	116125 102001			3,931.42
	2601	INTERCEPT YOUTH SERVICES,	116125 112001			3,918.60
	2601	INTERCEPT YOUTH SERVICES,	116502 102001			5,843.42
	2601	INTERCEPT YOUTH SERVICES,	116502 112001			5,830.60
	2618	NORTHWESTERN COMMUNITY	105			8,400.00
	3194	VA. HOME FOR BOYS & GIRLS	7368 2			2,160.00
	3194	VA. HOME FOR BOYS & GIRLS	7373			5,790.00
	3194	VA. HOME FOR BOYS & GIRLS	7374			2,160.00
	3258	MATTHEWS CENTER FOR	147430			6,402.00
	3258	MATTHEWS CENTER FOR	147431			6,210.00
	3413	BLUE RIDGE EDUCATIONAL CN	381			21,109.00
	5324	HALLMARK YOUTHCARE	3985 12/20			2,908.50
	5324	HALLMARK YOUTHCARE	3985 12/20 B			17,588.00
	5704	DEPAUL COMMUNITY RESOURCE	0282519			4,716.00
	5704	DEPAUL COMMUNITY RESOURCE	0282520			4,421.00
	5704	DEPAUL COMMUNITY RESOURCE	0282521			6,359.00
	6257	CHILDREN'S HOME SOCIETY	6			3,865.00
	6310	APTS	2055766			350.88
	6310	APTS	2055996			7,893.36
	6373	E.A.S. WINCHESTER. PLLC	80515 12/20			3,200.00
	6374	EMBRACE FOSTER CARE LLC	80503 12/20			5,438.00
	7823	FIRST HOME CARE	7401 112001			3,360.00
	7823	FIRST HOME CARE	9239 112001			3,360.00
	8652	CCFS	880858			420.00
					ACCOUNT TOTAL	172,581.22 *
5899		UNCLASSIFIED				
	6615	AMANKRAH, JESSICA	PHONE 12/20			45.00
					ACCOUNT TOTAL	45.00 *
					MAJOR TOTAL	172,626.22 **
071010	**	PARKS & REC. ADMINISTRATION **				
3005		MAINTENANCE SERVICE CONTR				
	3787	XEROX CORPORATION	011722590			354.47
	3787	XEROX CORPORATION	011975657			275.05
	3787	XEROX CORPORATION	017722591			389.65
					ACCOUNT TOTAL	1,019.17 *
5203		TELEPHONE				
	188	LINDEN SMR ASSOCIATES	0001202012			290.00
	2677	LENZ, DANIEL P	0026202012			45.00
	2712	RICHARDSON, ROBIN A	0027202012			45.00

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
	5041	WALKER, TIFFANY	0050202012			45.00
	9518	WALKER, RACHAEL E.	0095202012 002			45.00
	20908	MUNSON, ALAN	0209202012 003			30.00
					ACCOUNT TOTAL	500.00 *
5401		OFFICE SUPPLIES				
	20056	QUILL	11972872			42.13
	20056	QUILL	12301607			80.97
	20056	QUILL	12389339			261.91
	20056	QUILL	12390334			161.84
	20056	QUILL	12391316			253.96
	20056	QUILL	12433477			339.98
	20056	QUILL	12566755			28.98
	20056	QUILL	12582902			140.94
	20056	QUILL	12713924			105.84
					ACCOUNT TOTAL	1,416.55 *
5403		BEVERAGES				
	2110	LOWE'S	1632 12/20			45.36
	9218	CRYSTAL SPRINGS	16379177 110320			6.00
	9218	CRYSTAL SPRINGS	16379177 120120			27.93
	20037	SCHENCK FOODS CO., INC.	6747719			22.77
					ACCOUNT TOTAL	102.06 *
5431		SECURITY SYSTEM				
	75	R.A.C. SECURITY SYS. INC.	11816			65.00
					ACCOUNT TOTAL	65.00 *
					MAJOR TOTAL	3,102.78 **
071020	** PARKS & REC. - REC. PROGRAM **					
5449		NEW PROGRAMS				
	5823	LOCKHART, ANTHONY	292960	SANTA		150.00
	7546	LEWIS, NIKKI	0072			200.00
	20037	SCHENCK FOODS CO., INC.	6747719			430.42
					ACCOUNT TOTAL	780.42 *
					MAJOR TOTAL	780.42 **
071030	** PARKS & REC. MAINTENANCE **					
3005		SERVICE CONTRACTS & CLEAN				
	898	REPUBLIC SERVICES #976	507779 4771580			467.41
	898	REPUBLIC SERVICES #976	508955 4814901			581.82
	898	REPUBLIC SERVICES #976	509214 4771580			429.98
	5127	DLL FINANCE LLC.	0051202012 002	101-0447511-000		463.30
	6216	L & B PORTABLES LLC	1695			2,052.00
	6216	L & B PORTABLES LLC	1696			1,872.00
					ACCOUNT TOTAL	5,866.51 *
3023		SAFETY PROGRAM				
	9196	JOHN DEERE FINANCIAL	9699			22.96
					ACCOUNT TOTAL	22.96 *
5101		ELECTRIC SERVICE				
	105	TOWN OF FRONT ROYAL	127101 12/20 B			93.85

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
	105	TOWN OF FRONT ROYAL	127102 12/20		134.41
	105	TOWN OF FRONT ROYAL	127102 12/20 B		125.29
	105	TOWN OF FRONT ROYAL	127104 12/20		411.68
	105	TOWN OF FRONT ROYAL	127104 12/20 B		47.20
	105	TOWN OF FRONT ROYAL	127105 12/20		26.66
	105	TOWN OF FRONT ROYAL	127105 12/20 B		26.66
	105	TOWN OF FRONT ROYAL	127106 12/20		20.22
	105	TOWN OF FRONT ROYAL	127106 12/20 B		14.58
	105	TOWN OF FRONT ROYAL	153000 12/20		1,137.89
	105	TOWN OF FRONT ROYAL	270101 12/20		180.99
	105	TOWN OF FRONT ROYAL	595050 12/20		26.66
	105	TOWN OF FRONT ROYAL	595075 12/20		281.72
	105	TOWN OF FRONT ROYAL	595077 12/20		20.68
	105	TOWN OF FRONT ROYAL	595101 12/20		390.76
	105	TOWN OF FRONT ROYAL	612050 12/20		15.23
	105	TOWN OF FRONT ROYAL	613100 12/20		34.00
	105	TOWN OF FRONT ROYAL	613101 12/20		81.97
	105	TOWN OF FRONT ROYAL	687200 12/20		71.86
	105	TOWN OF FRONT ROYAL	687205 12/20		26.66
	105	TOWN OF FRONT ROYAL	687210 12/20		9.92
	105	TOWN OF FRONT ROYAL	707000 12/20		20.00
	105	TOWN OF FRONT ROYAL	707000 12/20 B		20.00
	105	TOWN OF FRONT ROYAL	707100 12/20		8.50
	105	TOWN OF FRONT ROYAL	707100 12/20 B		8.50
	105	TOWN OF FRONT ROYAL	709110 12/20		155.60
	105	TOWN OF FRONT ROYAL	709110 12/20 B		112.16
	105	TOWN OF FRONT ROYAL	711000 12/20		32.06
	105	TOWN OF FRONT ROYAL	711000 12/20 B		32.06
	105	TOWN OF FRONT ROYAL	733006 12/20		622.60
	105	TOWN OF FRONT ROYAL	758100 12/20		81.97
	105	TOWN OF FRONT ROYAL	758100 12/20 B		81.97
	105	TOWN OF FRONT ROYAL	773100 12/20		293.88
	105	TOWN OF FRONT ROYAL	773101 12/20		20.00
	105	TOWN OF FRONT ROYAL	773102 12/20		333.30
	105	TOWN OF FRONT ROYAL	773102A 12/20		65.23
	105	TOWN OF FRONT ROYAL	773103 12/20		527.60
	105	TOWN OF FRONT ROYAL	773104 12/20		2,239.52
	105	TOWN OF FRONT ROYAL	773106 12/20		8.50
	105	TOWN OF FRONT ROYAL	773109 12/20		20.82
	105	TOWN OF FRONT ROYAL	773110 12/20		24.35
	105	TOWN OF FRONT ROYAL	773111 12/20		20.00
	105	TOWN OF FRONT ROYAL	773112 12/20		20.00
	105	TOWN OF FRONT ROYAL	773114 12/20		20.27
	105	TOWN OF FRONT ROYAL	773115 12/20		213.14
	105	TOWN OF FRONT ROYAL	773116 12/20		26.66
	105	TOWN OF FRONT ROYAL	773117 12/20		85.28
	105	TOWN OF FRONT ROYAL	773118 12/20		20.00
	105	TOWN OF FRONT ROYAL	773119 12/20		254.01
	105	TOWN OF FRONT ROYAL	773120 12/20		79.44

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
	105	TOWN OF FRONT ROYAL	773121 12/20			24.08
	105	TOWN OF FRONT ROYAL	773122 12/20			305.32
	105	TOWN OF FRONT ROYAL	773123 12/20			161.44
	105	TOWN OF FRONT ROYAL	773125 12/20			79.84
	105	TOWN OF FRONT ROYAL	773126 12/20			8.83
	105	TOWN OF FRONT ROYAL	773129 12/20			107.17
	105	TOWN OF FRONT ROYAL	773130 12/20			128.80
	105	TOWN OF FRONT ROYAL	773131 12/20			16.64
					ACCOUNT TOTAL	9,458.43 *
5402		AUTO MAINTENANCE				
	5305	WARREN CO. PUBLIC SCHOOLS	28604			282.09
	5305	WARREN CO. PUBLIC SCHOOLS	28623			215.24
	5305	WARREN CO. PUBLIC SCHOOLS	28624			1,277.21
	5305	WARREN CO. PUBLIC SCHOOLS	28629			602.55
	5305	WARREN CO. PUBLIC SCHOOLS	28725			164.29
	5305	WARREN CO. PUBLIC SCHOOLS	28768			86.67
	5305	WARREN CO. PUBLIC SCHOOLS	28769			775.22
	5305	WARREN CO. PUBLIC SCHOOLS	28770			148.67
	5305	WARREN CO. PUBLIC SCHOOLS	28852			3,941.31
	5305	WARREN CO. PUBLIC SCHOOLS	28891			139.17
	5305	WARREN CO. PUBLIC SCHOOLS	28898			192.33
					ACCOUNT TOTAL	7,824.75 *
5407		REPAIRS AND MAINTENANCE				
	100	SERVICE TIRE & BATTERY	1101532			26.00
	263	RAMSEY HARDWARE	406340			55.65
	746	CRIM'S TRAILER SALES INC.	45272			9.50
	746	CRIM'S TRAILER SALES INC.	45278			79.08
	1666	NAPA AUTO PARTS	778205			58.82
	1666	NAPA AUTO PARTS	779050			4.00
	1666	NAPA AUTO PARTS	780134			32.26
	2110	LOWE'S	1275 12/20			128.19
	2110	LOWE'S	1970 12/20			191.69
	3952	WINCHESTER EQUIPMENT CO.	00232			105.10
	3952	WINCHESTER EQUIPMENT CO.	01625			541.92
	3952	WINCHESTER EQUIPMENT CO.	01626			121.83
	3952	WINCHESTER EQUIPMENT CO.	01820			12.42
	3952	WINCHESTER EQUIPMENT CO.	02088 12/20			6.49
	7093	SOUTHERN STATES OF F.R.	1219790			22.90
	9196	JOHN DEERE FINANCIAL	1298			32.05
	9196	JOHN DEERE FINANCIAL	4335			1.65
	9196	JOHN DEERE FINANCIAL	5873			69.93
					ACCOUNT TOTAL	1,499.48 *
5408		OPERATION OF MOTOR VEHICL				
	2125	H. N. FUNKHOUSER & CO.	87432 12/20			69.11
	4737	QUARLES ENERGY SERVICES	52796			101.49
	5853	MANSFIELD OIL COMPANY	644393			490.92
	5853	MANSFIELD OIL COMPANY	648325			474.53
	5866	MANSFIELD OIL COMPANY	644574			23.13
	5873	MANSFIELD OIL COMPANY	644464			18.99
					ACCOUNT TOTAL	1,178.17 *

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
5410		UNIFORMS & WEARING APPARE				
	9196	JOHN DEERE FINANCIAL	5751			43.97
					ACCOUNT TOTAL	43.97 *
5413		OPERATING SUPPLIES				
	7032	FRONT ROYAL'S FUSSELL	2398 93135			50.00
	7032	FRONT ROYAL'S FUSSELL	2402 93196			60.00
					ACCOUNT TOTAL	110.00 *
5417		LIGHTING SYSTEM				
	2110	LOWE'S	1276 12/20			227.96
	2110	LOWE'S	1371 12/20			493.01
					ACCOUNT TOTAL	720.97 *
5420		SMALL TOOLS				
	1666	NAPA AUTO PARTS	449256			11.26
	1666	NAPA AUTO PARTS	779336			23.14
	3952	WINCHESTER EQUIPMENT CO.	01820			279.96
					ACCOUNT TOTAL	314.36 *
7001		MACHINERY AND EQUIPMENT				
	3952	WINCHESTER EQUIPMENT CO.	31748	DUMP TRAILER		5,798.00
					ACCOUNT TOTAL	5,798.00 *
					MAJOR TOTAL	32,837.60 **
081010	**	PLANNING AND ZONING ADMIN. **				
3007		ADVERTISING				
	200	NORTHERN VIRGINIA DAILY	S00218 12/20			503.25
					ACCOUNT TOTAL	503.25 *
5205		CELLULAR PHONE				
	3107	LOGAN, TARYN G.	0031202012			45.00
					ACCOUNT TOTAL	45.00 *
5401		OFFICE SUPPLIES				
	20065	QUILL	12078088			85.83
	20065	QUILL	12085663			469.62
					ACCOUNT TOTAL	555.45 *
5408		OPERATION OF MOTOR VEHICL				
	5792	MANSFIELD OIL COMPANY	644503			17.92
					ACCOUNT TOTAL	17.92 *
					MAJOR TOTAL	1,121.62 **
081050	**	ECONOMIC DEVELOPMENT **				
5605		ECONOMIC DEVELOPMENT AUTH				
	1521	FRONT ROYAL WARREN COUNTY	3RD 12/20			64,645.75
					ACCOUNT TOTAL	64,645.75 *
					MAJOR TOTAL	64,645.75 **
091000	**	NON-DEPARTMENTAL **				
3010		MAINTENANCE - CENTRAL COM				
	906	ROYAL OAK COMPUTERS	29721361			252.00

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
	4092	EMEDIA WEB SERVICES	2020 843			142.50
					ACCOUNT TOTAL	394.50 *
3012		MAINTENANCE CENTRAL COPIE				
	6203	U.S. BANK EQUIPMENT FINANC	428919583			357.35
					ACCOUNT TOTAL	357.35 *
5610		TOURISM				
	3016	NSVRC	1902			5,000.00
					ACCOUNT TOTAL	5,000.00 *
8001		PUBLIC SAFETY COMM. TOWER				
	707	MOTOROLA, INC.	811817	ANTENNA SYSTEM		93,008.51
					ACCOUNT TOTAL	93,008.51 *
8002		CTHSE RECORDS DIGITIZATIO				
	144	C. W. WARTHEN COMPANY	54652			87,000.00
					ACCOUNT TOTAL	87,000.00 *
8004		CHESTER GAP VFD COVID-19				
	444	CHESTER GAP VFC #9	1			19,360.57
					ACCOUNT TOTAL	19,360.57 *
					MAJOR TOTAL	205,120.93 **
092000	** CAPITAL OUTLAY **					
7011		CENTRAL TELEPHONE SYSTEM				
	6123	ACOM, LLC	1051			34,383.57
					ACCOUNT TOTAL	34,383.57 *
7018		ECONOMIC DEVELOPMENT				
	1521	FRONT ROYAL WARREN COUNTY	#90978 12/20			22,450.41
	1521	FRONT ROYAL WARREN COUNTY	3RD 12/20			79,122.25
					ACCOUNT TOTAL	101,572.66 *
7042		RIVERMONT VFD				
	7117	H & W CONSTRUCTION CO, INC	18			53,202.76
	8549	MILLER'S SUPPLIES	1103950			1,934.00
	20142	ECS MID ATLANTIC LLC	844241			749.75
					ACCOUNT TOTAL	55,886.51 *
7043		NORTH WARREN VFD BUILDING				
	8831	FREDERICK ANDREAE	8831 12/20			656.25
					ACCOUNT TOTAL	656.25 *
7047		BUILDING IMPROVEMENT FUND				
	8831	FREDERICK ANDREAE	8831 12/20			525.00
	9248	ACME TECHNICAL GROUP LLC	19051			5,730.00
					ACCOUNT TOTAL	6,255.00 *
7057		COMMUNICATIONS EQUIP. LOA				
	707	MOTOROLA, INC.	29069	ANNUAL PYMNT		189,897.76
					ACCOUNT TOTAL	189,897.76 *
7058		PURCHASE OF SECOND STREET				
	6044	LILLIAN SEALOCK FOX	0060202012 002	20A8		1,967.76
					ACCOUNT TOTAL	1,967.76 *
7061		FISHNET PROPERTY				
	2110	LOWE'S	1238 12/20			59.80
	2110	LOWE'S	1425 12/20			41.40

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT	
	2110	LOWE' S	1666 12/20			178.41	
	7112	RACEY ENGINEERING, PLLC	9880			475.00	
					ACCOUNT TOTAL	754.61	*
7072		REGIONAL JAIL					
	7524	RSW REGIONAL JAIL	3RD 12/20			996,606.00	
					ACCOUNT TOTAL	996,606.00	*
7104		BOAT LANDINGS					
	8181	LPDA	180703 009			3,965.00	
					ACCOUNT TOTAL	3,965.00	*
7115		THOMPSON KISS-AND-RIDE					
	5129	BRILL, CLIFF - MC DESIGNS	551141			7,800.40	
					ACCOUNT TOTAL	7,800.40	*
					MAJOR TOTAL	1,399,745.52	**
					FUND TOTAL	3,065,358.89	

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#		DESCRIPTION		AMOUNT
062050							
0001		HEALTH CARE EXPENDITURES					
	20767	PROBENEFITS, INC	0207202012	003	1994A		792.00
						ACCOUNT TOTAL	792.00 *
						MAJOR TOTAL	792.00 **
						FUND TOTAL	792.00

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT	
032050	***LINDEN HEIGHTS SANT. DISTRICT***						
1001		COMPENSATION-MANAGER					
	9566	W.C. PUBLIC WORKS DEPT.	LH25			30.01	
					ACCOUNT TOTAL	30.01	*
5443		MAINTENANCE-LABOR					
	9566	W.C. PUBLIC WORKS DEPT.	LH25			234.96	
					ACCOUNT TOTAL	234.96	*
					MAJOR TOTAL	264.97	**
					FUND TOTAL	264.97	

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT	
043050	** SHENANDOAH FARMS SAN. DIST. **						
1001		COMPENSATION - MANAGER					
	9566	W.C. PUBLIC WORKS DEPT.	SF26			600.14	
					ACCOUNT TOTAL	600.14	*
5203		TELEPHONE/INTERNET					
	188	LINDEN SMR ASSOCIATES	0001202012			50.00	
	5444	LENTZ, TIMOTHY	0054202012 002			45.00	
					ACCOUNT TOTAL	95.00	*
5408		EQUIPMENT MAINTENANCE/OPE					
	1666	NAPA AUTO PARTS	780157			693.28	
	5305	WARREN CO. PUBLIC SCHOOLS	28841			414.67	
	5867	MANSFIELD OIL COMPANY	644662			28.97	
	9196	JOHN DEERE FINANCIAL	5053			48.96	
					ACCOUNT TOTAL	1,185.88	*
5442		MAINTENANCE - STONE					
	9223	LEHIGH HANSON	3841583			365.10	
	9223	LEHIGH HANSON	3841584			1,481.14	
	9223	LEHIGH HANSON	3844808			367.71	
	9223	LEHIGH HANSON	3849063			1,156.38	
	9223	LEHIGH HANSON	3879062			644.77	
	9223	LEHIGH HANSON	3879648			309.24	
					ACCOUNT TOTAL	4,324.34	*
5443		MAINTENANCE - LABOR					
	9566	W.C. PUBLIC WORKS DEPT.	SF26			9,138.14	
					ACCOUNT TOTAL	9,138.14	*
5447		BRUSH CUTTING/TREE REMOVA					
	9566	W.C. PUBLIC WORKS DEPT.	SF26			413.36	
					ACCOUNT TOTAL	413.36	*
					MAJOR TOTAL	15,756.86	**
					FUND TOTAL	15,756.86	

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
054050	***LAKE FRONT ROYAL SANT DIST***					
1001		COMPENSATION MANAGER				
	9566	W.C. PUBLIC WORKS DEPT.	LFR27			537.67
					ACCOUNT TOTAL	537.67 *
5441		DRAINAGE MAINTENANCE/REPA				
	5482	EASTERN SUPPLY, INC.	2102994			3,265.85
					ACCOUNT TOTAL	3,265.85 *
5442		MAINTENANCE-STONE				
	9223	LEHIGH HANSON	3836920			353.01
	9223	LEHIGH HANSON	3841584			730.38
	9223	LEHIGH HANSON	3845584			652.92
	9223	LEHIGH HANSON	3847164			319.52
					ACCOUNT TOTAL	2,055.83 *
5443		MAINTENANCE-LABOR/RENTAL				
	9566	W.C. PUBLIC WORKS DEPT.	LFR27			5,456.92
					ACCOUNT TOTAL	5,456.92 *
5445		SNOW REMOVAL				
	6216	L & B PORTABLES LLC	1697			70.00
					ACCOUNT TOTAL	70.00 *
5446		MOWING-ROADSIDE				
	9566	W.C. PUBLIC WORKS DEPT.	LFR27			357.82
					ACCOUNT TOTAL	357.82 *
5447		BRUSH CUTTING/TREE REMOVA				
	9566	W.C. PUBLIC WORKS DEPT.	LFR27			727.28
					ACCOUNT TOTAL	727.28 *
5455		INTERNAL PROJECTS				
	2110	LOWE'S	3169 12/20	TRUSSES-LFR-SHELTER		1,043.88
					ACCOUNT TOTAL	1,043.88 *
					MAJOR TOTAL	13,515.25 **
					FUND TOTAL	13,515.25

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT	
056050	*** WILDCAT DRIVE SANT DIST ***						
1001		COMPENSATION MANAGER					
	9566	W.C. PUBLIC WORKS DEPT.	WS22			60.01	
					ACCOUNT TOTAL	60.01	*
5447		BRUSH CUTTING/TREE REMOVA					
	9566	W.C. PUBLIC WORKS DEPT.	WS22			119.56	
					ACCOUNT TOTAL	119.56	*
					MAJOR TOTAL	179.57	**
					FUND TOTAL	179.57	

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT	
057050	*** OSPREY LN SANT DIST ***						
1001		COMPENSATION MANAGER					
	9566	W.C. PUBLIC WORKS DEPT.	OL17			30.01	
					ACCOUNT TOTAL	30.01	*
5443		MAINTENANCE-LABOR					
	9566	W.C. PUBLIC WORKS DEPT.	OL17			85.28	
					ACCOUNT TOTAL	85.28	*
5899		RESERVE FOR CONTINGENCY					
	2110	LOWE'S	2181 12/20			71.22	
	9566	W.C. PUBLIC WORKS DEPT.	OL17			614.86	
					ACCOUNT TOTAL	686.08	*
					MAJOR TOTAL	801.37	**
					FUND TOTAL	801.37	

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
033090						
0001		KID'S CAMP EXPENDITURES				119.60
	45004	CROWN TROPHY	20468			119.60 *
					ACCOUNT TOTAL	119.60 *
					MAJOR TOTAL	119.60 **
					FUND TOTAL	119.60

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
081060	** WARREN COUNTY AIRPORT EXP. **					
1001		COMPENSATION AIRPORT MANA				
	6273	CASS AVIATION	0062202012 002			1,750.00
					ACCOUNT TOTAL	1,750.00 *
5407		REPAIRS AND MAINTENANCE				
	1717	CULLIGAN OF FRONT ROYAL	0017202012	569-0009332-2		35.00
	5861	MEBULBS	4139704 01			182.15
	5861	MEBULBS	4139706 01			95.30
					ACCOUNT TOTAL	312.45 *
5898		WASTE DISPOSAL				
	898	REPUBLIC SERVICES #976	506445 0021824			410.03
	898	REPUBLIC SERVICES #976	508452 0021824			226.70
	9448	JOHNNY BLUE, INC. - 3407	201459			86.28
					ACCOUNT TOTAL	723.01 *
					MAJOR TOTAL	2,785.46 **
					FUND TOTAL	2,785.46

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
071050	** FRONT ROYAL GOLF CLUB **					
3005		SERVICE CONTRACTS/CART LE				
	5127	DLL FINANCE LLC.	0051202012	101-0418904-000		1,669.95
					ACCOUNT TOTAL	1,669.95 *
					MAJOR TOTAL	1,669.95 **
					FUND TOTAL	1,669.95

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
035060	** COST	RECOVERY **				
3003		ADMINISTRATIVE FEES				
	8594	EMS MANAGEMENT &	041002			2,085.61
	21110	FITNESS EVOLUTION F.R.	21110 12/20			1,625.00
					ACCOUNT TOTAL	3,710.61 *
5408		OPERATION OF MOTOR VEHICL				
	263	RAMSEY HARDWARE	406455			8.54
	3822	AZ COMMERCIAL	2009244940			11.40
	5868	MANSFIELD OIL COMPANY	644545			2,057.01
	5868	MANSFIELD OIL COMPANY	648473			2,091.56
	6500	FESCO EMERGENCY SALES	20 11107			126.46
					ACCOUNT TOTAL	4,294.97 *
					MAJOR TOTAL	8,005.58 **
					FUND TOTAL	8,005.58

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
035070	**SHEN. FARMS VFC6 EXPENDITURES**					
5406		STATION FUEL				
	4763	VALLEY ENERGY	8383			391.15
	4763	VALLEY ENERGY	8384			588.66
					ACCOUNT TOTAL	979.81 *
5407		BUILDING & GROUNDS MAINTE				
	263	RAMSEY HARDWARE	405743			35.99
	263	RAMSEY HARDWARE	406197			9.88
	898	REPUBLIC SERVICES #976	508674 4725859			199.72
	3822	AZ COMMERCIAL	2009199709			87.62
	7092	SOUTHERN STATES OF F. R.	13365			102.87
	9241	BEST EXTERMINATING SERV.	50244			45.00
					ACCOUNT TOTAL	481.08 *
5899		UNCLASSIFIED				
	5130	BERKELEY CLUB BEVERAGES	17 43454			122.50
					ACCOUNT TOTAL	122.50 *
					MAJOR TOTAL	1,583.39 **
					FUND TOTAL	1,583.39

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
035071	**N. WARRREN VFD #10 EXPENDITURES**					
5406		PROPANE				
	5553	WASHINGTON GAS	3740 12/20			100.02
					ACCOUNT TOTAL	100.02 *
5407		REPAIRS & MAINTENANCE				
	898	REPUBLIC SERVICES #976	508990 4820999			109.10
					ACCOUNT TOTAL	109.10 *
					MAJOR TOTAL	209.12 **
					FUND TOTAL	209.12

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT	
035072	**SOUTH	WARREN VFC #3 EXPENDITURES*					
5407		BUILDINGS & GROUNDS MAINT					
	263	RAMSEY HARDWARE	406181			59.62	
	92036	FIRE PROTECTION COMPANY	65677			192.00	
					ACCOUNT TOTAL	251.62	*
5408		VEHICLE REPAIRS					
	3822	AZ COMMERCIAL	2009251334			8.23	
					ACCOUNT TOTAL	8.23	*
					MAJOR TOTAL	259.85	**
					FUND TOTAL	259.85	

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
035073	**SHENANDOAH SHORES VFC#5 EXP**					
5408		VEHICLE REPAIRS				
	4388	ATLANTIC EMERGENCY SOLUT.	25477			1,106.90
					ACCOUNT TOTAL	1,106.90 *
5899		CONTINGENCY				
	7842	DONNA J. EVANS, CPA, PC	3801			630.00
					ACCOUNT TOTAL	630.00 *
					MAJOR TOTAL	1,736.90 **
					FUND TOTAL	1,736.90

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT	
035074	**LINDEN VFC #4 EXPENSES**						
5408		VEHICLE REPAIRS					
	7071	KEPLINGER REPAIR SERV INC	25643			814.48	
	7071	KEPLINGER REPAIR SERV INC	25648			172.49	
	7071	KEPLINGER REPAIR SERV INC	25684			370.69	
					ACCOUNT TOTAL	1,357.66	*
5899		CONTINGENCY					
	5130	BERKELEY CLUB BEVERAGES	19752			48.50	
					ACCOUNT TOTAL	48.50	*
7057		LOANS					
	10118	FIRST BANK	0101202012 002	# 50723		3,227.46	
	10118	FIRST BANK	0101202012 003	# 50741		931.20	
					ACCOUNT TOTAL	4,158.66	*
					MAJOR TOTAL	5,564.82	**
					FUND TOTAL	5,564.82	

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT	
035075	**FORTSMOUTH VFC #8 EXPENSES**						
5407		BUILDING GROUNDS & MAINTE					
	898	REPUBLIC SERVICES #976	508692 4731170			177.82	
	4778	DAVE'S DIVERSIFIED SERV.	6711 1			625.00	
					ACCOUNT TOTAL	802.82	*
5408		VEHICLE REPAIRS					
	5506	MALOY AUTOMOTIVE & FLEET	AMB 8 12/20			490.47	
	10115	DONALD B. RICE TIRE CO.	6097082			51.00	
	10115	DONALD B. RICE TIRE CO.	6097915			20.00	
					ACCOUNT TOTAL	561.47	*
					MAJOR TOTAL	1,364.29	**
					FUND TOTAL	1,364.29	

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT	
081050		***ECONOMIC DEVELOPMENT AUTHORITY**				
3001		PROFESSIONAL FEES- LEGAL				
	500044	GREEHAN, TAVES & PANDAK, P	127657 12/20		9,240.00	
	500044	GREEHAN, TAVES & PANDAK, P	127684		4,818.00	
				ACCOUNT TOTAL	14,058.00	*
3007		ADVERTISING				
	500073	KELLY, BRIAN J.	2223		625.00	
				ACCOUNT TOTAL	625.00	*
5205		TECHNOLOGY CORE OPERATION				
	500053	SHOTTON DESIGN, LLC	01934		30.00	
				ACCOUNT TOTAL	30.00	*
5401		SUPPLIES				
	500001	HENDERSON, GRETCHEN	REIMB 12/20	OFFICE SUPPLIES	26.73	
	500031	UNITED BANKCARD CENTER	2178 12/20		49.34	
				ACCOUNT TOTAL	76.07	*
5407		MAINTENANCE				
	500070	MARGAAA	282		6,617.34	
				ACCOUNT TOTAL	6,617.34	*
5800		INTEREST EXPENSE				
	500008	THE FIRST BANK & TRUST COM	60 2151580		34,927.35	
	500011	FIRST BANK	48682 12/20		12,043.36	
				ACCOUNT TOTAL	46,970.71	*
5801		DUES AND SUBSCRIPTIONS				
	500015	PITNEY BOWES	3312392626		117.90	
	500025	AFA PROTECTIVE SYSTEMS, IN	3204502		228.54	
				ACCOUNT TOTAL	346.44	*
8001		COPIER LEASE				
	500021	XEROX CORP.	011722579		172.62	
				ACCOUNT TOTAL	172.62	*
				MAJOR TOTAL	68,896.18	**
				FUND TOTAL	68,896.18	
				TOTAL DUE	3,209,632.53	

Approved at meeting of _____ on _____.

Signed _____ _____ _____
Title Date

_____ _____ _____
Title Date

_____ _____ _____
Title Date

JANUARY

AP375H WARREN COUNTY BOARD OF SU BEFORE CHECKS
1/14/2021 LISTING OF INVOICES FOR 1/19/2021 -- 1/21/2021 PAGE 1
FUND # - 094 **ECONOMIC DEVELOPMENT AUTHORITY**

MAJOR# ACCT# 000020	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
2345		N/P - 1ST BK & TRUST-#215				
	500008	THE FIRST BANK & TRUST COM	61 2151580			14,907.68
					ACCOUNT TOTAL	14,907.68 *
					MAJOR TOTAL	14,907.68 **
					FUND TOTAL	14,907.68

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT	
016090							
0001		COST RECOVERY FEES					
	999999	BANKERS LIFE & CASUALTY CO	BANKERS 1/21			20.57	
	999999	BANKERS LIFE AND CASUALTY	BANKERS 1/21 B			20.57	
					ACCOUNT TOTAL	41.14	*
					MAJOR TOTAL	41.14	**
					FUND TOTAL	41.14	

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
011010	** BOARD OF SUPERVISORS **					
3002		PROFESSIONAL SERVICES				
	6302	SWAGIT PRODUCTIONS, LLC	16561			1,345.00
	6302	SWAGIT PRODUCTIONS, LLC	16753			1,345.00
	9610	MCGRIFF INSURANCE SERVICES	20WARCGM 04990			3,750.00
	414645	DEWAYNE W. COATS & ASSOC.	414645 1/21			600.00
					ACCOUNT TOTAL	7,040.00 *
3007		ADVERTISING				
	169	WARREN SENTINEL, THE	1666603 1/21			564.00
					ACCOUNT TOTAL	564.00 *
3015		EDA LITIGATION-SANDS ANDE				
	5768	SUPERIOR DOCUMENT SERVICES	978747			9,984.77
	9600	COURIER ONE	35371			706.00
	9601	KLDISCOVERY ONTRACK, LLC	0100158271			10,166.20
	20211	SANDS ANDERSON PC	453266			113,966.75
					ACCOUNT TOTAL	134,823.72 *
5401		OFFICE SUPPLIES				
	7615	SCHENCK FOODS CO.	6750188			265.23
					ACCOUNT TOTAL	265.23 *
6002		EMPLOYEE TESTING				
	757978	VALLEY HEALTH EMPLOYER HEA	96227			20.00
	757978	VALLEY HEALTH EMPLOYER HEA	97022			20.00
	757978	VALLEY HEALTH EMPLOYER HEA	97410			100.00
					ACCOUNT TOTAL	140.00 *
					MAJOR TOTAL	142,832.95 **
012020	** COUNTY ADMINISTRATION **					
5203		TELEPHONE				
	2681	SAFFELLE, JODI R	0026202101			45.00
	9089	HAYES, SHELLEY	0090202101 002			45.00
					ACCOUNT TOTAL	90.00 *
5204		MOBILE RADIO				
	188	LINDEN SMR ASSOCIATES	0001202101			10.00
					ACCOUNT TOTAL	10.00 *
5408		OPERATION OF MOTOR VEHICL				
	5739	MANSFIELD OIL COMPANY	652461			24.93
	5739	MANSFIELD OIL COMPANY	655149			100.54
					ACCOUNT TOTAL	125.47 *
					MAJOR TOTAL	225.47 **
012040	** COUNTY ATTORNEY **					
3150		FILING AND SERVICE FEES				
	6193	RAY WACHTER - LEGAL BEAGLE	17217			125.00
					ACCOUNT TOTAL	125.00 *
5203		TELEPHONE				
	5879	JORDAN, CAITLIN	0058202101 002			45.00
					ACCOUNT TOTAL	45.00 *

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
5401		OFFICE SUPPLIES				
	20055	QUILL	12347719			96.03
	20055	QUILL	12370989			25.54
					ACCOUNT TOTAL	121.57 *
5411		BOOKS AND SUBSCRIPTIONS				
	2098	THOMSON REUTER - WEST	0020202101	ACCT# 1003461562		310.00
					ACCOUNT TOTAL	310.00 *
					MAJOR TOTAL	601.57 **
012090	** COMMISSIONER OF REVENUE **					
5203		TELEPHONE				
	2195	LAKE, VIVIAN	0021202101			45.00
	3800	SOURS, SHERRY T.	0038202101			45.00
	3851	FULLER, LINDA	0038202101			45.00
					ACCOUNT TOTAL	135.00 *
5401		OFFICE SUPPLIES				
	20061	QUILL	12629678			271.98
	20061	QUILL	12799601			35.98
	20904	BMS DIRECT, INC.	148013			1,354.02
					ACCOUNT TOTAL	1,661.98 *
					MAJOR TOTAL	1,796.98 **
012130	** TREASURER **					
3018		OUTSOURCE PRINTING				
	20904	BMS DIRECT, INC.	148283			1,265.90
					ACCOUNT TOTAL	1,265.90 *
5203		TELEPHONE				
	7601	SPIKER, JAMIE	0076202101 002			45.00
					ACCOUNT TOTAL	45.00 *
5401		OFFICE SUPPLIES				
	20062	QUILL	12841373			482.96
					ACCOUNT TOTAL	482.96 *
					MAJOR TOTAL	1,793.86 **
012150	** FINANCE AND PURCHASING **					
5401		OFFICE SUPPLIES				
	552	PICCADILLY PRINTING CO.	104711			279.79
	7001	RR DONNELLEY	220158278			543.82
	7001	RR DONNELLEY	256042323			13.09
					ACCOUNT TOTAL	836.70 *
8001		EQUIPMENT RENTAL				
	8846	PITNEY BOWES	0088202101 002	0012872291		1,900.56
					ACCOUNT TOTAL	1,900.56 *
					MAJOR TOTAL	2,737.26 **
013000	** ELECTIONS **					
5201		POSTAGE				
	2472	PITNEY BOWES	1016981173			64.59

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
	6309	PURCHASE POWER	2321 1/21			500.00
					ACCOUNT TOTAL	564.59 *
5401		OFFICE SUPPLIES				
	6375	BIGEYE DIRECT, INC.	106967			229.88
					ACCOUNT TOTAL	229.88 *
5504		TRAVEL				
	5895	KING, MARILYN G.	MILEAGE 1/21			74.75
					ACCOUNT TOTAL	74.75 *
5801		DUES AND MEMBERSHIPS				
	1331	VEBA	1331 1/21			180.00
					ACCOUNT TOTAL	180.00 *
					MAJOR TOTAL	1,049.22 **
021010	** CIRCUIT COURT **					
1011		COMPENSATION JURORS CIVIL				
	999999	RICHARD COYLE	COYLE 1/21			90.00
	999999	JOHN C. EZZELL	EZZELL 1/21			90.00
	999999	DANIE J. GAULT	GAULT 1/21			90.00
	999999	CATHERINE KURZENKNABE	KURZENKNABE			90.00
	999999	KATHLEEN M. OFFERMAN	OFFERMAN 1/21			30.00
	999999	RUTH A TURNER	TURNER 1/21			90.00
					ACCOUNT TOTAL	480.00 *
1013		COMPENSATION JURY COMMISS				
	999999	NANCY P ANDREWS	ANDREWS 1/21			30.00
	999999	GLEN CARL BAILEY	BAILEY 1/21			30.00
	999999	BARBARA H. BELL	BELL 1/21			30.00
					ACCOUNT TOTAL	90.00 *
5411		BOOKS & SUBSCRIPTIONS				
	9271	BLUE 360 MEDIA	200727 SF 01463			81.75
					ACCOUNT TOTAL	81.75 *
					MAJOR TOTAL	651.75 **
021020	** GENERAL DISTRICT COURT **					
5401		OFFICE SUPPLIES				
	8549	MILLER'S SUPPLIES	1119426			222.56
	9218	CRYSTAL SPRINGS	20078875 112820			15.01
	9218	CRYSTAL SPRINGS	20078875 122620			7.78
					ACCOUNT TOTAL	245.35 *
5411		BOOKS AND SUBSCRIPTIONS				
	9271	BLUE 360 MEDIA	200727 SF 01461			81.75
					ACCOUNT TOTAL	81.75 *
8001		RENTAL OF EQUIPMENT				
	3787	XEROX CORPORATION	012145526			63.40
	3787	XEROX CORPORATION	012145527			35.60
					ACCOUNT TOTAL	99.00 *
					MAJOR TOTAL	426.10 **

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
021030	** MAGISTRATES **					
3004		REPAIR AND MAINTENANCE EQ				
	5058	RICOH USA INC.	0050202101 002			128.78
					ACCOUNT TOTAL	128.78 *
					MAJOR TOTAL	128.78 **
021050	** JUVENILE AND DOMESTIC COURT **					
3004		REPAIR AND MAINTENANCE EQ				
	2310	ROPHO SALES, INC.	22240			16.65
					ACCOUNT TOTAL	16.65 *
5401		OFFICE SUPPLIES				
	8549	MILLER'S SUPPLIES	1121561			127.20
	9218	CRYSTAL SPRINGS	20082360 122620			12.53
					ACCOUNT TOTAL	139.73 *
8001		EQUIPMENT RENTAL				
	2804	DE LAGE LANDEN	0028202101	25337125		544.00
					ACCOUNT TOTAL	544.00 *
					MAJOR TOTAL	700.38 **
021060	** CLERK OF CIRCUIT COURT **					
3005		SERVICE CONTRACTS				
	2472	PITNEY BOWES	1017055975			161.48
	2472	PITNEY BOWES	3312471575			151.17
	5016	TRUE SHRED	119997			479.00
					ACCOUNT TOTAL	791.65 *
3007		ADVERTISING				
	5772	MOORE, ANGELA	REIMB 1/21			267.13
					ACCOUNT TOTAL	267.13 *
5401		OFFICE SUPPLIES				
	5772	MOORE, ANGELA	REIMB 1/21 B			35.76
	9218	CRYSTAL SPRINGS	20732804 121220			26.44
					ACCOUNT TOTAL	62.20 *
7001		MACHINERY AND EQUIPMENT				
	861	TREASURER OF VIRGINIA	21 WAEEMS 0586			2,537.07
	861	TREASURER OF VIRGINIA	21 WARPC 0475			8,401.00
	861	TREASURER OF VIRGINIA	21 WARPC 0477			1,944.00
					ACCOUNT TOTAL	12,882.07 *
8001		RENTAL OF COPIER				
	110	KONICA MINOLTA PREMIER FIN	70346042			349.91
	110	KONICA MINOLTA PREMIER FIN	70719699			351.68
	3787	XEROX CORPORATION	012145525			57.29
					ACCOUNT TOTAL	758.88 *
					MAJOR TOTAL	14,761.93 **
021080	** LAW LIBRARY **					
5411		BOOKS AND SUBSCRIPTIONS				
	1054	RELX INC.- DBA LEXISNEXIS	0010202101	422L8P4L9		765.00
					ACCOUNT TOTAL	765.00 *
					MAJOR TOTAL	765.00 **

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
031020	** SHERIFF'S DEPARTMENT **					
3008		LAUNDRY AND CLOTHING ALLO				
	2732	NU LOOK 1HR CLEANERS	3838			135.00
					ACCOUNT TOTAL	135.00 *
5201		POSTAGE				
	2297	POSTAL BUSINESS CENTER	15483 1/21			93.53
					ACCOUNT TOTAL	93.53 *
5401		OFFICE SUPPLIES				
	50	QUILL	12625267			63.59
	50	QUILL	12971091			294.41
	50	QUILL	13137847			7.58
					ACCOUNT TOTAL	365.58 *
5408		OPERATION OF MOTOR VEHICL				
	1666	NAPA AUTO PARTS	781481			329.98
	5869	MANSFILED OIL COMAPNY	652175			4,419.96
	5869	MANSFILED OIL COMAPNY	654886			4,867.98
					ACCOUNT TOTAL	9,617.92 *
5409		POLICE SUPPLIES AND AMMUN				
	7605	GALLS, LLC	017045126			1,222.75
	7605	GALLS, LLC	017088092			235.30
	7605	GALLS, LLC	017166944			577.98
					ACCOUNT TOTAL	2,036.03 *
5410		WEARING APPAREL				
	7605	GALLS, LLC	017029066			60.32
	7605	GALLS, LLC	017041242			126.70
	7605	GALLS, LLC	017130889			53.20
	7605	GALLS, LLC	017155553			126.70
	7605	GALLS, LLC	17041251			54.28
					ACCOUNT TOTAL	421.20 *
5420		K-9 EXPENSE				
	243	W.C. VETERINARY CLINIC	671245			301.52
	243	W.C. VETERINARY CLINIC	672232			43.26
	9143	JOHN DEERE FINANCIAL	0407			43.99
	9143	JOHN DEERE FINANCIAL	4884 1/21			25.99
	9143	JOHN DEERE FINANCIAL	9627			99.88
					ACCOUNT TOTAL	514.64 *
5806		ANTI-DRUG ACT EXPENSES				
	2485	NORTHWEST VA. REGIONAL DRU	4TH 1/21			2,840.50
					ACCOUNT TOTAL	2,840.50 *
5899		UNCLASSIFIED				
	263	RAMSEY HARDWARE	406653			47.52
	6278	TRANSUNION RISK & ALTERNAT	202012 1			100.00
	20395	MADDOX FUNERAL HOME, INC	A2010244			750.00
					ACCOUNT TOTAL	897.52 *
7005		MOTOR VEHICLES				
	707	MOTOROLA, INC.	16130860			2,552.03
					ACCOUNT TOTAL	2,552.03 *
7009		POLICE EQUIPMENT				
	7605	GALLS, LLC	017091515			599.71
					ACCOUNT TOTAL	599.71 *
					MAJOR TOTAL	20,073.66 **

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
031040	** E-911 SYSTEM **					
3010		EQUIPMENT SERVICE CONTRAC				
	5755	EPLUS TECHNOLOGY, INC	2411737			2,970.50
					ACCOUNT TOTAL	2,970.50 *
5203		TELEPHONE				
	5250	WOODALL, ASHLEY	0052202101 002			45.00
					ACCOUNT TOTAL	45.00 *
5410		WEARING APPAREL				
	2675	SIGNET MARKETING	52432			1,216.96
					ACCOUNT TOTAL	1,216.96 *
7008		COMMUNICATIONS SOFTWARE				
	1861	POWERPHONE, INC.	70349			6,187.50
	9177	RAVE WIRELESS, INC.	28754			14,700.00
					ACCOUNT TOTAL	20,887.50 *
					MAJOR TOTAL	25,119.96 **
032000	** VOLUNTEER FIRE AND RESCUE **					
5629		FIRE PROGRAMS FUND				
	4388	ATLANTIC EMERGENCY SOLUT.	10773			797,624.94
	4388	ATLANTIC EMERGENCY SOLUT.	10774			46,113.42
	6155	WINCHESTERPC.COM	115673			130.00
					ACCOUNT TOTAL	843,868.36 *
					MAJOR TOTAL	843,868.36 **
034010	** BUILDING INSPECTIONS **					
3002		COMPUTER PROGRAM MODIFICA				
	7504	TYLER TECHNOLOGIES, INC	025 317127			9,699.00
					ACCOUNT TOTAL	9,699.00 *
5205		CELLULAR PHONE				
	5558	BEAHM, DAVID	0055202101 002			45.00
	9524	ROBINSON, MARK	0095202101 002			45.00
					ACCOUNT TOTAL	90.00 *
5805		MIDDLE DEPARTMENT INSPECT				
	5135	MIDDLE DEPT. INSPECTION	PERMITS 1/21			4,031.00
					ACCOUNT TOTAL	4,031.00 *
					MAJOR TOTAL	13,820.00 **
035010	** ANIMAL CONTROL **					
3001		VET SERVICES				
	243	W.C. VETERINARY CLINIC	6354128B			99.71
	243	W.C. VETERINARY CLINIC	671334			175.00
	243	W.C. VETERINARY CLINIC	672162			191.00
	243	W.C. VETERINARY CLINIC	672686			544.35
	2261	VALLEY VETERINARY	614917			61.13
	2261	VALLEY VETERINARY	914916			61.13
					ACCOUNT TOTAL	1,132.32 *

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#		DESCRIPTION		AMOUNT
5604		BOARD OF DOGS					
	177	HUMANE SOCIETY OF W.C.	0001202101				26,656.75
						ACCOUNT TOTAL	26,656.75 *
5802		CLAIMS					
	4024	WOODARD, CHARLES	COYOTE 1/21				50.00
	5211	MARSHALL, STEVEN S.	COYOTE 1/21				50.00
	6307	PRESLEY, MATTHEW A.	COYOTE 1/21				50.00
	6544	MATHIS, MICHAEL	COYOTE 1/21				50.00
	6555	BOYD, DOUGLAS M.	COYOTE 1/21				100.00
	9602	WOLF, CODY	COYOTE 1/21				50.00
						ACCOUNT TOTAL	350.00 *
5899		UNCLASSIFIED					
	5377	SOUTHERN STATES OF F.R.	1227022				27.89
						ACCOUNT TOTAL	27.89 *
						MAJOR TOTAL	28,166.96 **
035030	**	MEDICAL EXAMINER **					
3009		EXAMINATION FEES					
	8745	TREASURER OF VIRGINIA	ERC VRDS				40.00
						ACCOUNT TOTAL	40.00 *
						MAJOR TOTAL	40.00 **
035050	**	FIRE AND RESCUE DEPARTMENT **					
5203		TELEPHONE					
	1630	MABIE, RICHARD E.	0016202101				45.00
	3827	CATLETT, KEVIN	0038202101				45.00
	3828	CROSS, RAYMOND	0038202101				45.00
	8587	SIRNA, MICKEY	0085202101	002			45.00
	9048	MAIATICO, GERRY R.	0090202101	002			45.00
						ACCOUNT TOTAL	225.00 *
5401		OFFICE SUPPLIES					
	9122	TIAA COMMERCIAL FINANCE	0091202101	002	41387720		411.52
	20060	QUILL	12474304				181.84
	20060	QUILL	12495812				46.77
	20060	QUILL	12697845				25.99
	20060	QUILL	12698799				38.99
	20060	QUILL	12701355				1.79
	20060	QUILL	12704299				8.07
	20060	QUILL	12716115				356.72
	20060	QUILL	12743172				20.59
	20060	QUILL	12778891				6.79
	20060	QUILL	12864701				37.99
	20060	QUILL	12918769				5.79
	20060	QUILL	13014120				103.50
						ACCOUNT TOTAL	1,246.35 *
5408		OPERATION OF MOTOR VEHICL					
	181	JACK EVANS CHEV. & CAD.	97473				110.90

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
	1666	NAPA AUTO PARTS	772403			50.33
	1666	NAPA AUTO PARTS	779910			317.20
	3822	AZ COMMERCIAL	2009248859			191.98
	3822	AZ COMMERCIAL	2009253621			10.22
	5674	FRONT ROYAL FORD LLC	76245			522.21
	9604	DANKO EMERGENCY EQUIPMENT	112387			228.94
	10115	DONALD B. RICE TIRE CO.	6098575			1,640.00
					ACCOUNT TOTAL	3,071.78 *
5410		PROTECTIVE CLOTHING/ UNIFO				
	4388	ATLANTIC EMERGENCY SOLUT.	10903			181.20
	8548	MES DEPOSITORY ACCOUNT	1526402			103.32
	8548	MES DEPOSITORY ACCOUNT	1527592			171.18
	8548	MES DEPOSITORY ACCOUNT	1528948			27.64
	8548	MES DEPOSITORY ACCOUNT	1531036			242.35
	8548	MES DEPOSITORY ACCOUNT	1532896			433.43
	8548	MES DEPOSITORY ACCOUNT	1532899			51.06
	8548	MES DEPOSITORY ACCOUNT	1534673			320.25
	9233	THE HIDE OUT/ ROYCESHIELDS	112020			375.00
	9233	THE HIDE OUT/ ROYCESHIELDS	12220			433.00
	9609	BONZANO, JAMES	REIMB 1/21			20.00
	20991	GEARCLEAN	20 310			313.09
	610000	MARYLAND FIRE EQUIP. CORP	303102			171.40
					ACCOUNT TOTAL	2,842.92 *
5626		EMS FUND				
	5669	PEDIATRIC EMERGENCY STANDA	3678			1,856.60
	5858	BOUND TREE MEDICAL LLC	83879716			614.70
	5858	BOUND TREE MEDICAL LLC	83883180			305.92
	5858	BOUND TREE MEDICAL LLC	83884967			109.88
	20564	ROBERTS OXYGEN CO., INC.	543219			112.47
	20564	ROBERTS OXYGEN CO., INC.	563035			192.44
	20564	ROBERTS OXYGEN CO., INC.	92762			158.73
					ACCOUNT TOTAL	3,350.74 *
5801		DUES AND MEMBERSHIPS				
	9175	NAFI	20168 1/21			55.00
					ACCOUNT TOTAL	55.00 *
5850		EMPLOYEE PHYSICALS				
	9603	SELMA MEDICAL ASSOCIATES,	147867 1/21			3,360.00
					ACCOUNT TOTAL	3,360.00 *
5899		UNCLASSIFIED				
	552	PICCADILLY PRINTING CO.	104808			54.50
					ACCOUNT TOTAL	54.50 *
					MAJOR TOTAL	14,206.29 **
041010	**PUBLIC WORKS/ SANITARY DISTRICTS**					
5203		TELEPHONE				
	4919	BERRY, MIKE	0049202101			45.00
	9267	JONES, TRAVIS	0092202101 002			45.00
					ACCOUNT TOTAL	90.00 *

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
5408		EQUIPMENT MAINTENANCE/ OPE				
	188	LINDEN SMR ASSOCIATES	0001202101			40.00
	263	RAMSEY HARDWARE	406890			104.02
	263	RAMSEY HARDWARE	407021			72.88
	1666	NAPA AUTO PARTS	781297			154.71
	5305	WARREN CO. PUBLIC SCHOOLS	28907			92.62
	5305	WARREN CO. PUBLIC SCHOOLS	28933			859.06
	5305	WARREN CO. PUBLIC SCHOOLS	28966			617.46
	5305	WARREN CO. PUBLIC SCHOOLS	28973			38.56
	5789	MANSFIELD OIL COMPANY	652341			148.01
	5789	MANSFIELD OIL COMPANY	655040			100.53
	9223	LEHIGH HANSON	3850877			623.91
	9605	SHIFFLETT, NORMAN	0104020003			240.00
					ACCOUNT TOTAL	3,091.76 *
5451		FUEL				
	2125	H. N. FUNKHOUSER & CO.	87441 1/21			399.71
					ACCOUNT TOTAL	399.71 *
7001		MACHINERY AND EQUIPMENT				
	9196	JOHN DEERE FINANCIAL	6758			581.96
					ACCOUNT TOTAL	581.96 *
					MAJOR TOTAL	4,163.43 **
041020	**	STREETS AND HIGHWAYS **				
1003		COMPENSATION PARTTIME HEL				
	5305	WARREN CO. PUBLIC SCHOOLS	S24			359.83
					ACCOUNT TOTAL	359.83 *
3004		ROAD SIGN MAINTENANCE				
	528	SHANNON-BAUM, INC.	0227861			170.00
					ACCOUNT TOTAL	170.00 *
					MAJOR TOTAL	529.83 **
042030	**	REFUSE COLLECTION **				
3005		COMPACTOR OPERATION CONTR				
	8556	SHREE MAHALAKSHMI LLC	0085202101 002			250.00
					ACCOUNT TOTAL	250.00 *
3011		REFUSE COMPACTOR SERVICE				
	898	REPUBLIC SERVICES #976	4606257 1/21			948.27
	898	REPUBLIC SERVICES #976	4606257 1/21 B			17,418.01
					ACCOUNT TOTAL	18,366.28 *
3012		RECYCLING EXPENSES				
	898	REPUBLIC SERVICES #976	4606257 1/21 B			24,905.19
	5882	SOUTHERN SCRAP	15504			706.00
	7957	RIDGERUNNER CONTAINER SER	105773			352.00
	7957	RIDGERUNNER CONTAINER SER	105784			244.00
	7957	RIDGERUNNER CONTAINER SER	105795			276.80
					ACCOUNT TOTAL	26,483.99 *
3016		HOUSEHOLD HAZARDOUS WASTE				
	3460	CLEAN HARBORS ENV. SERV.	1003543990			275.00
					ACCOUNT TOTAL	275.00 *

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
5408		OPERATION OF MOTOR VEHICL				
	4812	LENTZ, JAMES	MILEAGE 1/21			103.50
	5781	MANSFIELD OIL COMPANY	652220			48.71
	5781	MANSFIELD OIL COMPANY	654925			23.99
					ACCOUNT TOTAL	176.20 *
5410		UNIFORMS				
	3243	CINTAS CORPORATION	4068830562			69.24
	3243	CINTAS CORPORATION	4069522982			69.24
	3243	CINTAS CORPORATION	4070153177			69.24
	3243	CINTAS CORPORATION	4070882264			69.24
	3243	CINTAS CORPORATION	4071464301			69.24
					ACCOUNT TOTAL	346.20 *
5899		UNCLASSIFIED AND SITE IMP				
	9237	JOHNNY BLUE, INC. - #4391	203544			79.00
	9237	JOHNNY BLUE, INC. - #4391	203545			79.00
	9237	JOHNNY BLUE, INC. - #4391	203546			79.00
	20055	QUILL	12713886			116.97
					ACCOUNT TOTAL	353.97 *
8003		RENTAL OF SITES				
	8556	SHREE MAHALAKSHMI LLC	0085202101 002			250.00
					ACCOUNT TOTAL	250.00 *
					MAJOR TOTAL	46,501.64 **
042035	** REFUSE COLLECTION/TRANS. STA. **					
3011		REFUSE COMPACTOR SERVICE				
	898	REPUBLIC SERVICES #976	4606257 1/21 B			3,653.24
					ACCOUNT TOTAL	3,653.24 *
3012		RECYCLING EXPENSES				
	898	REPUBLIC SERVICES #976	4606257 1/21 B			1,716.01
	6152	VALICOR ENVIRONMENTAL SERV	109050			445.28
	20238	BATTLE CREEK LANDFILL	556 1/21			500.52
					ACCOUNT TOTAL	2,661.81 *
5408		OPERATION OF MOTOR VEHICL				
	743	STOKES GENERAL STORE	LF 1/21			89.98
	5797	MANSFIELD OIL COMPANY	652278			69.63
	5797	MANSFIELD OIL COMPANY	654979			146.87
					ACCOUNT TOTAL	306.48 *
5410		UNIFORMS				
	743	STOKES GENERAL STORE	LF 1/21 B			103.58
					ACCOUNT TOTAL	103.58 *
					MAJOR TOTAL	6,725.11 **
042040	** REFUSE DISPOSAL **					
3002		ENGINEERING SERVICES				
	400	LABELLA ASSOCIATES	132190			8,460.81
					ACCOUNT TOTAL	8,460.81 *
3013		HAULING AND DISPOSAL				
	898	REPUBLIC SERVICES #976	4720991 1/21			49,754.52

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
	20238	BATTLE CREEK LANDFILL	570 1/21			99,193.30
					ACCOUNT TOTAL	148,947.82 *
5203		TELEPHONE				
	4812	LENTZ, JAMES	0048202101			45.00
					ACCOUNT TOTAL	45.00 *
5401		OFFICE SUPPLIES				
	20055	QUILL	12929422			418.24
					ACCOUNT TOTAL	418.24 *
5407		LANDFILL MAINTENANCE/ STON				
	5620	MOYER, GARRETT	5620 1/21			3,300.00
					ACCOUNT TOTAL	3,300.00 *
5410		UNIFORMS				
	743	STOKES GENERAL STORE	JL 1/21			90.00
	743	STOKES GENERAL STORE	MF 1/21			103.50
					ACCOUNT TOTAL	193.50 *
5415		OPERATION OF MACHINERY				
	1666	NAPA AUTO PARTS	780233			60.75
	2125	H. N. FUNKHOUSER & CO.	87437 1/21			1,267.55
					ACCOUNT TOTAL	1,328.30 *
5899		UNCLASSIFIED				
	263	RAMSEY HARDWARE	406873			37.79
	410	TREASURER OF VA. - VDACS	340746 1/21			10.00
	410	TREASURER OF VA. - VDACS	340750 1/21			10.00
	410	TREASURER OF VA. - VDACS	394240 1/21			10.00
	410	TREASURER OF VA. - VDACS	467684 1/21			10.00
	1666	NAPA AUTO PARTS	780234			8.07
	5140	BLUETARP CREDIT SERVICES	46680285			649.99
	9218	CRYSTAL SPRINGS	16375631 122920			26.83
	20055	QUILL	12714224			55.57
					ACCOUNT TOTAL	818.25 *
7001		MACHINERY AND EQUIPMENT				
	5784	DEERE CREDIT, INC	0057202101 002			3,762.34
					ACCOUNT TOTAL	3,762.34 *
					MAJOR TOTAL	167,274.26 **
043000	** MAINTENANCE OF BLDG. & GRNDS. **					
5101		ELECTRIC SERVICE				
	105	TOWN OF FRONT ROYAL	179112 1/21			5,837.56
	105	TOWN OF FRONT ROYAL	334000 1/21			83.88
	105	TOWN OF FRONT ROYAL	548000 1/21			225.35
	105	TOWN OF FRONT ROYAL	559000 1/21			26.66
	105	TOWN OF FRONT ROYAL	560100 1/21			25.30
	105	TOWN OF FRONT ROYAL	561000 1/21			138.43
	105	TOWN OF FRONT ROYAL	562000 1/21			147.16
	105	TOWN OF FRONT ROYAL	563000 1/21			157.25
	105	TOWN OF FRONT ROYAL	565000 1/21			129.80
	105	TOWN OF FRONT ROYAL	581001 1/21			3,051.80
	105	TOWN OF FRONT ROYAL	724000 1/21			26.39

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
	105	TOWN OF FRONT ROYAL	725000 1/21			8.50
	105	TOWN OF FRONT ROYAL	726000 1/21			8.50
	105	TOWN OF FRONT ROYAL	727000 1/21			9.69
	105	TOWN OF FRONT ROYAL	735000 1/21			785.12
	105	TOWN OF FRONT ROYAL	736000 1/21			2,906.10
	105	TOWN OF FRONT ROYAL	740000 1/21			226.72
					ACCOUNT TOTAL	13,794.21 *
5102		FUEL				
	4737	QUARLES ENERGY SERVICES	17408			612.32
	4737	QUARLES ENERGY SERVICES	17409			1,342.46
	4737	QUARLES ENERGY SERVICES	22053			9.77
	4737	QUARLES ENERGY SERVICES	562967			622.16
	4737	QUARLES ENERGY SERVICES	575565			793.72
	4738	QUARLES ENERGY SERVICES	554710			1,101.01
	4739	QUARLES ENERGY SERVICES	29076			2,295.79
	4739	QUARLES ENERGY SERVICES	558731			671.52
					ACCOUNT TOTAL	7,448.75 *
5103		WATER SEWER GARBAGE				
	105	TOWN OF FRONT ROYAL	179111 1/21			1,289.34
	105	TOWN OF FRONT ROYAL	334000 1/21			99.97
	105	TOWN OF FRONT ROYAL	548000 1/21			75.50
	105	TOWN OF FRONT ROYAL	549000 1/21			33.53
	105	TOWN OF FRONT ROYAL	560000 1/21			83.94
	105	TOWN OF FRONT ROYAL	560100 1/21			14.10
	105	TOWN OF FRONT ROYAL	565000 1/21			40.76
	105	TOWN OF FRONT ROYAL	581001 1/21			577.49
	105	TOWN OF FRONT ROYAL	583000 1/21			79.35
	105	TOWN OF FRONT ROYAL	724000 1/21			26.66
	105	TOWN OF FRONT ROYAL	735000 1/21			461.29
	105	TOWN OF FRONT ROYAL	735100 1/21			81.97
	105	TOWN OF FRONT ROYAL	735111 1/21			9.92
	105	TOWN OF FRONT ROYAL	736000 1/21			282.71
	105	TOWN OF FRONT ROYAL	740000 1/21			161.29
					ACCOUNT TOTAL	3,317.82 *
5203		TELEPHONE				
	4321	ROSSER, BRANDY	0043202101			45.00
	5379	KERNS, JAMES W	0053202101	002		45.00
	8013	HAYES, JEFFREY	0080202101	002		30.00
	8803	SHACKELFORD, DONNA	0088202101	002		45.00
					ACCOUNT TOTAL	165.00 *
5405		SUPPLIES				
	2110	LOWE'S	17563			37.99-
	2110	LOWE'S	18922			379.06-
	2110	LOWE'S	3678 1/21			55.95
	2110	LOWE'S	3751 1/21			11.31
	8549	MILLER'S SUPPLIES	1118522			208.57
					ACCOUNT TOTAL	141.22-*
5407		REPAIRS AND MAINTENANCE				
	263	RAMSEY HARDWARE	406607			35.07

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
	263	RAMSEY HARDWARE	406611		6.36
	263	RAMSEY HARDWARE	406634		28.79
	263	RAMSEY HARDWARE	406654		5.92-
	263	RAMSEY HARDWARE	406655		10.01-
	263	RAMSEY HARDWARE	406698		19.31
	263	RAMSEY HARDWARE	406707		11.69
	263	RAMSEY HARDWARE	406796		30.09
	263	RAMSEY HARDWARE	406859		56.62
	263	RAMSEY HARDWARE	406865		14.38
	263	RAMSEY HARDWARE	406946		18.15
	263	RAMSEY HARDWARE	406965		21.58
	263	RAMSEY HARDWARE	406973		23.38
	263	RAMSEY HARDWARE	407019		59.37
	263	RAMSEY HARDWARE	407065		10.33
	263	RAMSEY HARDWARE	407100		7.16
	263	RAMSEY HARDWARE	407139		44.66
	263	RAMSEY HARDWARE	407148		3.14
	548	SHERWIN-WILLIAMS	5837 8		49.72
	958	BEST EXTERMINATING SERV.	51126		15.00
	958	BEST EXTERMINATING SERV.	51128		10.00
	958	BEST EXTERMINATING SERV.	51129		10.00
	958	BEST EXTERMINATING SERV.	51130		15.00
	958	BEST EXTERMINATING SERV.	51131		15.00
	958	BEST EXTERMINATING SERV.	51132		29.00
	958	BEST EXTERMINATING SERV.	51133		25.00
	958	BEST EXTERMINATING SERV.	51134		32.00
	958	BEST EXTERMINATING SERV.	51236		10.00
	958	BEST EXTERMINATING SERV.	51237		10.00
	958	BEST EXTERMINATING SERV.	51238		15.00
	958	BEST EXTERMINATING SERV.	51245		25.00
	2110	LOWE'S	1184 1/21		21.36
	2110	LOWE'S	1403 1/21		53.06
	2110	LOWE'S	1479 1/21		15.05
	2110	LOWE'S	1641 1/21		147.25
	2110	LOWE'S	1650 1/20		21.84
	2110	LOWE'S	1675 1/21		31.72
	2110	LOWE'S	17442		42.23-
	2110	LOWE'S	1918 1/21		21.25
	2110	LOWE'S	2189 1/21		20.89
	2110	LOWE'S	2661 1/21		158.05
	2110	LOWE'S	2686 1/21		5.40
	2110	LOWE'S	3475 1/21		18.99
	2110	LOWE'S	3646 1/21		36.38
	2568	UNIFIRST CORPORATION	13240118		166.29
	2568	UNIFIRST CORPORATION	1337663		153.72
	2568	UNIFIRST CORPORATION	1338892		153.72
	2568	UNIFIRST CORPORATION	1338893		197.59
	2568	UNIFIRST CORPORATION	1341339		153.72
	2568	UNIFIRST CORPORATION	1342562		153.72

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
	3278	DODSON PEST CONTROL	0032202101	923503		35.00
	4200	NORTHEASTERN SUPPLY INC.	2895022			2.50
	5156	UNIFIRST CORP.	13389860			276.06
	6183	BEST EXTERMINATING SERV.	50531			35.00
	6233	UNIFIRST CORP.	1339132			62.66
	6233	UNIFIRST CORP.	1341577			62.66
	7017	WINCHESTER RESTAURANT	31607			32.00
	7575	APV	983100			72.49
	8022	REXEL	129413490001			96.48
	8022	REXEL	129474209001			312.00
	8549	MILLER'S SUPPLIES	081877			142.20-
	9244	BEST EXTERMINATING SERV.	51127			130.00
					ACCOUNT TOTAL	3,097.29 *
5408		OPERATION OF MOTOR VEHICL				
	5305	WARREN CO. PUBLIC SCHOOLS	28926			268.60
	5305	WARREN CO. PUBLIC SCHOOLS	28951			638.67
	5305	WARREN CO. PUBLIC SCHOOLS	28979			375.08
	5517	MANSFIELD OIL COMPANY	652350			249.68
					ACCOUNT TOTAL	1,532.03 *
5897		COVID-19 EXPENSES				
	2110	LOWE'S	0875 1/21			43.51
	2110	LOWE'S	3646 1/21			91.78
	7016	SELECT SPECIALTY PRODUCTS	52417			2,443.00
	7977	GENERAL SALES OF VA, INC.	202012 00622			1,028.35
	7977	GENERAL SALES OF VA, INC.	202012 00905			442.00
	7977	GENERAL SALES OF VA, INC.	20212 00620			2,000.00
	7977	GENERAL SALES OF VA, INC.	202120 00621			1,000.00
	8549	MILLER'S SUPPLIES	1116831			1,022.43
	8549	MILLER'S SUPPLIES	1118522			497.50
	8549	MILLER'S SUPPLIES	1118914			596.00
	8549	MILLER'S SUPPLIES	1120171			1,824.00
					ACCOUNT TOTAL	10,988.57 *
5899		UNCLASSIFIED				
	9196	JOHN DEERE FINANCIAL	8681			200.98
					ACCOUNT TOTAL	200.98 *
7013		HVAC REPLACEMENT PROJECTS				
	428	W.C. PUBLIC SCHOOLS	2020 21 01			37,819.29
					ACCOUNT TOTAL	37,819.29 *
7014		FIRE PROTECTION				
	3174	JOHNSON CONTROLS FIRE	22008476			785.25
	3174	JOHNSON CONTROLS FIRE	22008692			926.00
	3174	JOHNSON CONTROLS FIRE	87340771			969.00
					ACCOUNT TOTAL	2,680.25 *
					MAJOR TOTAL	80,902.97 **
052000	**	MENTAL HEALTH AND DISABILITY **				
5604		BLUE RIDGE OPPORTUNITIES				
	766	BLUE RIDGE OPPORTUNITIES	766 1/21			15,000.00
					ACCOUNT TOTAL	15,000.00 *
					MAJOR TOTAL	15,000.00 **

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
053500	** CHILDREN'S SERVICES ACT **				
5301		CHILDREN'S SERVICES ACT			
	2368	GRAFTON SCHOOL, INC.	20201111175		5,129.50
	2368	GRAFTON SCHOOL, INC.	2020114567925		5,064.50
	2368	GRAFTON SCHOOL, INC.	2020116737		9,175.00
	2379	CHILDREN'S SERVICES OF VA	48491		3,255.00
	2379	CHILDREN'S SERVICES OF VA	48504		2,325.00
	2379	CHILDREN'S SERVICES OF VA	48529		750.00
	2431	CHILD CARE & LEARNING CTR	7077		881.00
	2601	INTERCEPT YOUTH SERVICES,	116125 122001		4,049.22
	2601	INTERCEPT YOUTH SERVICES,	116502 122001		5,961.22
	2618	NORTHWESTERN COMMUNITY	107		7,000.00
	2702	UNITED METHODIST FAMILY	103511 0		7,049.68
	2702	UNITED METHODIST FAMILY	103511 1		5,058.46
	2702	UNITED METHODIST FAMILY	103511 11		4,583.06
	2702	UNITED METHODIST FAMILY	103511 12		5,058.46
	2702	UNITED METHODIST FAMILY	103511 2		4,462.90
	2702	UNITED METHODIST FAMILY	103511 3		5,928.12
	2702	UNITED METHODIST FAMILY	103511 4		499.67
	2702	UNITED METHODIST FAMILY	103511 5		3,793.47
	2702	UNITED METHODIST FAMILY	103511 6		5,928.12
	2702	UNITED METHODIST FAMILY	103511 7		146.96
	2702	UNITED METHODIST FAMILY	103511 8		5,928.12
	2702	UNITED METHODIST FAMILY	103511 9		1,922.48
	2702	UNITED METHODIST FAMILY	103784 1		4,368.67
	2702	UNITED METHODIST FAMILY	103784 10		6,088.36
	2702	UNITED METHODIST FAMILY	103784 11		2,454.60
	2702	UNITED METHODIST FAMILY	103784 12		6,088.36
	2702	UNITED METHODIST FAMILY	103784 13		4,368.67
	2702	UNITED METHODIST FAMILY	103784 2		3,793.47
	2702	UNITED METHODIST FAMILY	103784 3		5,119.74
	2702	UNITED METHODIST FAMILY	103784 4		499.67
	2702	UNITED METHODIST FAMILY	103784 5		5,119.74
	2702	UNITED METHODIST FAMILY	103784 6		146.96
	2702	UNITED METHODIST FAMILY	103784 7		892.58
	2702	UNITED METHODIST FAMILY	103784 8		1,562.02
	2702	UNITED METHODIST FAMILY	103784 9		5,119.74
	3194	VA. HOME FOR BOYS & GIRLS	7444		2,232.00
	3194	VA. HOME FOR BOYS & GIRLS	7447		5,983.00
	3194	VA. HOME FOR BOYS & GIRLS	7448		2,232.00
	3258	MATTHEWS CENTER FOR	147477		4,701.00
	3258	MATTHEWS CENTER FOR	147478		4,669.00
	3413	BLUE RIDGE EDUCATIONAL CN	384		17,321.50
	5704	DEPAUL COMMUNITY RESOURCE	0023283		130.85
	5704	DEPAUL COMMUNITY RESOURCE	0023284		195.15
	5704	DEPAUL COMMUNITY RESOURCE	0023285		255.72
	5704	DEPAUL COMMUNITY RESOURCE	0023286		61.72
	5704	DEPAUL COMMUNITY RESOURCE	0023287		219.56

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
	5704	DEPAUL COMMUNITY RESOURCE	0282846			6,230.00
	6257	CHILDREN'S HOME SOCIETY	CLOTHING 1/21			35.78
	6257	CHILDREN'S HOME SOCIETY	7			3,925.00
	6310	APTS	2056296			6,898.72
	8652	CCFS	881342			210.00
	9607	IMPACT LIVING SERVICES	11747 122021			2,182.07
	9607	IMPACT LIVING SERVICES	11747 988C			2,000.00
					ACCOUNT TOTAL	199,055.59 *
5899		UNCLASSIFIED				
	6615	AMANKRAH, JESSICA	0066202101 002			45.00
					ACCOUNT TOTAL	45.00 *
					MAJOR TOTAL	199,100.59 **
064010	** COMMUNITY COLLEGE **					
5604		LORD FAIRFAX COMMUNITY CO				30,000.00
	8790	LFCC	CARES SCHOLAR			
					ACCOUNT TOTAL	30,000.00 *
					MAJOR TOTAL	30,000.00 **
071010	** PARKS & REC. ADMINISTRATION **					
3005		MAINTENANCE SERVICE CONTR				
	3787	XEROX CORPORATION	012080325			412.47
					ACCOUNT TOTAL	412.47 *
3007		ADVERTISING				
	8713	W.C. COMMUNITY HEALTH	911			600.00
					ACCOUNT TOTAL	600.00 *
5203		TELEPHONE				
	188	LINDEN SMR ASSOCIATES	0001202101			290.00
	2677	LENZ, DANIEL P	0026202101			45.00
	2712	RICHARDSON, ROBIN A	0027202101			45.00
	5041	WALKER, TIFFANY	0050202101			45.00
	9518	WALKER, RACHAEL E.	0095202101 002			45.00
	20908	MUNSON, ALAN	0209202101 002			30.00
					ACCOUNT TOTAL	500.00 *
5401		OFFICE SUPPLIES				
	20056	QUILL	13140990			77.87
	20056	QUILL	13209479			92.86
	20056	QUILL	133335391			109.78
	20056	QUILL	13340267			99.08
					ACCOUNT TOTAL	379.59 *
5402		FOOD				
	20981	KRESGE, BRAD	REIMB 1/21			54.84
					ACCOUNT TOTAL	54.84 *
5403		BEVERAGES				
	2110	LOWE'S	1828 1/21			37.80
	9218	CRYSTAL SPRINGS	16379177 122920			27.93
	20981	KRESGE, BRAD	REIMB 1/21			20.97
					ACCOUNT TOTAL	86.70 *

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
5801		DUES AND MEMBERSHIPS				
	2844	NATIONAL RECREATION &	120874 1/21			675.00
					ACCOUNT TOTAL	675.00 *
					MAJOR TOTAL	2,708.60 **
071020	** PARKS & REC. - REC. PROGRAM **					
5449		NEW PROGRAMS				
	263	RAMSEY HARDWARE	406687			12.59
					ACCOUNT TOTAL	12.59 *
					MAJOR TOTAL	12.59 **
071030	** PARKS & REC. MAINTENANCE **					
3005		SERVICE CONTRACTS & CLEAN				
	898	REPUBLIC SERVICES #976	510262 4771580			467.41
	898	REPUBLIC SERVICES #976	511772 4771580			429.98
	5127	DLL FINANCE LLC.	0051202101 002	101-0447511-000		463.30
	6216	L & B PORTABLES LLC	1783			1,632.00
					ACCOUNT TOTAL	2,992.69 *
3023		SAFETY PROGRAM				
	743	STOKES GENERAL STORE	BK 1/21			120.00
	746	CRIM'S TRAILER SALES INC.	45323			110.00
	4757	H.M.S. FIRE EXTINGUISHERS	24756			361.50
					ACCOUNT TOTAL	591.50 *
5101		ELECTRIC SERVICE				
	105	TOWN OF FRONT ROYAL	153000 1/21			1,543.75
	105	TOWN OF FRONT ROYAL	270101 1/21			222.45
	105	TOWN OF FRONT ROYAL	595050 1/21			26.66
	105	TOWN OF FRONT ROYAL	595075 1/21			586.16
	105	TOWN OF FRONT ROYAL	595077 1/21			20.14
	105	TOWN OF FRONT ROYAL	595101 1/21			683.82
	105	TOWN OF FRONT ROYAL	612050 1/21			16.31
	105	TOWN OF FRONT ROYAL	613100 1/21			33.59
	105	TOWN OF FRONT ROYAL	613101 1/21			81.97
	105	TOWN OF FRONT ROYAL	687200 1/21			99.21
	105	TOWN OF FRONT ROYAL	687205 1/21			26.66
	105	TOWN OF FRONT ROYAL	687210 1/21			9.92
	105	TOWN OF FRONT ROYAL	733006 1/21			536.68
	105	TOWN OF FRONT ROYAL	773100 1/21			495.04
	105	TOWN OF FRONT ROYAL	773101 1/21			20.00
	105	TOWN OF FRONT ROYAL	773102 1/21			109.48
	105	TOWN OF FRONT ROYAL	773102A 1/21			65.23
	105	TOWN OF FRONT ROYAL	773103 1/21			580.30
	105	TOWN OF FRONT ROYAL	773104 1/21			1,796.34
	105	TOWN OF FRONT ROYAL	773106 1/21			8.50
	105	TOWN OF FRONT ROYAL	773109 1/21			20.41
	105	TOWN OF FRONT ROYAL	773110 1/21			21.36
	105	TOWN OF FRONT ROYAL	773111 1/21			20.00

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
	105	TOWN OF FRONT ROYAL	773112 1/21			20.00
	105	TOWN OF FRONT ROYAL	773114 1/21			20.00
	105	TOWN OF FRONT ROYAL	773115 1/21			192.55
	105	TOWN OF FRONT ROYAL	773116 1/21			26.66
	105	TOWN OF FRONT ROYAL	773117 1/21			20.00
	105	TOWN OF FRONT ROYAL	773118 1/21			20.00
	105	TOWN OF FRONT ROYAL	773119 1/21			206.97
	105	TOWN OF FRONT ROYAL	773120 1/21			69.51
	105	TOWN OF FRONT ROYAL	773121 1/21			21.77
	105	TOWN OF FRONT ROYAL	773122 1/21			179.88
	105	TOWN OF FRONT ROYAL	773123 1/21			20.00
	105	TOWN OF FRONT ROYAL	773125 1/21			20.00
	105	TOWN OF FRONT ROYAL	773126 1/21			8.93
	105	TOWN OF FRONT ROYAL	773129 1/21			81.97
	105	TOWN OF FRONT ROYAL	773130 1/21			20.00
	105	TOWN OF FRONT ROYAL	773131 1/21			10.34
					ACCOUNT TOTAL	7,962.56 *
5402		AUTO MAINTENANCE				
	1666	NAPA AUTO PARTS	781161			9.75
					ACCOUNT TOTAL	9.75 *
5406		CHEMICALS				
	2110	LOWE'S	2439 1/21			79.72
					ACCOUNT TOTAL	79.72 *
5407		REPAIRS AND MAINTENANCE				
	263	RAMSEY HARDWARE	406863			7.72
	263	RAMSEY HARDWARE	406882			4.31
	263	RAMSEY HARDWARE	406905			23.36
	263	RAMSEY HARDWARE	407023			3.58
	263	RAMSEY HARDWARE	407060			16.19
	263	RAMSEY HARDWARE	407067			1.49
	1666	NAPA AUTO PARTS	769924			2.80
	1666	NAPA AUTO PARTS	781284			201.95
	1666	NAPA AUTO PARTS	781302			11.97
	1666	NAPA AUTO PARTS	781363			7.54
	1666	NAPA AUTO PARTS	781442			49.61
	1666	NAPA AUTO PARTS	781794			37.11
	1666	NAPA AUTO PARTS	782238			27.70
	1724	SHARE CORP.	155313			240.65
	2110	LOWE'S	1424 1/21			36.09
	2110	LOWE'S	1552 1/21			66.46
	2110	LOWE'S	1600 1/21			105.72
	2110	LOWE'S	1795 1/21			167.39
	2110	LOWE'S	2439 1/21			3.79
	2110	LOWE'S	2905 1/21			18.44
	2110	LOWE'S	9233 1/21			32.40
	3219	NOAH TURNER LANDSCAPING	8665			355.00
	3952	WINCHESTER EQUIPMENT CO.	02406			42.30
	4368	SOSMETAL PRODUCTS INC.	1425964			656.19
	7093	SOUTHERN STATES OF F.R.	1222232			37.11

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
	7093	SOUTHERN STATES OF F.R.	1222973			13.74
	7093	SOUTHERN STATES OF F.R.	1226404			77.94
	7093	SOUTHERN STATES OF F.R.	1226457			103.92
					ACCOUNT TOTAL	2,352.47 *
5408		OPERATION OF MOTOR VEHICL				
	2125	H. N. FUNKHOUSER & CO.	87432 1/21			142.01
	4737	QUARLES ENERGY SERVICES	13738			325.51
	4737	QUARLES ENERGY SERVICES	41339			34.97
	4737	QUARLES ENERGY SERVICES	557318			448.98
	4737	QUARLES ENERGY SERVICES	568345			736.31
	4737	QUARLES ENERGY SERVICES	91854			141.40
	5853	MANSFIELD OIL COMPANY	652189			482.01
	5853	MANSFIELD OIL COMPANY	654897			753.92
					ACCOUNT TOTAL	3,065.11 *
5410		UNIFORMS & WEARING APPARE				
	2675	SIGNET MARKETING	52919			787.94
	9196	JOHN DEERE FINANCIAL	5135			49.95
					ACCOUNT TOTAL	837.89 *
5413		OPERATING SUPPLIES				
	6329	WALMART	6329 1/21			300.00
					ACCOUNT TOTAL	300.00 *
5420		SMALL TOOLS				
	263	RAMSEY HARDWARE	407067			8.98
	2110	LOWE'S	1794 1/21			54.14
	9196	JOHN DEERE FINANCIAL	1553			46.98
					ACCOUNT TOTAL	110.10 *
7001		MACHINERY AND EQUIPMENT				
	3952	WINCHESTER EQUIPMENT CO.	03242			2,879.20
					ACCOUNT TOTAL	2,879.20 *
					MAJOR TOTAL	21,180.99 **
073000	**	LIBRARY MUSEUM CULT. ENRICH. **				
6001		LIBRARY OPERATIONS				
	265	SAMUELS PUBLIC LIBRARY	265 1/21			250,771.75
					ACCOUNT TOTAL	250,771.75 *
					MAJOR TOTAL	250,771.75 **
081010	**	PLANNING AND ZONING ADMIN. **				
5205		CELLULAR PHONE				
	3107	LOGAN, TARYN G.	0031202101			45.00
					ACCOUNT TOTAL	45.00 *
5401		OFFICE SUPPLIES				
	4282	QUILL	12333792			315.60
	4282	QUILL	12346861			221.23
	4282	QUILL	12366920			14.73
					ACCOUNT TOTAL	551.56 *
5408		OPERATION OF MOTOR VEHICL				
	5792	MANSFIELD OIL COMPANY	641371			18.40
					ACCOUNT TOTAL	18.40 *
					MAJOR TOTAL	614.96 **

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
083000	** VPI EXTENSION SERVICE **					
5413		SUPPLIES				
	20074	QUILL	12869344			27.42
	20074	QUILL	12886581			92.88
	20074	QUILL	12911241			33.63
					ACCOUNT TOTAL	153.93 *
5801		DUES AND MEMBERSHIPS				
	4962	VESA	SWAIN 1/21			90.00
					ACCOUNT TOTAL	90.00 *
					MAJOR TOTAL	243.93 **
091000	** NON-DEPARTMENTAL **					
3010		MAINTENANCE - CENTRAL COM				
	906	ROYAL OAK COMPUTERS	29721409			258.00
	5058	RICOH USA INC.	0050202101	17776798		572.50
					ACCOUNT TOTAL	830.50 *
					MAJOR TOTAL	830.50 **
092000	** CAPITAL OUTLAY **					
7018		ECONOMIC DEVELOPMENT				
	1521	FRONT ROYAL WARREN COUNTY	BAUGH 1/21			22,450.41
					ACCOUNT TOTAL	22,450.41 *
7042		RIVERMONT VFD				
	548	SHERWIN-WILLIAMS	5782 6			1,140.00
	2110	LOWE'S	0020 1/21			26.09
	2110	LOWE'S	1484 1/21			217.55
	2110	LOWE'S	17507 1/21			255.55-
	2110	LOWE'S	3594 1/21			956.48
	2110	LOWE'S	9237 1/21			255.55
	5097	HON COMPANY	1208407			15,404.16
	6050	HOLTZMAN PROPANE	1115319			1,131.78
	6050	HOLTZMAN PROPANE	1115478			3,475.90
	6050	HOLTZMAN PROPANE	3010689			1,641.60
	7112	RACEY ENGINEERING, PLLC	9917			1,018.00
	8833	MOSELEY ARCHITECTS	572505 21			7,500.00
					ACCOUNT TOTAL	32,511.56 *
7058		PURCHASE OF SECOND STREET				
	6044	LILLIAN SEALOCK FOX	0060202101 002	20A8		1,967.76
					ACCOUNT TOTAL	1,967.76 *
7091		VPSA - SCHOOL BONDS				
	8921	U.S. BANK	5950288			770.00
	8921	U.S. BANK	5950305			770.00
					ACCOUNT TOTAL	1,540.00 *
7094		VEHICLES & EQUIPMENT				
	6612	FRONT ROYAL GMC	015849			14,623.19
					ACCOUNT TOTAL	14,623.19 *
					MAJOR TOTAL	73,092.92 **
					FUND TOTAL	2,013,420.55

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
062050						
0001		HEALTH CARE EXPENDITURES				
	20767	PROBENEFITS, INC	0207202101 002	1994A		426.00
					ACCOUNT TOTAL	426.00 *
					MAJOR TOTAL	426.00 **
					FUND TOTAL	426.00

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT	
032050	***LINDEN HEIGHTS SANT. DISTRICT***						
1001		COMPENSATION-MANAGER					
	9566	W.C. PUBLIC WORKS DEPT.	LH26			30.01	
	9566	W.C. PUBLIC WORKS DEPT.	LH27			40.47	
					ACCOUNT TOTAL	70.48	*
3005		CONTRACT SERVICES					
	5871	LINDEN HEIGHTS SANITARY DI	2ND 1/21			500.00	
					ACCOUNT TOTAL	500.00	*
5443		MAINTENANCE-LABOR					
	9566	W.C. PUBLIC WORKS DEPT.	LH26			64.40	
	9566	W.C. PUBLIC WORKS DEPT.	LH27			941.60	
					ACCOUNT TOTAL	1,006.00	*
5445		SNOW REMOVAL					
	9566	W.C. PUBLIC WORKS DEPT.	LH27			375.86	
					ACCOUNT TOTAL	375.86	*
					MAJOR TOTAL	1,952.34	**
					FUND TOTAL	1,952.34	

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
043050	** SHENANDOAH FARMS SAN. DIST. **					
1001		COMPENSATION - MANAGER				
	9566	W.C. PUBLIC WORKS DEPT.	SF27			415.19
	9566	W.C. PUBLIC WORKS DEPT.	SF28			607.09
					ACCOUNT TOTAL	1,022.28 *
3005		CONTRACT SERVICES				
	3779	SHENANDOAH FARMS PROPERTY	3RD 1/21			22,091.75
					ACCOUNT TOTAL	22,091.75 *
5203		TELEPHONE/INTERNET				
	188	LINDEN SMR ASSOCIATES	0001202101			50.00
	5444	LENTZ, TIMOTHY	0054202101 002			45.00
					ACCOUNT TOTAL	95.00 *
5407		FACILITY REPAIRS & MAINTE				
	2110	LOWE'S	2691 1/21			202.04
	5305	WARREN CO. PUBLIC SCHOOLS	28965			1,932.72
					ACCOUNT TOTAL	2,134.76 *
5408		EQUIPMENT MAINTENANCE/OPE				
	263	RAMSEY HARDWARE	406876			11.37
	1666	NAPA AUTO PARTS	780419			76.40
	1666	NAPA AUTO PARTS	781069			235.14
	1666	NAPA AUTO PARTS	781136			16.74
	1666	NAPA AUTO PARTS	781200			173.79
	1666	NAPA AUTO PARTS	781471			52.77
	1666	NAPA AUTO PARTS	782274			66.09
	2110	LOWE'S	1280 1/21			71.17
	2110	LOWE'S	1850 1/21			77.95
	9196	JOHN DEERE FINANCIAL	2657			1.38
	9196	JOHN DEERE FINANCIAL	5918			53.45
					ACCOUNT TOTAL	836.25 *
5410		UNIFORMS/SAFETY SHOES				
	743	STOKES GENERAL STORE	TL 1/21			120.00
	743	STOKES GENERAL STORE	TL 1/21 B			119.70
					ACCOUNT TOTAL	239.70 *
5442		MAINTENANCE - STONE				
	4211	B & B EXCAVATING	1711			350.00
	9223	LEHIGH HANSON	3850877			1,280.10
	9223	LEHIGH HANSON	3850878			377.64
	9223	LEHIGH HANSON	3852753			399.60
	9223	LEHIGH HANSON	3858849			1,173.40
					ACCOUNT TOTAL	3,580.74 *
5443		MAINTENANCE - LABOR				
	9566	W.C. PUBLIC WORKS DEPT.	SF27			4,938.75
	9566	W.C. PUBLIC WORKS DEPT.	SF28			5,307.77
					ACCOUNT TOTAL	10,246.52 *
5445		SNOW REMOVAL				
	8657	SHADE EQUIPMENT CO.	276770			254.75
	8657	SHADE EQUIPMENT CO.	276834			41.70
	9566	W.C. PUBLIC WORKS DEPT.	SF28			5,018.56
					ACCOUNT TOTAL	5,315.01 *

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT	
5451		FUEL					
	4763	VALLEY ENERGY	5391			703.02	
	4763	VALLEY ENERGY	5517			898.04	
	5867	MANSFIELD OIL COMPANY	652465			35.93	
	5867	MANSFIELD OIL COMPANY	655153			98.41	
					ACCOUNT TOTAL	1,735.40	*
7001		MACHINERY & EQUIPMENT					
	9196	JOHN DEERE FINANCIAL	6758			226.93	
					ACCOUNT TOTAL	226.93	*
7057		VML LOAN - PRINCIPAL					
	30004	VML/VACO FINANCE PROGRAM	788742002 1/21			222.14	
					ACCOUNT TOTAL	222.14	*
					MAJOR TOTAL	47,746.48	**
					FUND TOTAL	47,746.48	

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
054050	***LAKE FRONT ROYAL SANT DIST***					
1001		COMPENSATION MANAGER				
	9566	W.C. PUBLIC WORKS DEPT.	LFR28			300.07
	9566	W.C. PUBLIC WORKS DEPT.	LFR29			202.36
					ACCOUNT TOTAL	502.43 *
5443		MAINTENANCE-LABOR/RENTAL				
	9566	W.C. PUBLIC WORKS DEPT.	LFR28			3,737.44
	9566	W.C. PUBLIC WORKS DEPT.	LFR29			2,474.78
					ACCOUNT TOTAL	6,212.22 *
5445		SNOW REMOVAL				
	263	RAMSEY HARDWARE	406829			12.59
	2110	LOWE'S	1757 1/21			770.04
					ACCOUNT TOTAL	782.63 *
5455		INTERNAL PROJECTS				
	2110	LOWE'S	1621 1/21			78.04
	2110	LOWE'S	1761 1/21			1,120.29
	2110	LOWE'S	2716 1/21			417.79
	2110	LOWE'S	2752 1/21			34.64
	2110	LOWE'S	2892 1/21			76.37
	6216	L & B PORTABLES LLC	1784			70.00
	9223	LEHIGH HANSON	3857647			423.13
					ACCOUNT TOTAL	2,220.26 *
					MAJOR TOTAL	9,717.54 **
					FUND TOTAL	9,717.54

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
056050	*** WILDCAT DRIVE SANT DIST ***					
1001		COMPENSATION MANAGER				
	9566	W.C. PUBLIC WORKS DEPT.	WD23			60.01
	9566	W.C. PUBLIC WORKS DEPT.	WD24			40.47
					ACCOUNT TOTAL	100.48 *
5443		MAINTENANCE-LABOR				
	9566	W.C. PUBLIC WORKS DEPT.	WD23			64.40
					ACCOUNT TOTAL	64.40 *
5445		SNOW REMOVAL				
	9566	W.C. PUBLIC WORKS DEPT.	WD24			161.64
					ACCOUNT TOTAL	161.64 *
					MAJOR TOTAL	326.52 **
					FUND TOTAL	326.52

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
057050	*** OSPREY LN SANT DIST ***					
1001		COMPENSATION MANAGER				
	9566	W.C. PUBLIC WORKS DEPT.	OL18			40.47
					ACCOUNT TOTAL	40.47 *
5445		SNOW REMOVAL				
	9566	W.C. PUBLIC WORKS DEPT.	OL18			161.64
					ACCOUNT TOTAL	161.64 *
					MAJOR TOTAL	202.11 **
					FUND TOTAL	202.11

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
081060	** WARREN COUNTY AIRPORT EXP. **					
1001		COMPENSATION AIRPORT MANA				
	6273	CASS AVIATION	0062202101 002			1,750.00
					ACCOUNT TOTAL	1,750.00 *
3010		EQUIPMENT SERVICES CONTRA				
	1949	AUSTIN ELECTRICAL	0015258			1,200.00
					ACCOUNT TOTAL	1,200.00 *
5407		REPAIRS AND MAINTENANCE				
	1717	CULLIGAN OF FRONT ROYAL	0017202101	569-0009332-2		35.00
	1949	AUSTIN ELECTRICAL	0015081			1,200.00
	8158	J & M AIRCRAFT SUPPLY INC	41183			748.25
					ACCOUNT TOTAL	1,983.25 *
5408		OPERATION OF VEHICLES				
	5874	MANSFIELD OIL COMPANY	654911			71.90
					ACCOUNT TOTAL	71.90 *
5898		WASTE DISPOSAL				
	9448	JOHNNY BLUE, INC. - 3407	202619			86.28
	9448	JOHNNY BLUE, INC. - 3407	203664			87.55
					ACCOUNT TOTAL	173.83 *
					MAJOR TOTAL	5,178.98 **
					FUND TOTAL	5,178.98

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
071050	** FRONT ROYAL GOLF CLUB **					
3005		SERVICE CONTRACTS/ CART LE				
	5127	DLL FINANCE LLC.	0051202101 002	101-0418904-000		1,669.95
					ACCOUNT TOTAL	1,669.95 *
					MAJOR TOTAL	1,669.95 **
					FUND TOTAL	1,669.95

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
035060	** COST RECOVERY **					
3003		ADMINISTRATIVE FEES				
	8594	EMS MANAGEMENT &	041285			3,350.60
					ACCOUNT TOTAL	3,350.60 *
3010		EQUIPMENT SERVICE CONTRAC				
	5827	BEAR. COM COMPANY	5118879			18,900.00
					ACCOUNT TOTAL	18,900.00 *
5408		OPERATION OF MOTOR VEHICL				
	1666	NAPA AUTO PARTS	776214			25.98
	1666	NAPA AUTO PARTS	779618			15.16
	3822	AZ COMMERCIAL	2009241573			15.26
	5674	FRONT ROYAL FORD LLC	72348			4,080.93
	5674	FRONT ROYAL FORD LLC	73190			753.30
	5674	FRONT ROYAL FORD LLC	73446			5,338.45
	5674	FRONT ROYAL FORD LLC	73806			270.69
	5674	FRONT ROYAL FORD LLC	75435			1,513.23
	5674	FRONT ROYAL FORD LLC	75987			430.38
	5868	MANSFIELD OIL COMPANY	652346			2,045.24
	5868	MANSFIELD OIL COMPANY	655045			2,079.02
	7071	KEPLINGER REPAIR SERV INC	25697			3,617.72
	7071	KEPLINGER REPAIR SERV INC	25704			1,338.98
	9608	SAFELITE FULLFILLMENT, INC	06108997361			257.20
	10115	DONALD B. RICE TIRE CO.	6098451			215.00
					ACCOUNT TOTAL	21,996.54 *
					MAJOR TOTAL	44,247.14 **
					FUND TOTAL	44,247.14

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
035070	**SHEN. FARMS VFC6 EXPENDITURES**					
5406		STATION FUEL				
	4763	VALLEY ENERGY	25485			1,442.63
					ACCOUNT TOTAL	1,442.63 *
5407		BUILDING & GROUNDS MAINTE				
	2943	LENNY CAMPBELL SERVICE	11836			300.00
	3822	AZ COMMERCIAL	2009265622			36.01
					ACCOUNT TOTAL	336.01 *
					MAJOR TOTAL	1,778.64 **
					FUND TOTAL	1,778.64

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
035071	**N. WARRREN VFD #10 EXPENDITURES**				
5406		PROPANE			
	5553	WASHINGTON GAS	3740 1/21		133.67
				ACCOUNT TOTAL	133.67 *
				MAJOR TOTAL	133.67 **
				FUND TOTAL	133.67

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
035072	**SOUTH WARREN VFC #3 EXPENDITURES*					
5406		PROPANE GAS				
	6050	HOLTZMAN PROPANE	1107425			1,079.13
	6050	HOLTZMAN PROPANE	1121028			588.81
					ACCOUNT TOTAL	1,667.94 *
5408		VEHICLE REPAIRS				
	4388	ATLANTIC EMERGENCY SOLUT.	17330			20,152.22
	4388	ATLANTIC EMERGENCY SOLUT.	17522			5,137.31
	4388	ATLANTIC EMERGENCY SOLUT.	17597			1,695.52
	4388	ATLANTIC EMERGENCY SOLUT.	17598			933.87
	10115	DONALD B. RICE TIRE CO.	6097429			91.00
					ACCOUNT TOTAL	28,009.92 *
					MAJOR TOTAL	29,677.86 **
					FUND TOTAL	29,677.86

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
035073	**SHENANDOAH SHORES VFC#5 EXP**				
5408		VEHICLE REPAIRS			
	9240	INTERSTATE RESCUE	35052		530.00
				ACCOUNT TOTAL	530.00 *
				MAJOR TOTAL	530.00 **
				FUND TOTAL	530.00

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
035074	**LINDEN VFC #4 EXPENSES**					
5408		VEHICLE REPAIRS				
	1666	NAPA AUTO PARTS	773555			39.20
	7071	KEPLINGER REPAIR SERV INC	25740			178.28
					ACCOUNT TOTAL	217.48 *
7057		LOANS				
	10118	FIRST BANK	0101202101 002	# 50723		3,227.46
	10118	FIRST BANK	0101202101 002	# 50741		931.20
					ACCOUNT TOTAL	4,158.66 *
					MAJOR TOTAL	4,376.14 **
					FUND TOTAL	4,376.14

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT	
035075	**FORTSMOUTH VFC #8 EXPENSES**						
5406		FUEL					
	6050	HOLTZMAN PROPANE	122465			1,156.30	
					ACCOUNT TOTAL	1,156.30	*
5407		BUILDING GROUNDS & MAINTE					
	898	REPUBLIC SERVICES #976	511244 4731170			177.82	
	7062	RUFFNER, PAUL	588187			400.00	
					ACCOUNT TOTAL	577.82	*
					MAJOR TOTAL	1,734.12	**
					FUND TOTAL	1,734.12	

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
081050		***ECONOMIC DEVELOPMENT AUTHORITY**				
3001		PROFESSIONAL FEES- LEGAL				
	500044	GREEHAN, TAVES & PANDAK, P	127707			15,734.50
	500074	TIMBERLAKE, SMITH, THOMAS	31760M 1/21			17,866.00
					ACCOUNT TOTAL	33,600.50 *
3007		ADVERTISING				
	500073	KELLY, BRIAN J.	2225			750.00
					ACCOUNT TOTAL	750.00 *
5205		TECHNOLOGY CORE OPERATION				
	500016	QUEEN CONSULTING & TECHNOL	10103			614.89
	500016	QUEEN CONSULTING & TECHNOL	9979			614.89
	500053	SHOTTON DESIGN, LLC	01947			30.00
					ACCOUNT TOTAL	1,259.78 *
5302		PROPERTY/LIABILITY INSURA				
	500030	CINCINNATI INSURANCE CO.	1000521991 1/21			1,501.00
					ACCOUNT TOTAL	1,501.00 *
5407		MAINTENANCE				
	500075	AIRE SERV	72969602			697.98
					ACCOUNT TOTAL	697.98 *
5800		INTEREST EXPENSE				
	500008	THE FIRST BANK & TRUST COM	61 2151580			34,873.50
					ACCOUNT TOTAL	34,873.50 *
5801		DUES AND SUBSCRIPTIONS				
	500015	PITNEY BOWES	3312627275			32.00
					ACCOUNT TOTAL	32.00 *
8001		COPIER LEASE				
	500021	XEROX CORP.	01195647			166.32
					ACCOUNT TOTAL	166.32 *
					MAJOR TOTAL	72,881.08 **
					FUND TOTAL	72,881.08
					TOTAL DUE	2,250,947.94

Approved at meeting of _____ on _____.

Signed _____ _____ _____
Title Date

_____ _____ _____
Title Date

_____ _____ _____
Title Date

At a regular meeting of the Board of Supervisors of Warren County held in the Warren County Government Center on January 5, 2021 at 9:00 AM.

Present: Cheryl L. Cullers, Chair (South River District); Archie A. Fox, Vice Chairman (Fork District); Tony F. Carter (Happy Creek District); Walter J. Mabe (Shenandoah District); and Delores R. Oates (North River District); also present Edwin C. Daley, Interim County Administrator; Jason J. Ham, Interim County Attorney; Dr. Chris Ballenger, Superintendent of Warren County Public Schools; Mike Berry, Public Works Director; James Bonzano, Chief of Fire and Rescue Services; Michael Coffelt, Sanitary District Manager; Caitlin Jordan, Senior Assistant County Attorney; Taryn Logan, Planning Director; Gerry Maiatico, Fire Marshal; Keith McLiverty, Finance Director; Doug Parsons, Executive Director of the Economic Development Authority; Joe Petty, Zoning Administrator; Brandy Rosser, General Services Director; Jodi Saffelle, Human Resources Director; Emily M. Ciarrocchi, Deputy Clerk of the Board; and Mark Williams, Royal Examiner

Call to Order and the Pledge of Allegiance of the United States of America

As Acting Chairman, Dr. Daley opened the meeting and led the Pledge of Allegiance.

Election of Officers

1. Chairman

Dr. Daley opened the floor for nominations for Chairman of the Board of Supervisors for 2021.

Mrs. Oates made a motion, seconded by Mr. Fox, to nominate Cheryl L. Cullers as Chair of the Board for 2021.

There were no further nominations.

On a motion by Mr. Fox, and by the following vote, the Board closed nominations:

Aye: Carter, Cullers, Fox, Mabe, Oates

The motion to elect Cheryl L. Cullers as Chair for 2021 was approved by the following vote:

Mabe, Aye; Oates, Aye; Cullers, Aye; Fox, Aye; Carter, Aye

2. Vice Chairman

Dr. Daley opened the floor for nominations for Vice Chairman of the Board of Supervisors for 2021.

DRAFT

Mrs. Oates made a motion to nominate Mr. Fox as Vice Chairman of the Board for 2021.

There were no further nominations.

On a motion by Mrs. Cullers, and by the following vote, the Board closed nominations:

Aye: Carter, Cullers, Fox, Mabe, Oates

The motion to elect Archie A. Fox as Vice Chairman for 2021 was approved by the following vote:

Carter, Aye; Fox, Aye; Cullers, Aye; Oates, Aye; Mabe, Aye

Adoption of Agenda – Additions or Deletions

Mr. Ham requested the addition of item K-1 (Approval of a Memorandum of Understanding for the Performance Agreement for Silent Falcon UAS).

On a motion by Mr. Fox, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors adopted the agenda as amended:

Aye: Carter, Cullers, Fox, Mabe, Oates

Public Comment Period (60-Minute Time Limit)

James Harper, 3658 Rockland Road, thanked the Board members for their service and stated this would be the last time he appears before the Board as he is moving out of the County. He brought up several topics with which he took issue including, but not limited to: the Board denying the ban on the recreational shooting of firearms he had sponsored in the Clear Back Subdivision, Prospect Cemetery, the salary of Dr. Chris Ballenger being too high as Superintendent of Warren County Public Schools, Doug Parsons being hired as the Executive Director of the Economic Development Authority when he is nothing but a paper pusher, and overpaying Dr. Daley per-hour as Interim County Administrator.

There were no further presentations from the public.

Report – Virginia Department of Transportation – Ed Carter

<u>Maintenance</u>:

- Conducted shoulder repairs on Route 55 West (Strasburg Road) and will continue with shoulder repairs on various other routes this month

- Cleaned pipes on various secondary routes
- Graded various non-hard surfaced routes and will continue to grade and apply stone as needed this month
- Mobilized for a snow event and a flooding event
- Will be conducting brush cutting/removal and slope mowing this month, weather permitting

Other:

- CenturyLink has repaired the broken pole on Route 340
- Mr. Carter would like to set a meeting date at the Board's convenience in January to discuss the Six Year Plan; the meeting has to be limited to ten people, and VDOT will have two of those ten people

Dr. Daley told the Board that Mr. Carter would like to meet in a work session to discuss the Six Year Plans at 4:00 PM on Tuesday, January 12th. The Board agreed to this date and time and instructed Ms. Ciarrocchi to place it on the work session agenda.

Report – Warren County Public Schools – Dr. Chris Ballenger

Dr. Chris Ballenger, Superintendent of Warren County Public Schools (WCPS), reported that school was back in session as of January 4th with the existing model of hybrid in-person and virtual learning. WCPS is currently exploring options for increased in-person days for middle school students, and winter athletics have started but are limited to 25 participants per event. He thanked the Royal Examiner for being gracious enough to live stream the sporting events to allow all individuals who wish to watch the games to be able to. There are nine active student cases and three active staff cases in WCPS but all have been traced to events outside the school system. WCPS continues to be flexible as this pandemic continues and will make adjustments as needed.

Mr. Mabe asked how many more cases it would take for the actions taken by WCPS to be more restrictive, especially with the surge in positive case numbers in the County over the past month. At the end of November, Warren County had 859 cases, and as of January 5th, Warren County stands at 1,478 cases, a 72% increase in a little over one month. Dr. Ballenger said WCPS will continue operations as normal, but he not afraid to shut down the schools should the situation worsen. WCPS is continuing to be vigilant and working with partner agencies for contact tracing for every new case.

Mrs. Oates disagreed with Mr. Mabe and drilled down to look at the facts behind the numbers. Many of the cases are from institutional locations where individuals are living in close proximity to one another (such as congregate care facilities or the RSW Regional Jail). She believes schools need to remain open as long as possible as children need to continue to be engaged.

Mrs. Cullers asked how WCPS is ensuring open communication with parents, and Dr. Ballenger replied there is a letter from the affected school that goes home to parents and staff. If there is a concern with a positive case in the Transportation Department, a letter would go out to all schools. WCPS is reaching out to the specific areas affected. Mrs. Cullers followed up with a question about parents choosing to take extra precautions and self-quarantine their students instead of sending them back to in-person learning. Dr. Ballenger responded that there is a smooth transition in place for parents who want to change from in-person to virtual learning. Every student has a device, and everything is online and going through the learning management system.

Reports – Board Members, Interim County Administrator, Interim County Attorney

Mr. Carter had nothing to report.

Mr. Fox reported the following:

- Thanked Dr. Daley for making the SARS-CoV-2 (Coronavirus) vaccine available to the Board members on January 4th

Mr. Mabe reported the following:

- Visited the new Rivermont Fire Station and the Warren County Public Safety Building last month
- Participated in the selection process for the new Fire Chief
- Continued to participate in the emergency management group bi-weekly

Mrs. Oates reported the following:

- Thanked Mr. Mabe for being Chairman last year
- Samuels Public Library has started a program allowing individuals with a library card to rent a Wi-Fi hotspot and laptop; there are ten (10) available

Mrs. Cullers reported the following:

- Thanked the Board members for the opportunity to be Chair for 2021
- Recognized the Public Works and Solid Waste staff for the great job they did keeping everything moving during the winter weather event in December
- The Department of Wildlife Resources (DWR) (formerly the Department of Game and Inland Fisheries) has instituted a policy, effective January 1, 2021, requiring individuals who use public Department-owned boat landings along the Shenandoah River to have a permit; those without a permit could be subject to a fine. She spoke with a representative from DWR to access Shenandoah River, had a lot of questions and did not get a lot of answers, could be subject to fine if they don't have a permit, would like to get a representative in for a work session to discuss this problem
- Received the first round of SARS-CoV-2 (Coronavirus) vaccine on January 4th

Dr. Daley reported the following:

- Gerry Maiatico, Fire Marshal, introduce the new Chief of Fire and Rescue Services, James Bonzano, II. Chief Bonzano said everyone has been kind to him throughout the interview and hiring processes. It has been a positive experience overall, and he is impressed by the current volunteer and career staff as well as the community. He is excited to be here and to build upon the platform that Chief Mabie built during his tenure.
- Lord Fairfax Health District is currently administering Round 1 of the SARS-CoV-2 (Coronavirus) vaccines, which Rick Farrall has done an exemplary job coordinating.
- The Board will begin working on the FY 2021-2022 budget soon, which is broken up into four major categories: partner agencies, Warren County School Board, Constitutional Offices, and County departments/offices.
- County revenues still look good based on numbers from November and the beginning of December.
- The Drug Prevention Committee will meet on January 7th at 8:30 AM, and the Broadband Committee will meet on January 7th at 2:00 PM.

Mr. Ham reported he would like the Board to consider the repeal of Warren County Code Section 56-3 (Address by nonmembers; action on subjects raised by nonmembers) as it is inconsistent with the currently adopted Policy and Procedures for Board meetings and could lead to disruptions of the orderly proceedings of the Board. The Board agreed to place the repeal of Section 56-3 on the agenda for the January 12th work session for further discussion and on the agenda for the January 19th regular meeting for authorization to advertise for a public hearing to be held on February 16th.

Approval of Minutes

On a motion by Mrs. Oates, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors approved the minutes of its regular meetings of October 20, 2020, November 4, 2020, November 17, 2020, December 8, 2020, and its special meeting of December 14, 2020:

Mabe, Aye; Fox, Aye; Cullers, Aye; Oates, Aye; Carter, Aye

At this time, Mrs. Oates desired to bring the approval of the Strategic Plan back before the Board for reconsideration, and Mr. Carter called a point of order as the Strategic Plan was not added as an item to the agenda at the beginning of the meeting. Mr. Ham concurred with Mr. Carter's point of order and said the Strategic Plan could be added to the agenda by a unanimous vote of the Board. Mrs. Oates asked if any Board member objected to placing it on this agenda for reconsideration, and Mr. Carter and Mr. Fox both voiced their objections. Mrs. Oates requested the Strategic Plan be placed on the agenda for the January 19th regular meeting for consideration.

Consent Agenda

1. Road Naming Request of "Turkey Run Way" off Whitetail Lane – Emma Rusnak
2. Appointment of and Approval of Salary for Fire Chief – Jodi Saffelle
3. Re-Nomination of Marcus Robinson for Appointment by the Warren County Circuit Court to the Warren County Board of Zoning Appeals – Ed Daley
4. Removed for further discussion
5. Removed for further discussion
6. Removed for further discussion
7. Removed for further discussion
8. Removed for further discussion
9. Amendment to Hay Harvesting Contract with Walnut Hollow Farm – Caitlin Jordan
10. Authorization to Advertise for Public Hearing – Lease of County-Owned Property Located at 229 Stokes Airport Road – Doug Parsons
11. Authorization to Advertise for Public Hearing – Ordinance to Amend and Re-Ordain Sections 66-28 (Running at large restricted), 66-29 (Violations and penalties), 66-31 (Procedure upon observation of dog in violation), and 66-32 (Restricted areas enumerated) of the Warren County Code – Caitlin Jordan
12. Authorization to Advertise for Public Hearing – Ordinance to Repeal Section 66-34 (Bounties for coyotes) of the Warren County Code – Caitlin Jordan
13. Authorization to Advertise for Public Hearing – Conditional Use Permit 2020-10-01, David and Nita Sudlow for a Church – Matt Wendling
14. Authorization to Advertise for Public Hearing – Conditional Use Permit 2020-10-03, David and Nita Sudlow for a Guesthouse – Matt Wendling
15. Authorization to Advertise for Public Hearing – Conditional Use Permit 2020-12-01, Parallel Virginia, LLC for a Pharmaceutical Business – Taryn Logan
16. Coyote Bounties – Animal Control ($50.00 Each)
    - Douglas Boyd (2)
    - Steven Marshall (1)
    - Michael Mathias (1)
    - Cody Wolf (1)

Mrs. Oates requested the removal of items 4, 5, 6, 7, and 8 for further discussion as she would like to review the original contract with these companies and their terms at length before approving the extension of the contracts.

Mr. Ham noted his concern about a potential time limit for renewal of these contracts considering many are about to expire before the end of January. At a question from the Board, Brandy Rosser, General Services Director, stated the penalty for delaying the approval of these contracts would be the County could not utilize the services of these

companies until the contracts are renewed. This is the final contract renewal for Moseley Architects, Frazier Associates, Frederick Andreae Architects, and Land Planning & Design Associates per the term limits in the original contracts, and these services will be placed out to bid through a Request for Proposals (RFP) at the end of 2021. She also noted there is no cost associated with signing the contracts; the contracts simply allow the County to engage these companies for their services without an Invitation for Bids (IFB) needing to be issued.

On a motion by Mr. Mabe, seconded by Mr. Fox, and by the following vote, the Board of Supervisors approved the Consent Agenda as presented with the removal of items 4, 5, 6, 7, and 8 for further discussion:

Carter, Aye; Oates, Aye; Cullers, Aye; Fox, Aye; Mabe, Aye

On a motion by Mrs. Oates, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors postponed items 4, 5, 6, 7, and 8 (Amendment to Contracts with Moseley Architects, Frazier Associates, Frederick Andreae Architects, Davenport & Company, and Land Planning & Design Associates) to a work session on January 12th for additional discussion and to the regular meeting on January 19th for further consideration:

Mabe, Aye; Fox, Aye; Cullers, Aye; Oates, Aye; Carter, Aye

Request – Meeting Policy and Procedures and Public Hearing Guidelines – Ed Daley/ Jason Ham

Mr. Ham stated he had no other suggestions or recommendations for changes or amendments to the Procedures or Guidelines, as the Board recently amended the Procedures in September 2020.

On a motion by Mr. Mabe, seconded by Mr. Fox, and by the following vote, the Board of Supervisors adopted the Meeting Policy and Procedures and Public Hearing Guidelines documents as proposed for 2021:

Mabe, Aye; Fox, Aye; Cullers, Aye; Oates, Aye; Carter, Aye

Request – Approval of Performance Agreement with Silent Falcon UAS Technologies – Doug Parsons

Doug Parsons, Executive Director of the EDA, reported the EDA has successfully landed the company Silent Falcon in Warren County. Silent Falcon is an Unmanned Aerial Systems (UAS) Original Equipment Manufacturer (OEM) drone builder that specializes in aerial data collection and analysis for a variety of applications. At its Warren County location, Silent Falcon will design, fabricate and build their drones using advanced carbon fiber materials. They typically build 1-3 aircraft per month. This new location will also be their maintenance repair and flight training facility. If this Performance Agreement is

approved by the Board, the EDA Board of Directors would approve it in-turn at its meeting on January 6th, after which it would be forwarded to the Virginia Economic Development Partnership (VEDP) for their signature.

Mr. Fox said this seems like a very exciting thing to be happening out at the Front Royal/Warren County Airport, and Mr. Parsons agreed and said it could bring in even more activity to the Airport. Hopefully this company will help to serve as an anchor for the Airport.

Dr. Daley noted through this Performance Agreement, the County will invest up to $25,000 in improvements to the County-owned hangar at the Airport to be leased by Silent Falcon as part of the local match. The County will rebate a portion of taxes through the EDA back to the company based on a percentage scale of 80% the first two years, 60% the second two years, and 40% the fifth and final year. At a question from the Board, Mr. Parsons clarified that these incentives are not cash-up-front. Silent Falcon must perform to the terms of the proposed Performance Agreement to receive incentives, and it must pay 100% of its taxes before it can receive a rebate. This rebate is up to $136,482 over a five-year period and, along with the $25,000, will comprise the $161,482 in total local match to leverage the Commonwealth's Development Opportunity Fund (COF) funds, dollar for dollar.

On a motion by Mr. Fox, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors authorized the County Administrator to execute the Commonwealth's Development Opportunity Fund Performance Agreement to incentivize Silent Falcon UAS to establish its eastern U.S. Headquarters, R&D, and Manufacturing Operations at the Front Royal/Warren County Airport:

Carter, Aye; Oates, Aye; Cullers, Aye; Fox, Aye; Mabe, Aye

Request – Approval of a Memorandum of Understanding (MOU) for Performance Agreement for Silent Falcon – Doug Parsons

Mr. Parsons reported this Memorandum of Understanding (MOU) is for the Performance Agreement by and between Silent Falcon UAS, the County of Warren, the IDA of Front Royal/Warren County, and the VEDP for state and local performance-based incentives. The MOU requires the signatures of the three local parties and reiterates the parameters the company must meet to qualify for the Commonwealth Opportunity Fund administered by the VEDP. This MOU was requested to be executed by legal counsel for the County.

On a motion by Mr. Mabe, seconded by Mr. Fox, and by the following vote, the Board of Supervisors authorized the County Administrator to execute the Memorandum of Understanding for the Commonwealth's Department Opportunity Fund Performance Agreement to incentivize Silent Falcon UAS to establish its eastern U.S. Headquarters, R&D, and Manufacturing Operations at the Front Royal/Warren County Airport:

Mabe, Aye; Fox, Aye; Cullers, Aye; Oates, Aye; Carter, Aye

Request – Approval of Agreement for Use of the Health and Human Services Complex Gymnasium to the Virginia Department of Health for the Purpose of Administering Vaccinations – Caitlin Jordan

Ms. Jordan reported Warren County is the owner of the Health and Human Services Complex, and the Virginia Department of Health, Lord Fairfax Health District desires to use the gymnasium located within the Complex to administer the Novel Coronavirus (COVID-19) vaccine to residents of the Lord Fairfax Health District, which includes Warren County, Virginia. She also provided an overview of the main terms of the proposed agreement. The Health Department will not be required to pay any rent to the County for the use of the Gym for the administration of the vaccines, and the County will continue to be solely responsible for the utilities for the Gym.

Mr. Carter asked if the County was requiring anything from the Lord Fairfax Health District for proof of insurance, and Ms. Jordan replied while the District is being asked to indemnify the County, considering the nature of the lease, the County is not requiring the District to provide insurance for use of the facility. Dr. Daley noted this was the best site for the District to use for the rollout of the vaccine, and staff is currently using the space. At a question from the Board, Ms. Jordan stated the agreement had been sent to the District for its review, but the County has not received any feedback.

On a motion by Mr. Mabe, seconded by Mr. Fox, and by the following vote, the Board of Supervisors authorized the County Administrator to execute an agreement for the use of the Warren County Health and Human Services Complex Gymnasium for an initial lease term of one (1) year beginning the date of execution until December 31, 2021 with one (1) additional one (1) year term option:

Carter, Aye; Oates, Aye; Cullers, Aye; Fox, Aye; Mabe, Aye

Request – Amend Advisory Committee's Name to "Front Royal Warren County Joint Tourism Committee" and Enter into a New Memorandum of Agreement – Caitlin Jordan

Ms. Jordan reported since June 21, 1993, the Town had been responsible for funding the Visitor's Center and tourism for the community as the vast majority of beneficiaries were located inside the limits of the Town. In 2017, due to significant growth outside of the Town's limits, the County adopted an ordinance that increased the transient occupancy tax from two percent (2%) to five percent (5%).

The County and Town entered into a Memorandum of Agreement that established the Front Royal-Warren County Joint Tourism Advisory Committee, investing additional resources into branding and marketing the community as a destination, and to enhance the many amenities in the community. The Town and County appointed the Advisory Committee to advise, assist, support, and advocate for tourism policies, program, and activities to market and promote Front Royal-Warren County and its environs, and to serve as the "local tourism industry organization".

The Town and County now desire to contribute financially to a Joint Tourism Program that will contract with a Destination Marking Organization, to provide visitor services, marketing and advertising for the community, research, and more. The Advisory Committee will provide oversight for strategic planning and budgeting as well as a partner liaison. The Town and County issued a Request for Proposals (RFP) and have mutually selected a Destination Marketing Organization (DMO) to serve in this role.

The Town and County wish to amend the Advisory Committee's name to "Front Royal Warren County Joint Tourism Committee," and enter into a new Memorandum of Agreement (MOA) to establish an eleven (11) member committee and to define the working relationship between the Town and County for the conduct of work of the Joint Tourism Program.

Ms. Logan noted the Front Royal Town Council had approved the MOA at its meeting on January 4th with slight differences to the MOA currently before the Board for consideration. In Section IV-A, two members of the Committee have changed from the Planning Directors for the Town or County to the Town Manager designee and the County Administrator designee. Additionally, the total allocation amount for calendar year 2021 listed in Section V-C increased from $200,000 to $600,000 in consideration of an 18-month contract instead of a 6-month contract.

On a motion by Mrs. Oates, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors authorized the Chairman and the County Administrator to execute an agreement between Warren County, Virginia and the Town of Front Royal to rename and establish the Committee and to define the working relationship between the Town and County for the conduct of work of the Joint Tourism Program:

Mabe, Aye; Fox, Aye; Cullers, Aye; Oates, Aye; Carter, Aye

Closed Session – Sections 2.2-3711(A)(7) and (A)(8) of the Virginia Freedom of Information Act

On a motion by Mrs. Oates, seconded by Mr. Fox, and by the following vote, the Board of Supervisors entered into a closed meeting under the provisions of Sections 2.2-3711(A)(7) and (A)(8) of the Virginia Freedom of Information Act for consultation with legal counsel pertaining to actual or probable litigation and the provision of legal advice regarding the Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia (the "EDA"), the Town of Front Royal, the *EDA vs. Jennifer McDonald, et al*., the *Town of Front Royal vs. the EDA, et al*., and other potential claims and litigation relating to other possible liabilities of the EDA and the recovery of EDA funds and assets:

Carter, Aye; Oates, Aye; Cullers, Aye; Fox, Aye; Mabe, Aye

On a motion by Mr. Fox, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors certified to the best of each member's knowledge only public business matters lawfully exempted from open meeting requirements under Sections 2.2-

3711(A)(7) and (A)(8) of the Virginia Freedom of Information Act and only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the meeting by the public body:

Mabe, Aye; Fox, Aye; Cullers, Aye; Oates, Aye; Carter, Aye

There were no motions to come out of this closed session.

Adjournment

Mrs. Cullers adjourned the meeting at 11:51 AM.

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF
January 19, 2021	I	Unfinished Business - Adoption of the Strategic Plan for 2021-2023	

EXPLANATION & SUMMARY:

On November 13th and 14th, 2020, the Board of Supervisors (BOS), Interim County Administrator, some Constitutional Officers, and some staff met and participated in a Strategic Vision Advance. During this day and half facilitated workshop, the attendees discussed and developed a County Vision, conducted a Strengths Weaknesses Opportunities and Threats (SWOT) analysis, and identified six Critical Issues / Goals / Strategies to address with Action Plans.

Enclosed are one chart and six (6) cover sheets detailing these Critical Issues and the timelines for tackling each issue.

COST & FINANCING: *Dependent*

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors adopt the Warren County Board of Supervisors Strategic Plan for 2021 – 2023 as presented.

OR

I move that the Board of Supervisors adopt the Warren County Board of Supervisors Strategic Plan for 2021 – 2023 with the following amendments:

_____.

OR

I move that the Board of Supervisors not adopt the Warren County Board of Supervisors Strategic Plan for 2021 – 2023.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Edwin C. Daley, Interim County Administrator		

Warren County Board of Supervisors
Strategic Plan – 2021-2023
Critical Issues, Goals, and Strategies (v2)

Critical Issues (These are our fundamental concerns – the problem	Goals (Here's what we need to achieve)	Strategies (We'll take these 3 or 4 general approaches to achieve each goal)
1. Need to provide key leaders in order to provide stability and guidance to staff	• Complete key leader transition by Spring 2022 • Bearing in mind the next BOS election in the Fall of 2021; this allows the two re-elected/newly elected Board members to provide input regarding the hiring of a new County Administrator in the Spring of 2022.	a. Quarter 3 & 4 (January – June 2021): Interim County Administrator will (hire/place) subordinate key leaders - Deputy County Administrator and Department Heads (also includes Assistant County Attorney, General Services Grant Writer, and Information Technology Director). b. Quarter 1 & 2 (July – December 2021): The Interim County Administrator and staff will prioritize, with BOS authorization, Department Heads to hire subordinate key leaders - Assistant or Deputy Department Heads as required; the intent is to provide additional leadership depth in Fire Rescue, Finance, Human Resources, and Public Works departments. c. Quarter 3 (January – March 2022): The BOS will advertise for County Administrator applicants, and conduct interviews; the intent is to have the final County key leader (new Administrator) in place by the Spring of 2022.
2. Improve public trust and relationships with the Town of Front Royal and partnering agencies in order to make the best decisions for our community	• Continue open dialog with the public, Town, and partnering agencies • Ensure positive public relationships • Develop stronger partnerships with the Town and partnering agencies	a. Establish and enforce Rules of Engagement (December 2020) b. Require positive and respectful dialog (January 2021 on) c. Continue to encourage community engagement d. Be willing to have the difficult conversation and to look at alternative solutions e. Establish joint Board of Supervisors/Town Council meetings (December 2020)

Critical Issues (These are our fundamental concerns – the problem	Goals (Here's what we need to achieve)	Strategies (We'll take these 3 or 4 general approaches to achieve each goal)
3. Work to ensure continued financial stability of the County	• Encourage appropriate economic growth and development • Ensure the appropriate use of County funds	a. Understand existing infrastructure and what would be required for economic growth and development (December 2020 – January 2021) b. Ensure quality of life for citizens when economic growth and development occurs c. Hold staff accountable for expenditures d. Evaluate effectiveness of spending and investment into programs to ensure a positive return on investment
4. Improve employee morale in order to enable staff stability	• Establish a relationship with staff that allows for trust and honest communication while demonstrating appreciation	a. Encourage staff to have open communication with the Board b. Establish quarterly or bi-annual review of Critical Issues, Goals, and Strategies in an environment that encourages participation of Board of Supervisors and key staff
5. Address inadequate technology in order to provide staff with current state of the art capabilities	• Recruit and hire an IT Director no later than Quarter 3 (January – March 2021) • Implement new IT systems no later than Quarter 1 (July – September 2022)	a. Quarter 3 (January – February 2021): Advertise, as soon as practical, and hire an Information Technology Director b. Quarter 4 (April to June 2021): Obtain a consultant, as soon as practical, to evaluate the County's Information Technology system, software and hardware requirements c. FY 2021-2022: Assess, acquire, install, and concurrently run dual IT system(s) d. Quarter 1 (no later than July 1, 2023): fully switch over to the new system(s) e. Finance/incorporate near-term and future IT requirements into the County's Capital Improved Plan.

Critical Issues (These are our fundamental concerns – the problem	Goals (Here's what we need to achieve)	Strategies (We'll take these 3 or 4 general approaches to achieve each goal)
6. Reduce legal fees in order to improve coordination of legal services	• Recruit and hire Assistant County Attorney no later than Quarter 3 (January – March 2021) • Conclude EDA litigation no later than 2023	a. Quarter 3 (January to March 2021): Senior Assistant County Attorney will hire an Assistant County Attorney. b. After hiring an Assistant County Attorney, the intent is for the County Attorney's office to vet all legal matters from the Board of Supervisors and County staff. This should reduce the requirement for outside legal consultation. Any legal issues that are outside the scope or expertise of the County Attorney's office will be referred by the Office to the Interim County Attorney (Litten & Sipe, LLP). c. CY 2023: The Board of Supervisors and Interim County Attorney (Litten & Sipe, LLP) will work with Sands Anderson to minimize legal expenses associated with the EDA lawsuit, and conclude related litigation.

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT	PAGE
January 19, 2021	**J-1**	Approval of the Corrected Transmission Line Easement	1 OF 1

EXPLANATION & SUMMARY:

The County owns the following three parcels of real property located within the Shenandoah Magisterial District of Warren County, Virginia:

1. Tax Map Number 12-57 (hereinafter referred to as "Parcel A")
2. Tax Map Number 12-57B1 (hereinafter referred to as "Parcel B")
3. Tax Map Number 12-57B (hereinafter referred to as "Parcel C")

In February 2009, the Warren County Board of Supervisors approved granting Trans-Allegheny Interstate Line Company (hereinafter referred to as "Trans-Allegheny") an easement to construct a new overhead, high voltage electric power transmission line. The Transmission Line Easement was recorded June 29, 2009 (the "2009 Easement"). In the course of litigation concerning the Front Royal golf course (which has concluded), an error concerning the description of real estate in the 2009 Easement was discovered. The property description for the servient parcel incorrectly included Parcel A and Parcel B (in addition to the correct property, Parcel C).

A Corrected Transmission Line Easement has been prepared to correct this error by identifying the sole servient parcel as Parcel C and providing that Trans-Allegheny releases all right, title, and interest in and to Parcel A and Parcel B. All other terms of the 2009 Easement will remain unaltered and in full force and effect. The Corrected Transmission Line Easement does not create any additional obligations or confer any additional rights to the parties.

A copy of the Corrected Transmission Line Easement is attached hereto.

COST AND FINANCING:

N/A

CONSENT AGENDA MOTION:

I move that the Board of Supervisors approve the Corrected Transmission Line Easement between the County of Warren and the Trans-Allegheny Interstate Line Company.

ALTERNATIVE MOTIONS:

I move that the Board of Supervisors not approve the Corrected Transmission Line Easement between the County of Warren and the Trans-Allegheny Interstate Line Company.

OR

I move that the Board of Supervisors postpone this request until _____.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Caitlin W. Jordan, Sr. Assistant County Attorney		

Consideration: Exempt
Actual Value: Exempt

Tax Map Nos. 12-57, 12-57B and 12-57B1

This deed is exempt from recordation tax pursuant to § 58.1-810(2) of the 1950 Code of Virginia, as amended.

CORRECTED TRANSMISSION LINE EASEMENT

is made this 6th day of November, 2020, by and between the **COUNTY OF WARREN, VIRGINIA**, (the "County") a political subdivision of the Commonwealth of Virginia, index as both **Grantee** and **Grantor**, and **TRANS-ALLEGHENY INTERSTATE LINE COMPANY**, a Maryland and Virginia corporation, ("Trans-Allegheny"), index as both **Grantee** and **Grantor**.

PREAMBLE:

WHEREAS, the County owns three (3) parcels of real property located in Shenandoah (formerly Cedarville) Magisterial District, Warren County, Virginia, being more particularly described as follows:

Parcel A: All that certain tract or parcel of land designated as Tax Map Number 12-57 by Warren County, Virginia ("Parcel A"), consisting of (i) the remaining residue of a tract or parcel of land containing 62 acres, more or less, situate about one mile North of Riverton, which 62 acre parcel is described by metes and bounds in a deed recorded in the Clerk's Office of the Circuit Court of Warren County, Virginia (the "Clerk's Office"), in Deed Book 44, page 312. LESS AND EXCEPT from such 62 acre parcel, 3.47 acres, more or less, conveyed to Northern Virginia Power Company by deed dated May 4, 1948, recorded in the Clerk's Office in Deed Book 70, page 338, and (ii) 3.3566 acres, more or less, as shown on a plat of survey entitled "BOUNDARY LINE ADJUSTMENT BETWEEN TAX MAP 12 PARCEL 57 AND TAX MAP 12 PARCEL 57B1 NORTH RIVER MAGISTERIAL DISTRICT WARREN COUNTY, VA.", dated August 18, 2017, recorded in the Clerk's Office as Instrument No. 170004531, Slide 284-K (the "August 2017 Plat").

Prepared by Litten & Sipe L.L.P., 410 Neff Avenue, Harrisonburg, Virginia 22801
Brooke R. Hannah, Esquire, Bar No. 92270

Insurance underwriter is:
Return recorded deed to: Litten & Sipe L.L.P.
410 Neff Avenue
Harrisonburg, Virginia 22801

Parcel B: All that certain tract or parcel of land designated as Tax Map Number 12-57B1 in Warren County, Virginia ("Parcel B"), containing 10.000 acres, more or less, shown as "NEW PARCEL 57B1 10.000 ACRES" on the August 2017 Plat. Parcel B is a portion of Parcel Two acquired by the County by the 2005 Deed described below.

Parcel C: All that certain tract or parcel of land designated as Tax Map Number 12-57B by Warren County, Virginia ("Parcel C"), being the residue of a 43.25 acre tract, which 43.25 acre tract is shown on a plat of survey made by H. H. Martz, C.E., dated December 18, 1939, recorded in the Clerk's Office in Plat Book 1, page 47, after deducting therefrom 13.3566 acres as shown on that certain plat entitled "CLASS A SUBDIVISION OF TAX MAP 12 PARCEL 57 B NORTH RIVER MAGISTERAL DISTRICT WARREN COUNTY, VA." dated June 19, 2017, which plat is recorded in the Clerk's Office as Instrument No. 170004372, Slide 284-J. Parcel C is a portion of Parcel Two acquired by the County by the 2005 Deed described below.

Parcel A, Parcel B and Parcel C is a portion of the same real estate acquired by the County by deed dated April 14, 2005, from Front Royal Country Club, formerly known as Recreational Center of Front Royal, a Virginia Non-Stock, not-for-profit Corporation, which deed is recorded in the Clerk's Office as Instrument No. 050003897 (the "2005 Deed").

WHEREAS, by Transmission Line Easement dated June 10, 2009, recorded in the Clerk's Office as Instrument No. 09003909 (the "Easement"), the County granted an easement to Trans-Allegheny for the purposes as further described therein.

WHEREAS, the property description for the servient parcel set forth in the Easement incorrectly included Parcel A and Parcel B.

WHEREAS, this instrument corrects such error by correctly identifying the servient parcel as Parcel C (the "Correction").

NOW THEREFORE for valuable consideration received, **The County of Warren**, **Virginia**, hereinafter referred to, whether one or more, as "Grantor," hereby grant and convey unto **TRANS-ALLEGHENY INTERSTATE LINE COMPANY**, a Maryland and Virginia corporation having its principal place of business at 800 Cabin Hill Drive Greensburg, Westmoreland County, Pennsylvania 15601, its successors and assigns (hereinafter called "Grantee") with covenants of general warranty and further assurances of title a perpetual easement or right-of-way ("the Right-of-Way") One-Hundred-Sixty (160') feet in width, located as hereinafter described to (a) construct, reconstruct, repair, improve, alter, replace, operate, use, inspect, maintain and remove an overhead line of poles, towers or structures, as Grantee may from time to time deem expedient or advisable, with such wires and cables as Grantee shall from time to time suspend therefrom, consisting of all foundations, footings, crossarms, wires, poles, towers, attachments, anchors, ground connections, or other equipment, accessories and appurtenances, as Grantee may from time to time deem necessary or desirable in connection

therewith (the "Facilities") for the transmission of electrical and other forms of energy as exist from time to time, and for all communication purposes, whether existing now or in the future, including without limitation fiber optic circuits; (b) permit Grantee to transmit and to carry other forms and sources of energy, whether existing now or in the future, in order to deliver electrical power, information or such other services as Grantee may provide from time to time.

The Right-of Way shall be located over, across, and upon Parcel C.

Grantee shall at all times have the right to: (a) clear the Right-of-Way of all buildings or structures except fences less than 5 feet in height; b) control, cut down, trim and remove trees and underbrush from the Right-of-Way by any method; and c) cut down and trim any tree located outside the Right-of-Way which in the opinion of the Grantee may interfere with the safety, proper operation and/or maintenance of its Facilities. All trees and limbs cut down shall remain the property of Grantor.

For the purpose of exercising its rights under this Agreement, Grantee shall have the right of ingress, egress and regress from the property of Grantor in order to obtain access to the Right-of-Way over the Right-of-Way itself, or over the property of Grantor adjacent to the Right-of-Way and lying between public or private roads and the Right-of-Way in such manner as shall cause the least practicable damage and inconvenience to Grantor.

Grantee will, at its option, repair or pay for damages to Grantor's property, except damages to structures, trees or other obstructions as provided below, when such damages result from the construction, reconstruction, repair, alteration, replacement, operation, inspection, maintenance or removal of Grantee's Facilities, or from Grantee's exercise of the right of ingress, egress, and regress, provided Grantor gives timely written notice thereof to Grantee.

Grantor may use the Right-of-Way for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with or endanger the construction, operation or maintenance of Grantee's Facilities, and provided further that plans for any grade changes on said Right-of-Way shall be submitted to Grantee for its approval. Grantor shall not erect or construct any building or other structure, except permitted fences, or drill or operate any well within the Right-of-Way. Grantee shall have the right to open all fences for proper purposes, but will keep the same closed when not necessary for proper purposes.

The Grantee shall pay to the Grantor: (a) **$304,920.00** in full payment for said rights and easement, and (b) **$328,783.31** in full payment for all loss or damages which may be sustained by the Grantor resulting in any manner from the original construction of said facilities, except that the Grantee shall also pay for all damage to private roads of the Grantor resulting from such construction. Grantee has paid, and Grantor acknowledges receipt of, all amounts described in the preceding sentence. The Grantee shall pay for all damages sustained by the Grantor resulting

thereafter from the maintenance, repair, alteration, reconstruction or removal of, or construction of additions to, said facilities by the Grantee.

The undersigned, for themselves, their heirs, successors and assigns, covenant that they are the true and lawful owners of said lands and have full right and power to grant and convey said easement as herein provided. The undersigned declare that the true and actual value of the property transferred hereby, is to the best of their knowledge and belief, **$304,920.00.**

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

Trans-Allegheny hereby vacates, cancels, releases, relinquishes, surrenders, and quitclaims to the County, and its successors and assigns, all right, title, and interest in and to Parcel A and Parcel B. As § 15.2-1803 of the Code of Virginia, as amended, may apply, any interest in real estate conveyed by this deed is accepted and agreed to on behalf of the County of Warren, Virginia, by the Chairman, as authorized by the County Board of Supervisors, as evidenced by his signature below.

Except as to the Correction, the terms of the Easement shall not be altered and shall remain in full force and effect, and this instrument shall not create any additional obligations or confer any additional rights on the parties, and shall not modify any of the terms or agreements contained therein.

Reference is made to the above instruments for further descriptions and derivations of title.

IN WITNESS WHEREOF, the undersigned has caused its name to be executed on its behalf by its duly authorized officer.

County of Warren, **Virginia**,
a political subdivision of the
Commonwealth of Virginia

By: _____
Cheryl Cullers, Chair

COMMONWEALTH OF VIRGINIA

COUNTY OF WARREN, TO-WIT:

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this _____ day of _____, 2021, by Cheryl Cullers, Chair of the Board of Supervisors of Warren County, Virginia, on behalf of Warren County, Virginia, a political subdivision of the Commonwealth of Virginia.

My commission expires _____.

Notary Registration No. _____.

_____
Notary Public

APPROVED AS TO FORM:

_____
Jason J. Ham, County Attorney

[Additional Signature page follows]

Trans-Allegheny Interstate Line Company, a Maryland and Virginia corporation

By: _____
its: _____

COMMONWEALTH OF VIRGINIA

COUNTY OF WARREN, TO-WIT:

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this _____ day of _____, 2021, by _____, _____ of Trans-Allegheny Interstate Line Company, a Maryland and Virginia corporation, on behalf of the company.

My commission expires _____.

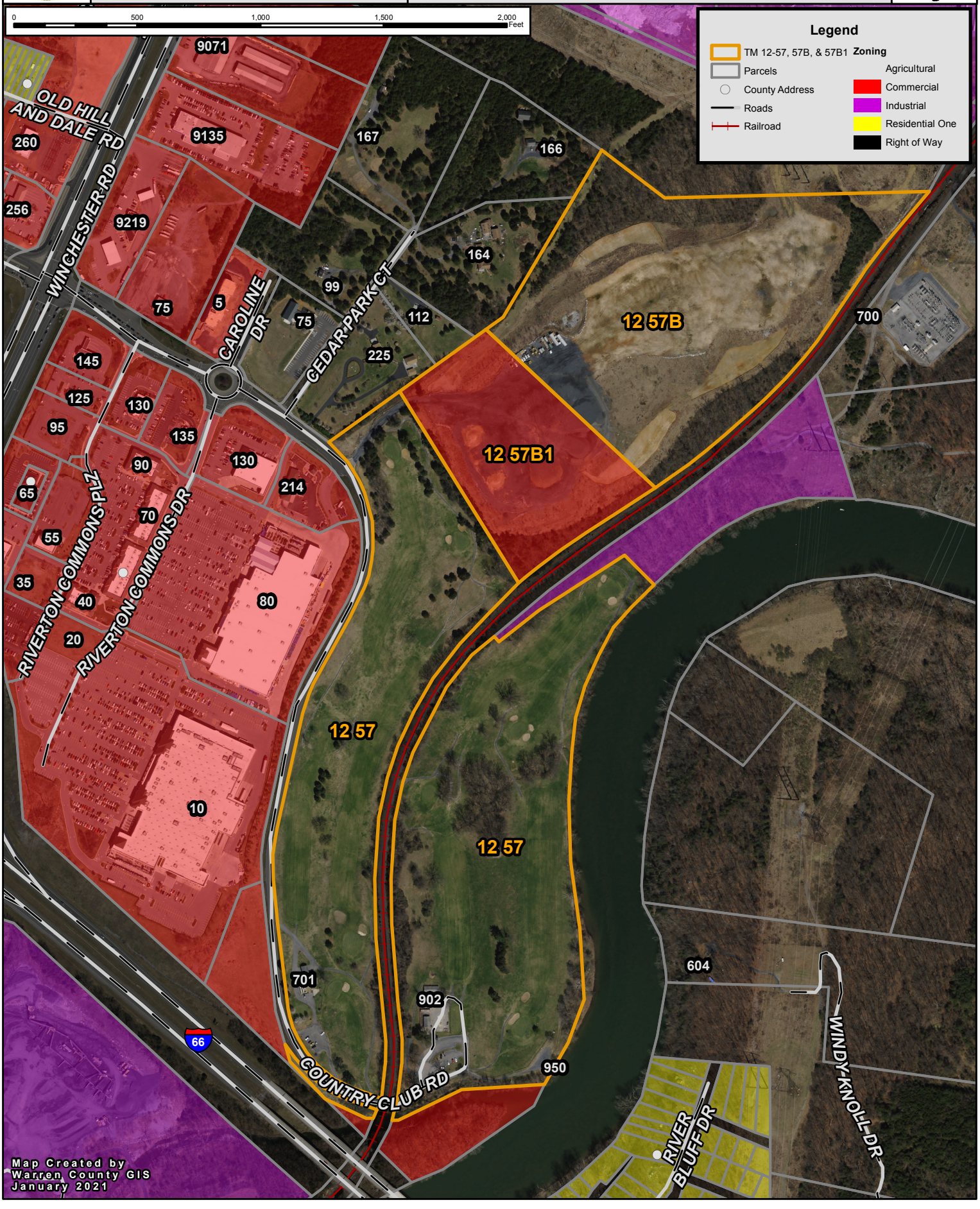
Notary Registration No. _____.

_____
Notary Public

Warren County, VA
2021

1 inch = 500 feet

County Property:
TM 12--------57, 12--------57B, & 12--------57B1



Map Created by
Warren County GIS
January 2021

TRANSMISSION LINE EASEMENT

FOR VALUABLE CONSIDERATION RECEIVED, **The County of Warren, Virginia,** with a mailing address of **220 N Commerce Ave, Front Royal, VA 22630,** hereinafter referred to, whether one or more, as "Grantor;" hereby grant and convey unto TRANS-ALLEGHENY INTERSTATE LINE COMPANY, a Maryland and Virginia corporation having its principal place of business at 800 Cabin Hill Drive Greensburg, Westmoreland County, Pennsylvania 15601, its successors and assigns (hereinafter called "Grantee") with covenants of general warranty and further assurances of title a perpetual easement or right-of-way ("the Right-of-Way") One-Hundred-Sixty (160') feet in width, located as hereinafter described to (a) construct, reconstruct, repair, improve, alter, replace, operate, use, inspect, maintain and remove an overhead line of poles, towers or structures, as Grantee may from time to time deem expedient or advisable, with such wires and cables as Grantee shall from time to time suspend therefrom, consisting of all foundations, footings, crossarms, wires, poles, towers, attachments, anchors, ground connections, or other equipment, accessories and appurtenances, as Grantee may from time to time deem necessary or desirable in connection therewith (the "Facilities") for the transmission of electrical and other forms of energy as exist from time to time, and for all communication purposes, whether existing now or in the future, including without limitation fiber optic circuits; (b) permit Grantee to transmit and to carry other forms and sources of energy, whether existing now or in the future, in order to deliver electrical power, information or such other services as Grantee may provide from time to time.

The Right-of-Way shall be located over, across, and upon a portion of the property of Grantor located in **Shenandoah** District/Township, **Warren** County, Commonwealth/State of **Virginia**, containing **99.37** acres more or less, and described in that certain deed recorded in **Instrument No. 050003897** of the Deed Records of said County, being further identified as Tax Parcel **12-57** (the "Subject Property") and further shown on attached Exhibit "A", attached hereto and made a part hereof and is the same property described in the Option for Transmission Line Easement between Grantor and Grantee dated **March 25, 2009** and of record in **Instrument Number 090002712** of the Deed Records of said County.

Grantee shall at all times have the right to: (a) clear the Right-of-Way of all buildings or structures except fences less than 5 feet in height; b) control, cut down, trim and remove trees and underbrush from the Right-of-Way by any method; and c) cut down and trim any tree located outside the Right-of-Way which in the opinion of the Grantee may interfere with the safety, proper operation and/or maintenance of its Facilities. All trees and limbs cut down shall remain the property of Grantor.

For the purpose of exercising its rights under this Agreement, Grantee shall have the right of ingress, egress and regress from the property of Grantor in order to obtain access to the Right-of-Way over the Right-of-Way itself, or over the property of Grantor adjacent to the Right-of-Way and lying between public or private roads and the Right-of-Way in such manner as shall cause the least practicable damage and inconvenience to Grantor.

Way and lying between public or private roads and the Right-of-Way in such manner as shall cause the least practicable damage and inconvenience to Grantor.

Grantee will, at its option, repair or pay for damages to Grantor's property, except damages to structures, trees or other obstructions as provided below, when such damages result from the construction, reconstruction, repair, alteration, replacement, operation, inspection, maintenance or removal of Grantee's Facilities, or from Grantee's exercise of the right of ingress, egress, and regress, provided Grantor gives timely written notice thereof to Grantee.

Grantor may use the Right-of-Way for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with or endanger the construction, operation or maintenance of Grantee's Facilities, and provided further that plans for any grade changes on said Right-of-Way shall be submitted to Grantee for its approval. Grantor shall not erect or construct any building or other structure, except permitted fences, or drill or operate any well within the Right-of-Way. Grantee shall have the right to open all fences for proper purposes, but will keep the same closed when not necessary for proper purposes.

The Grantee shall pay to the Grantor: (a) **$304,920.00** in full payment for said rights and easement, and (b) **$328,783.31** in full payment for all loss or damages which may be sustained by the Grantor resulting in any manner from the original construction of said facilities, except that the Grantee shall also pay for all damage to private roads of the Grantor resulting from such construction. The Grantee shall pay for all damages sustained by the Grantor resulting thereafter from the maintenance, repair, alteration, reconstruction or removal of, or construction of additions to, said facilities by the Grantee.

The undersigned, for themselves, their heirs, successors and assigns, covenant that they are the true and lawful owners of said lands and have full right and power to grant and convey said easement as herein provided. The undersigned declare that the true and actual value of the property transferred hereby, is to the best of their knowledge and belief, **$304,920.00**.

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

IN WITNESS WHEREOF, the Grantor(s) has/have hereunto set his/her/their hand(s) this 10th day of June, 2009.

Grantor/Owner:
The County of Warren, Virginia

BY: _____
Archie A. Fox, Chairman of the Board of Supervisors

BY: _____
Douglas P. Stanley, Clerk of the Board

COMMONWEALTH/STATE OF Virginia,
COUNTY OF Warren, TO-WIT:

I hereby certify that on this 10th day of June 2009, before me, a Notary Public in and for the State and County aforesaid, personally appeared Archie A. Fox, Chairman of the Board of Supervisors and Douglas P. Stanley, Clerk of the Board on behalf of The County of Warren, Virginia known to me to be the person(s) whose name(s) is/are signed to the written instrument hereto annexed and acknowledged before me in my said County that he/she/they executed the same for the purposes therein contained.

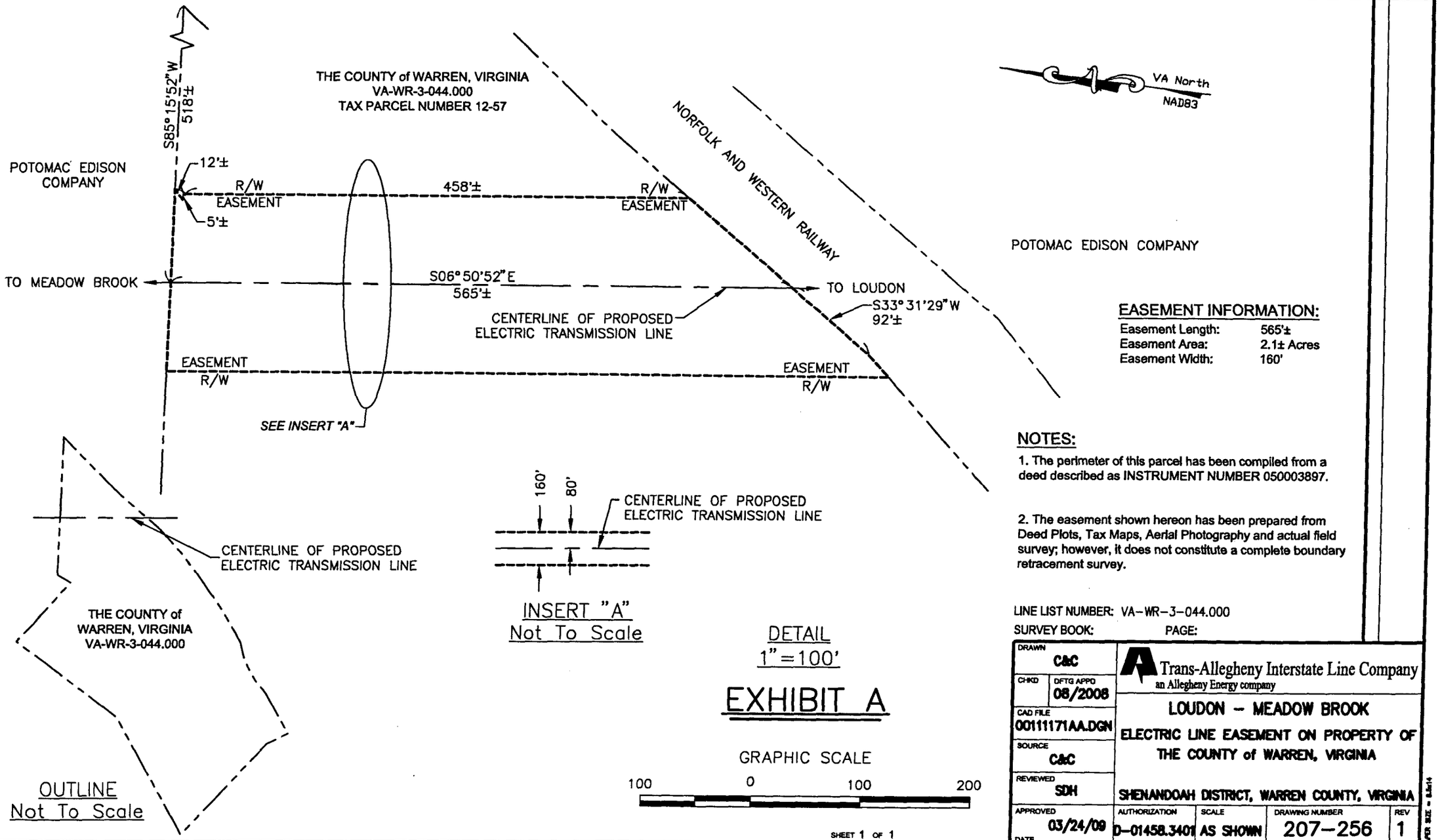
_____
Notary Public

PAULA J. BLAMER
Printed Name

My commission expires: 7-31-2011

PAULA J. BLAMER NOTARY PUBLIC ID# 7109443 COMMISSION EXPIRES 7/31/2011 COMMONWEALTH OF VIRGINIA

This instrument was prepared under the direction of Edward G. Kennedy, Attorney at Law, 800 Cabin Hill Drive, Greensburg, PA 15601



EASEMENT INFORMATION:

Easement Length:	565'±
Easement Area:	2.1± Acres
Easement Width:	160'

NOTES:

1. The perimeter of this parcel has been compiled from a deed described as INSTRUMENT NUMBER 050003897.

2. The easement shown hereon has been prepared from Deed Plots, Tax Maps, Aerial Photography and actual field survey; however, it does not constitute a complete boundary retracement survey.

LINE LIST NUMBER: VA-WR-3-044.000
SURVEY BOOK: PAGE:

DRAWN C&C	CHKD	DFTG APPD 08/2008	Trans-Allegheny Interstate Line Company, an Allegheny Energy company	
CAD FILE 00111171AA.DGN	SOURCE C&C	REVIEWED SDH	LOUDON – MEADOW BROOK ELECTRIC LINE EASEMENT ON PROPERTY OF THE COUNTY of WARREN, VIRGINIA	
APPROVED DATE 03/24/09	AUTHORIZATION D-01458.3401	SCALE AS SHOWN	DRAWING NUMBER 207-256	REV 1

SHENANDOAH DISTRICT, WARREN COUNTY, VIRGINIA

00111171AA.dwg Mar 24, 2009 - 4:10pm

PAPER SIZE - E.Sht4

AP SERIES 1

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF 4
January 19, 2021	J-2	**The Sale of 64 Self-contained Breathing Apparatus Cylinders to Clarke County, VA**	

EXPLANATION & SUMMARY:

In October, 2020 all the volunteer fire departments within the Warren County Department of Fire and Rescue Services participated in the 2019 Assistance to Firefighters Regional Grant for countywide Self-contained Breathing Apparatus (SCBA) replacement. As agreed in the conditions of the grant, all existing equipment was turned over to the County which included 64 Self-Contained Breathing Apparatus Cylinders which were still NFPA compliant. These cylinders are non-compatible with equipment being utilized across the Fire and Rescue System today. As such, Clarke County, VA has offered a purchase price of $250.00 per cylinder or a total of $16,000.00.

These funds would be earmarked to support future equipment purchased and upgrades to the SCBA Program. These items may include standardized equipment for the Rapid Intervention Team Packs, vision kits for members who wear corrective eyeglasses, etc.

After consultation with the Office of the County Attorney, it was determined the Board of Supervisors would need to approve the sale of County owned property.

The Department of Fire and Rescue Services is seeking such approval from the Board of Supervisors to have the Fire Chief enter into an agreement with a representative of Clarke County, VA to sell 64 SCBA Cylinders for the price of $16,000.00. It is further requested that Chief Bonzano be authorized to sell, trade, giveaway or dispose of any remaining SCBA equipment that has been determined no longer usable by the Warren County Department of Fire and Rescue Services.

Attached, you will find the executed memorandum of understanding by all volunteer fire stations participating in the County-wide SCBA Program.

COST & FINANCING:

No cost - $16,000 revenue to support the County-wide SCBA Program.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors authorize Fire Chief Bonzano to enter into agreement with Clarke County, VA for the sale of 64 SCBA Cylinders for the total price of $16,000.00. It shall be further authorized that Chief Bonzano be authorized to sell, trade, giveaway or dispose of any remaining SCBA equipment determined no longer usable by the Warren County Department of Fire and Rescue Services.

OR

I move that the Board of Supervisors table the request for further discussion.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
James G. Bonzano, II Fire Chief		

MEMORANDUM OF UNDERSTANDING (MOU)

The following memorandum of understanding will be for the Self-Contained Breathing Apparatus (SCBA) replacement grant as applied for by the Warren County Department of Fire and Rescue Services.

The SCBA replacement grant applied for through the FEMA AFG Application process is seeking to replace all of SCBA air packs, SCBA cylinders, and SCBA Face Mask for all the Warren County, Virginia Volunteer Fire and Rescue Companies. This project would replace air packs, cylinders and spare cylinders and face mask to meet the NFPA requirement for replacement. All replacement items shall be NFPA compliant to the latest standard at the time of order. The host agency will be responsible for the ordering and distribution of all awarded items.

This memorandum of understanding will be between the County of Warren, Department of Fire and Rescue Services, the host agency for the grant and the companies named as follows:

Front Royal Volunteer Fire and Rescue Department	EIN: 23-7082028
Rivermont Volunteer Fire and Rescue Department	EIN: 54-1146014
South Warren Volunteer Fire and Rescue Department	EIN: 23-7368270
Linden Volunteer Fire and Rescue Department	EIN: 54-1573654
Shenandoah Shores Volunteer Fire and Rescue Department	EIN: 23-7187113
Shenandoah Farms Community Fire and Rescue Station	EIN: 54-6001661
Fortsmouth Volunteer Fire and Rescue Department	EIN: 51-0234391
North Warren Volunteer Fire and Rescue Department	EIN: 54-1856836
Warren County Fire and Rescue Services	EIN: 54-6001661

The primary funding source for the grant will be the FEMA AFG grant if awarded. The remainder of the funding will come from the host agency.

The host agency agrees to maintain and be responsible for the awarded items for the life of the FEMA AFG grant period. This will include annual flow testing, hydrostatic testing of cylinders, maintenance, and repairs as necessary. Training for the new equipment will be conducted by the vendor. Each Department is responsible for having two Train the Trainers attend the Train the Trainer training session.

Each Department will also be required to continue to submit their NFIRS incident reporting as required for the grant purposes.

Warren County Department of Fire and Rescue Services
(Host Agency)

Richard E. Mabie

Richard E. Mabie, Fire Chief

Date

2-25-20

Front Royal Volunteer Fire and Rescue Department

Larry A. Oliver, District Fire Chief

Date

FEBRUARY 25, 2020

Rivermont Volunteer Fire and Rescue Department

Jeremy Greenbacker, District Fire Chief

Date

03-03-2020

South Warren Volunteer Fire and Rescue Department

Allen Brockway, District Fire Chief

Date

2-25 2020

Linden Volunteer Fire and Rescue Department

Suzi Shiley, President

Date

2/26/20

Shenandoah Shores Volunteer Fire and Rescue Department

Pat Spangler, District Fire Chief

Date

2/26/20

Shenandoah Farms Community Fire and Rescue Station

Richard E. Mabie, Fire Chief

Date

2-25-20

Fortsmouth Volunteer Fire and Rescue Department

Homer L. Cross, District Fire Chief

Date

02-25-2020

North Warren Volunteer Fire and Rescue Department

Reggie Fritts, District Fire Chief

Date

02/25/2020

Warren County Department of Fire and Rescue Services

"One Department/One Mission"

County of Warren, Front Royal, Rivermont, South Warren, Linden, Shenandoah Shores, Shenandoah Farms Community, Fortsmouth, North Warren

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT	PAGE
January 19, 2021	J-3	Amendment to Professional Services Annual Term Contract with Moseley Architects	1 OF 1

EXPLANATION & SUMMARY:

On January 11, 2017, Warren County entered an annual term contract with Moseley Architects to provide architectural and engineering services. It was the County's intention to assign individual projects to Moseley Architects on an as-needed basis.

The current term commenced on January 11, 2020 and expires on January 10, 2022. The County would like to extend the contract for an additional year, and the amendment to the original contract will allow the new one-year term contract to commence on January 11, 2021 and to expire on January 10, 2022. This renewal will leave no remaining renewal options.

The hourly rates during the renewal term for the architectural and engineering services will not change from the current rates. The rate sheet is attached hereto for review.

In recent years, the County has engaged Moseley Architects to provide architectural and engineering services for projects such as the Warren County Health and Human Services Complex, renovations to Ressie Jefferies Elementary School, and the replacement Rivermont Fire and Rescue Station.

This item was discussed at the Board of Supervisors Work Session on January 12, 2021.

COST AND FINANCING:

N/A

CONSENT AGENDA MOTION:

I move that the Board of Supervisors approve and authorize the County Administrator to execute the amendment to the annual term contract with Moseley Architects to provide architectural and engineering services for an additional one year period from January 11, 2021 to January 10, 2022.

ALTERNATIVE MOTIONS:

I move that the Board of Supervisors not approve and authorize the County Administrator to execute the amendment to the annual term contract with Moseley Architects to provide architectural and engineering services for an additional one year period from January 11, 2021 to January 10, 2022.

OR

I move that the Board of Supervisors postpone the request for further discussion to _____.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Caitlin W. Jordan, Sr. Assistant County Attorney		

AMENDMENT 12
TO THE AGREEMENT BETWEEN
THE COUNTY OF WARREN, VIRGINIA
AND MOSELEY ARCHITECTS
FOR PROFESSIONAL SERVICES

THIS AMENDMENT (hereinafter the "Amendment") **is** dated this _____ day of _____, 2021, by and between the County of Warren, Virginia, a political subdivision of the Commonwealth of Virginia (hereinafter the "Owner"), and Moseley Architects P.C. (hereinafter the "Architect")

WITNESSETH:

WHEREAS, the Owner and the Architect executed an agreement for professional services on January 11, 2017 (hereinafter the "Agreement"); and

WHEREAS, the Agreement was been in effect for one (1) term of one (1) year from January 11, 2017 through January 10, 2018; and

WHEREAS, the Agreement was extended for three (3) additional one (1) year terms from January 11, 2019 through January 10, 2021; and

WHEREAS, the Agreement may be extended for one (1) additional one (1) year terms at the option of the Owner; and

WHEREAS, the Owner and Architect both desire to extend the Agreement for an additional term of one (1) year.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, the parties hereto mutually covenant and agree as follows:

1) Contract Term – The Agreement shall be extended for an additional term of one (1) year to be effective January 11, 2021 and to extend (unless terminated in accordance with the terms of the Agreement) until January 10, 2022 (hereinafter the "Contract Term").
2) Renewal - The Contract Term will not be renewable for any additional one (1) year terms at the expiration of this Amendment.
3) Rates – The hourly rates for the Contract Term will remain the same as the rates in effect during the term of Amendment 07 of the original contract, namely from January 11, 2019 through January 10, 2020.
4) Other Terms of the Agreement – All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereafter have made and executed this Amendment to the Agreement the day and year first written above.

(SEAL) **County of Warren, Virginia**

Attest: _____ By: _____

Type Name: _____ Type Name: _____

Title: _____ Title: _____

Date: _____

(SEAL) **Moseley Architects P.C.**

Attest: _____ By: _____

Type Name: _____ Type Name: _____

Title: _____ Title: _____

Date: _____

Approved as to form:

_____
Caitlin W. Jordan
Senior Assistant County Attorney

MOSELEYARCHITECTS

ARCHITECTURE • ENGINEERING • PLANNING • INTERIOR DESIGN • CONSTRUCTION SERVICES

SCHEDULE OF HOURLY BILLING RATES
CALENDAR YEAR 2018

Principals	$213
Architects	
Senior Project Manager	$188
Project Manager	$147
Architect	$141
Architectural Designer	$93
Security and Detention Design	
Security Design Specialist	$177
Engineering Director	$213
Mechanical/Electrical/Plumbing/Engineering	
Senior Engineer	$164
Engineer/Designer	$134
Intern Technician	$93
Structural Engineering	
Senior Engineer	$147
Engineer/Designer	$123
Intern Technician	$93
Corrections Planner	$213
Criminal Justice Consultant	$160
Construction Administration	
Construction Administrator	$141
Specification Writer	$141
Sustainability Planning	
Sustainability Planning Director	$164
Energy Analyst	$138
Sustainability Coordinator	$123
Interior Design	
Interior Designer	$93
Administrative	$66

Rates are subject to change on January 1 of each year.

AGREEMENT BETWEEN
THE COUNTY OF WARREN, VIRGINIA
AND MOSELEY ARCHITECTS
FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 11 day of January, 2017, (hereinafter referred to as the "Agreement") between the **County of Warren, Virginia**, a political subdivision of the Commonwealth of Virginia (OWNER) and **Moseley Architects** (ARCHITECT/ENGINEER). OWNER intends to utilize the ARCHITECT/ENGINEER for specific projects in the County (hereinafter referred to as the "Projects").

OWNER and ARCHITECT/ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional architectural/engineering services by ARCHITECT/ENGINEER and the payment for those services by OWNER as set forth below.

ARCHITECT/ENGINEER shall provide professional architectural/engineering services for OWNER in all phases of the Projects to which this Agreement applies, shall serve as OWNER's professional architectural/engineering representative for the Projects as set forth below and shall give professional architectural/engineering consultation and advice to OWNER during the performance of services hereunder.

SECTION 1 – BASIC SERVICES OF ARCHITECT/ENGINEER

1.1. General.

1.1.1. ARCHITECT/ENGINEER shall perform professional services as hereinafter stated which shall include customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto. ARCHITECT/ENGINEER shall perform all services hereunder: (i) expeditiously and consistent with the orderly progress of the project; (ii) in accordance with the standard of care and skill of the architectural/engineering profession existing as of the date such services are provided; (iii) in accordance with all applicable laws, codes and regulations in effect at the time the Final Design Phase is complete; and (iv) in accordance with current standard technology for accepted within the industry as of the time the Final Design Phase is complete.

1.1.2. Non-discrimination. During the performance of this Agreement, ARCHITECT/ENGINEER agrees that ARCHITECT/ENGINEER will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin except where religion, sex or national origin is

a bona fide occupational qualification reasonably necessary to the normal operation of the ARCHITECT/ENGINEER. ARCHITECT/ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provisions of this non-discrimination clause. ARCHITECT/ENGINEER, in all solicitations or advertisements for employees placed by or on behalf of ARCHITECT/ENGINEER, will state that ARCHITECT/ENGINEER is an equal opportunity employer. ARCHITECT/ENGINEER will include the provisions of this paragraph in every subcontract or purchase order of over $10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

1.1.3. Drug-free Workplace.

A. During the performance of this contract, the ARCHITECT/ENGINEER agrees to (i) provide a drug-free workplace for the ARCHITECT/ENGINEER's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the ARCHITECT/ENGINEER's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the ARCHITECT/ENGINEER that the ARCHITECT/ENGINEER maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over ten thousand dollars ($10,000), so that the provisions will be binding upon each subcontractor or vendor.

B. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to ARCHITECT/ENGINEER 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.

1.1.4. The ARCHITECT/ENGINEER agrees and represents that it does not now, nor will it during the performance of this contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

1.1.5. During the performance of this contract, the ARCHITECT/ENGINEER agrees to be authorized to transact business in the Commonwealth of Virginia as a domestic

or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia (1950), as amended, or as otherwise required by law.

1.2. Preliminary Report Phase.

After written authorization to proceed, ARCHITECT/ENGINEER shall:

1.2.1 Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.

1.2.2 Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in Paragraph 3.2, and act as OWNER's representative in connection with any such services.

1.2.3 Provide analyses of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

1.2.4 Provide a general economic analysis of OWNER's requirement applicable to various alternatives.

1.2.5 Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to OWNER and setting forth ARCHITECT's/ENGINEER's findings and recommendations with opinions of probable costs for the Project, including Construction Cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs").

1.2.6 Furnish six (6) copies of the Report and present and review it in person with OWNER.

1.3. Preliminary Design Phase.

After written authorization to proceed with the Preliminary Design Phase, ARCHITECT/ENGINEER shall:

1.3.1. In consultation with OWNER and on the basis of the accepted Preliminary Architectural/ Engineering Report, determine the extent of the Project.

1.3.2. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.

1.3.3. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.

1.3.4. Furnish six (6) copies of the above preliminary design documents and present and review them in person with OWNER.

1.3.5. Provide to OWNER for review and approval the preliminary design documents at 30% of completion, at 50% of completion and at 90% of completion.

1.4. **Final Design Phase.**

After written authorization to proceed with the Final Design Phase, ARCHITECT/ENGINEER shall:

1.4.1. On the basis of accepted preliminary design documents and the revised opinion of probable Project Costs, prepare Contract Documents to include final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications. Contract Documents shall include Drawings and Specifications, along with general and supplementary conditions and other documents identified as such in the Bidding Documents described in Paragraph 1.5.1. ARCHITECT/ENGINEER shall furnish OWNER with six (6) sets of the Drawings and Specifications.

1.4.2. Prepare in consultation with OWNER such documents and design data including, but not limited to, environmental impact statements, as may be required for ARCHITECT/ENGINEER, on behalf of OWNER, to apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and obtain such approvals by submitting appropriate materials to and negotiating with appropriate authorities. Payment to ARCHITECT/ENGINEER by OWNER for environmental impact statement, if needed, shall be negotiated before services are rendered.

1.4.3. Advise OWNER of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Costs based on the Drawings and Specifications.

1.4.4. Prepare for review and approval by and consult with OWNER, his legal counsel and other advisors to conform OWNER's standard construction contract agreement forms (Construction Contract General Conditions), and supplementary conditions for use on the Project. Prepare for review and approval by OWNER, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.4.5. Furnish six (6) copies of the above documents and present and review them in person with OWNER.

1.4.6. Provide to OWNER for review and approval the final design documents at 30% of completion, at 50% of completion and at 90% of completion.

1.5. **Bidding or Negotiating Phase.**

After written authorization to proceed with Bidding or Negotiating Phase, ARCHITECT/ENGINEER shall:

1.5.1. Prepare Bidding Documents to consist of bidding requirements, contract documents conforming to OWNER's Construction Contract General Conditions and other standard forms, Specifications and Drawings.

1.5.2. Assist OWNER in establishing a list of prospective contractors and, upon OWNER's request, assist in pre-qualifying prospective bidders in accordance with the requirements of Section 2.2-4317 of the Virginia Public Procurement Act.

1.5.3. Upon OWNER's request: procure copying and assembly of Bidding Documents for distribution to prospective bidders; distribute Bidding Documents to prospective bidders; prepare and maintain a record of distribution of Bidding Documents, receipt and returns of deposits, if applicable, and return bids. Bidder to pay ARCHITECT/ENGINEER for Contract Documents at ARCHITECT's/ENGINEER's cost plus 10% plus the cost for shipping and handling.

1.5.4. Prepare and distribute written responses to questions from prospective bidders and prepare and distribute addenda when appropriate to clarify or correct the Bidding Documents.

1.5.5. Organize and conduct pre-bid conferences and bid openings for each separate prime contract for construction, materials, equipment and services.

1.5.6. Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.

1.5.7. Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.5.8. Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.

1.5.9. Consult with OWNER to discuss ways to reduce project cost if the lowest bona fide bid received exceeds the Probable Cost.

1.6. **Construction Phase.**

During the Construction Phase ARCHITECT/ENGINEER shall:

1.6.1. Consult with and advise OWNER and act as his representative as provided in the Construction Contract General Conditions. ARCHITECT/ENGINEER shall coordinate the performance of its duties and responsibilities with the OWNER's Authorized Representative, an individual or entity to be identified in the Construction Contract. ARCHITECT/ENGINEER recognizes that ARCHITECT's/ENGINEER's authority during the Construction Phase is strictly limited as set forth herein and in the Construction Contract General Conditions. The extent and limitations of the duties, responsibilities and authority of ARCHITECT/ENGINEER are as assigned in said Construction Contract except as ARCHITECT/ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor(s) will be issued through the OWNER's Authorized Representative.

1.6.2. Make visits to the site at intervals appropriate to the various stages of construction to perform all duties and responsibilities set forth herein and observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. ARCHITECT/ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ARCHITECT/ENGINEER shall be responsible for its negligent acts and omissions, but shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ARCHITECT's/ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Documents, but ARCHITECT/ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with Contract Documents. During such visits and on the basis of on-site observations ARCHITECT/ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

1.6.3. Review and approve (or take appropriate action in respect to) Shop Drawings (as that term is defined in the Construction Contract General Conditions) and samples, the results of tests and inspections and other data which each Contractor

is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not accede to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents; maintain and make available for review and/or copying by OWNER project files including but not limited to Shop Drawings and other submittals, minutes of meetings attended by ARCHITECT/ENGINEER, correspondence, change orders, field orders and Construction Contract modifications, and other documents related to the Project.

1.6.4. Issue all instructions of OWNER to Contractor(s) when instructed to do so by OWNER's Authorized Representative; issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders for consideration by the OWNER and/or OWNER's Authorized Representative as required; prepare other change order documents within the general scope of the Construction Contract as may be required; make recommendations to OWNER on any change orders suggested by the Contractor; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make recommendations on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; but ARCHITECT/ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith and in accordance with the standard of care as set forth in Paragraph 1.1.1.

1.6.5. Based on ARCHITECT's/ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amount owing to Contractor(s) and recommend in writing payments of Contractor(s) in such amounts; such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point

indicated, that, to the best of ARCHITECT's/ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ARCHITECT/ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ARCHITECT/ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or program incident thereto or that ARCHITECT/ENGINEER has made an examination to ascertain how or for what purposes Contractor has used the monies paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.

1.6.6. Conduct an inspection to determine if the Project is substantially complete, prepare a Punch List of items to be completed, corrected, or repaired, monitor and advise OWNER on Contractor's completion of Punch List items, and conduct a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ARCHITECT/ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the limitations expressed in Paragraph 1.6.5. ARCHITECT/ENGINEER will rely upon the observations of the OWNER's Authorized Representative of work not visible at the time of the final inspection and his witnessing of any tests and equipment startups when conducting the final inspection.

1.6.7. Be responsible for its own acts and omissions, but not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s) or subcontractors' agents or employees of any other persons (except ARCHITECT's/ENGINEER's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in

Paragraphs 1.6.1. through 1.6.7., inclusive, shall be construed to release ARCHITECT/ENGINEER from liability for failure to properly perform duties undertaken by him in the Contract Documents.

1.6.8. Bear all reasonable costs incident to compliance with the requirements of this Section 1.

SECTION 2 - ADDITIONAL SERVICES FROM ENGINEER

2.1. General.

If authorized in writing by OWNER, ARCHITECT/ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services except to the extent provided otherwise in Exhibit A; these will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of wetlands (except where called for in Exhibit A); review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals or authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2. Unless reasonably necessary to perform Basic Services hereunder, services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted duties, reports, design documents or Contract Documents when such revisions are due to causes beyond ARCHITECT's/ENGINEER's control.

2.1.4. Providing renderings or model for OWNER's use.

2.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work not caused by ARCHITECT/ENGINEER.

2.1.6. Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design except as required by Paragraph 1.5.9.; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and

assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7. Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, such as consultants for asbestos, lead or hazardous materials surveys and services relating to the mitigation or removal of asbestos, lead or other hazardous materials, interior design, furniture, furnishings, communications, acoustics, kitchens and landscaping; and providing data or services of the types described in Paragraph 3.2 when OWNER authorizes ARCHITECT/ENGINEER to provide such data or services in lieu of furnishing the same in accordance with Paragraph 3.3.

2.1.8. Services resulting from the award of more separate prime contracts for construction, material, equipment or services for the Project than are contemplated by Exhibit A and services resulting from the arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER's contracts for such services.

2.1.9. Providing boundary surveys or staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.10. Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, services after the award of each contract in evaluating substitutions proposed by Contractor(s), and in making revisions to Drawings and Specifications occasioned thereby, and services resulting from significant delays, changes or price increases occurring as a direct result of material, equipment or energy shortages unless ARCHITECT/ENGINEER knew of, should have known of, or should have prevented such substitutions, revisions, delays, changes or price increases.

2.1.11. Services during out-of-town travel required of ARCHITECT/ENGINEER other than visits to the site as required by Section 1.

2.1.12. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction; (2) a significant amount of defective or neglected work by Contractor(s); (3) prolongation of the contract time of any prime contract by more than the time set forth in the bid documents when ARCHITECT/ENGINEER has not caused or contributed to such prolongation; (4)

acceleration of the progress schedule involving services beyond normal working hours when ARCHITECT/ENGINEER has not caused or contributed to such acceleration; and (5) default by Contractor(s).

2.1.13. Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.14. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services or in response to a subpoena issued on behalf of a court of competent jurisdiction).

2.1.15. Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.

2.1.16. Additional services required in connection with changes in the applicable regulations to include but not limited to Local, State, and Federal oversight agencies made after completion of extra work and cost after contract is signed and the Final Design Phase.

2.2. Resident Services During Construction.

2.2.1. In the event OWNER does not provide an OWNER's Authorized Representative, ARCHITECT/ENGINEER shall, upon written agreement with OWNER furnish a Resident Project Representative to act as directed by ARCHITECT/ENGINEER in order to assist ARCHITECT/ENGINEER in observing performance of the work of Contractor(s). Such services will be paid for by OWNER at a rate negotiated prior to the time that the Resident Project Representative is needed.

2.2.2. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, ARCHITECT/ENGINEER shall attempt to provide further protection for OWNER against defects and deficiencies in the work of Contractor(s); ARCHITECT/ENGINEER shall be responsible for the negligent acts and omissions of the Resident Project Representative, if said representative is ARCHITECT's/ENGINEER's employee or subcontractor but the furnishing of such resident Project representation will not make ARCHITECT/ENGINEER responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform their work in accordance with the Contract Documents or in accordance with standard construction practices.

SECTION 3 – OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.2. Furnish ARCHITECT/ENGINEER all available information pertinent to the Project as required by law or this Agreement including previous reports and any other data relative to design or construction of the Project.

3.3. Provide boundary surveys and easement plats to enable ARCHITECT/ENGINEER to proceed with the topographic survey of the site and location of needed improvements and to allow the OWNER to acquire easements and property.

3.4. Arrange for access to and make all provisions for ARCHITECT/ENGINEER to enter upon public and private property as required for ARCHITECT/ENGINEER to perform his services.

3.5. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ARCHITECT/ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ARCHITECT/ENGINEER.

3.6. Furnish associated fees as well as approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.7. Provide such accounting, independent cost estimating, insurance and value engineering, counseling services as may be required for the Project, such legal services as OWNER may require or ARCHITECT/ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.

3.8. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete

authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ARCHITECT's/ENGINEER's services.

3.9. Give prompt written notice to ARCHITECT/ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ARCHITECT's/ENGINEER's services, or any defect in the work of Contractor(s).

3.10. Furnish, or direct ARCHITECT/ENGINEER to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services required.

3.11. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

4.1. The contract term will be limited to one year, commencing at the date of award, or when the cumulative total project fees are reached, whichever occurs first. The total for all projects performed shall not exceed the greater of Five Hundred Thousand Dollars ($500,000) or the amount allowed under the Code of Virginia for the contract term. The project fee shall not exceed the greater of One Hundred Thousand Dollars ($100,000) or the amount allowed under the Code of Virginia for any single project.

4.2. The contract term may be renewable for up to four (4) additional one-year terms at the option of the OWNER, and upon written mutual agreement between the OWNER and the ARCHITECT/ENGINEER.

4.3. Work assignments shall be on "as needed" basis. The OWNER reserves the at all times to perform work in-house or to award projects on a competitive negotiation basis.

4.4. The provisions of this Section 4 and the various rates of compensation for ARCHITECT's/ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Projects through completion of the Construction Phase. ARCHITECT's/ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the Projects including extra work and required extensions thereto.

4.5. After acceptance by OWNER of the Preliminary Engineering Report Phase documents indicating any specified modifications or changes in the extent of the Projects desired by OWNER, and upon written authorization from OWNER, ARCHITECT/ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase and shall submit preliminary design documents and a revised opinion of probable Project Cost.

4.6. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Project Cost, indicating any specific modifications or changes in the extent of the Project desired by OWNER, and upon written authorization from OWNER, ARCHITECT/ENGINEER shall proceed with the performance of the services called for in the Final Design Phase; and shall deliver Contract Documents and a revised opinion of probable Project Cost for all work of Contractor(s) on the Projects.

4.7. ARCHITECT's/ENGINEER's services under the Study and Report Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by the OWNER, or (2) thirty (30) days after the date when such submissions are delivered to OWNER for final acceptance, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction over design criteria applicable to the Projects.

4.8. After acceptance by OWNER of the ARCHITECT's/ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Project Cost and upon written authorization to proceed, ARCHITECT/ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of the negotiations with prospective Contractor(s).

4.9. The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Projects or any part thereof, and will terminate upon written approval by ARCHITECT/ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Projects involve more than one prime contract.

4.10. If OWNER has requested significant modification or changes in the extent of any of the Projects, the time or performance of ARCHITECT's/ENGINEER's services and his various rates of compensation may be renegotiated.

4.11. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within sixty (60) calendar days after completion of the Final Design Phase, ARCHITECT/ENGINEER may, after giving seven (7) days written

notice to OWNER and if OWNER does not respond, suspend services under this Agreement.

4.12. If ARCHITECT's/ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three (3) months for reasons beyond ARCHITECT's/ENGINEER's control, ARCHITECT/ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in Paragraph 5.3.2. If such delay or suspension extends for more than one (1) year for reasons beyond ARCHITECT's/ENGINEER's control, or if ARCHITECT/ENGINEER for any reason is required to render services for more than one (1) year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement may be renegotiated.

4.13. In the event that the work designed or specified by ARCHITECT/ENGINEER is to be performed under more than one prime contract, OWNER and ARCHITECT/ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for the performance of ARCHITECT's/ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under separate contracts. This schedule is to be prepared whether or not the work under such contract is to proceed concurrently, and the provisions of Paragraph 4.4 through 4.10, inclusive, will be modified accordingly.

4.14. In the event the OWNER furnishes the OWNER's Authorized Representative.

A. GENERAL

OWNER's Authorized Representative is OWNER's Agent, will act as directed by and under the supervision of OWNER, and will confer with OWNER regarding his actions. OWNER's Authorized Representative's dealings in matters pertaining to the on-site work shall in general be only with ARCHITECT/ENGINEER and Contractor(s), and dealings with subcontractors shall only be through or with the full knowledge of Contractor(s). Written communication with OWNER will generally be through the ARCHITECT/ENGINEER. The OWNER may require copies of reports or communications be sent directly to the OWNER.

SECTION 5 - PAYMENTS TO ENGINEER

5.1. Methods of Payment for Services and Expenses of ENGINEER.

5.1.1. For Basic Services. OWNER shall pay ARCHITECT/ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit A "Fee Schedules") as detailed.

5.1.2. For Additional Services. OWNER shall pay ARCHITECT/ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1. General. For Additional Services rendered under Paragraphs 2.1.1. through 2.1.17., inclusive (except services covered by Paragraph 2.1.7. and services as a consultant or witness under Paragraph 1.1.16), on the basis of Payroll Costs for services rendered by principals and employees assigned to the Project, or as negotiated.

5.1.2.2. Special Consultants. For services and reimbursable expenses of special consultants employed by ARCHITECT/ENGINEER pursuant to Paragraph 2.1.7. or 2.1.17., the amount billed the ARCHITECT/ENGINEER therefor for services, but not for expenses. Related reimbursable expenses shall be paid for times a factor of 1.00.

5.1.2.3. Serving as a Witness. For the services by principals and employees as consultants or witnesses (other than under subpoena) in any litigation, hearing or proceeding in accordance with Paragraph 2.1.16., on the basis of payroll costs, plus expenses (and compensation for time spent in preparing to appear in any such litigation, hearing or proceeding will be on the basis as provided in Paragraph 5.1.2.1.).

5.1.2.4. Resident Project Services. For resident services during construction if furnished under Paragraph 2.2.1., on the basis of Payroll Costs or as negotiated for services rendered by principals and employees assigned to field offices in connection with resident Project representation. For Resident Project Services furnished under Paragraph 2.2.1. who are contract employees to the ARCHITECT/ENGINEER, the rate of compensation will be negotiated.

5.1.3. For Reimbursable Expenses. In addition to payments provided for in Paragraphs 5.1.1. and 5.1.2., OWNER shall pay ARCHITECT/ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.

5.1.4. The terms "Payroll Costs" and "Reimbursable Expenses" will have the meanings assigned to them in Paragraph 5.4.

5.2. **Times of Payment.**

5.2.1. ARCHITECT/ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ARCHITECT's/ENGINEER's estimate of the

proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ARCHITECT's/ENGINEER's monthly statements.

5.3. **Other Provisions Concerning Payments.**

5.3.1. If OWNER fails to make any payment due ARCHITECT/ENGINEER for services and expenses within forty-five (45) days from the receipt of ARCHITECT's/ENGINEER's bill therefore, the amounts due ARCHITECT/ENGINEER shall include a charge at the rate of 0.75% per month from said forty-fifth (45th) day, and in addition, ARCHITECT/ENGINEER may, after giving seven (7) days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

5.3.2. In the event of termination by OWNER under Paragraph 7.1. for convenience and not for cause, upon the completion of any phase of the Basic Services, progress payments due ARCHITECT/ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ARCHITECT/ENGINEER will be paid for services rendered during that phase on the basis of the percent of the work completed. In the event of any such termination, ARCHITECT/ENGINEER will be paid for all unpaid Additional Services actually performed on a percent complete basis and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses include expenses directly attributable to termination and for which ARCHITECT/ENGINEER is not otherwise compensated.

5.3.3. In the event of termination by OWNER for cause, ARCHITECT/ENGINEER shall be paid such amount as the parties may mutually agree or as otherwise may be determined through proceedings set forth in Paragraph 7.5 Disputes.

5.4. **Definitions.**

5.4.1. The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers'

compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

5.4.2. Reimbursable Expenses mean the actual expenses incurred directly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation (not to exceed the federal automobile reimbursement rate) of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, drawings, specifications, and similar Project-related items in addition to those required under Section 8; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1. **Construction Cost.**

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost of the entire Project to OWNER, but it will not include ARCHITECT/ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project. (Construction Cost is one of the items comprising Project Costs which is defined in Paragraph 1.2.5.).

6.2. **Opinions of Cost.**

6.2.1. Since ARCHITECT/ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ARCHITECT/ENGINEER cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him.

SECTION 7 - GENERAL CONSIDERATIONS

7.1. **Termination.**

7.1.1. Termination for Cause. The obligation to provide further services under this Agreement may be terminated by either party upon fifteen (15) days written notice

in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.1.2. Termination for Convenience. The obligation to provide further services under this Agreement may be terminated by OWNER for its convenience, and not for cause, upon fifteen (15) days written notice. ARCHITECT/ENGINEER shall be compensated for work performed through the date of termination, and for termination expenses, in accordance with Paragraph 5.3.2. but OWNER shall not be liable to ARCHITECT/ENGINEER for lost profit on services not performed as a result of such Termination for Convenience.

7.2. **Reuse of Documents.**

Drawings, Specifications and other documents, including electronic data, prepared by ARCHITECT/ENGINEER pursuant to this Agreement are Instruments of Service in respect of the Project. Instruments of Service are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse by or on behalf of OWNER without written verification of adaptation by ARCHITECT/ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ARCHITECT/ENGINEER. Any such verification or adaptation will entitle ARCHITECT/ENGINEER to further compensation at rates to be agreed upon by OWNER and ARCHITECT/ENGINEER. OWNER may reproduce and use the Instruments of Service solely for the purpose of constructing, using and maintaining the Project and for administering all contracts relating to the Project. In the event of a Termination of the Agreement for cause, OWNER shall retain the right to utilize the Instruments of Service to complete, use and maintain the Project, but not for use on any other Project. If termination occurs, ARCHITECT/ENGINEER will not be required to seal incomplete work.

7.3. **Controlling Law.**

This Agreement is to be governed by the Law of the Commonwealth of Virginia in accordance with the laws, ordinances, regulations, permits and resolutions of the County of Warren, Virginia.

7.4. **Successors and Assigns.**

7.4.1. OWNER and ARCHITECT/ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators,

assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

7.4.2. Neither OWNER nor ARCHITECT/ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except as stated in Paragraph 7.4.1. and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ARCHITECT/ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate, and to which OWNER has no reasonable objection, to assist him in the performance of services hereunder.

7.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ARCHITECT/ENGINEER.

7.5. Disputes.

7.5.1. Mediation. The parties may by mutual consent endeavor to settle disputes by mediation in accordance with Construction Industry Mediation Rules of the American Arbitration Association currently in effect or as the parties may mutually agree. Mediation shall not operate to toll or otherwise suspend or extend any applicable statute of limitations absent a written agreement by the parties to do so.

7.5.2. Litigation. All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof shall be instituted in the Warren County Circuit Court.

7.6. Insurance.

ARCHITECT/ENGINEER shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable. Such professional liability insurance will provide for coverage in the amount of one (1) million dollars ($1,000,000.00); shall name the OWNER as an additional insured; and shall be effective through the date of the end of the Project. Certificates of such insurance shall be delivered to OWNER upon execution of this Agreement.

SECTION 8 - ELECTRONIC DOCUMENTS

8.1. In accepting and utilizing any drawings, reports, and data on any form of electronic media generated and furnished by the ARCHITECT/ENGINEER, the OWNER agrees that all such electronic files are Instruments of Service of the ARCHITECT/ENGINEER, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project as provided herein. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the ARCHITECT/ENGINEER. The OWNER and the ARCHITECT/ENGINEER agree that any electronic files furnished by either party shall conform to the ARCHITECT's/ENGINEER's standard specifications so long as such electronic files are compatible with and usable by OWNER's computer system. Any changes to the electronic specifications by either the OWNER or the ARCHITECT/ENGINEER are subject to review and acceptance by the other party. Additional services by the ARCHITECT/ENGINEER made necessary by OWNER's unauthorized changes to the electronic file specifications shall be compensated for as Additional Services. Electronic files furnished by either party shall be subject to an acceptance period of ten (10) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy Construction Documents. In the event of a conflict between the signed Construction Documents prepared by the ARCHITECT/ENGINEER and electronic files, the signed or sealed hard-copy construction documents shall govern.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the ARCHITECT/ENGINEER, and the ARCHITECT/ENGINEER makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the ARCHITECT/ENGINEER be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

SECTION 9 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

9.1. The following Exhibits are attached to and made a part this Agreement:

9.1.1. Exhibit A "Fee Schedules"

In the event of any conflict between the provisions contained herein and Exhibit A, the provisions of the document deemed by OWNER to be most favorable to OWNER shall prevail.

9.1.2. This Agreement (consisting of Pages 1 to 22 inclusive), together with the Exhibits and schedules identified above constitute the entire agreement between the OWNER and the ARCHITECT/ENGINEER and supersede all prior written or oral understandings. This AGREEMENT and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

(SEAL)

Attest: Brandy L Rosser

Type Name: Brandy Rosser

Title: Grants Coordinator

County of Warren, Virginia

By:

Type Name: Douglas P. Stanley

Title: County Administrator

Date: January 11, 2017

(SEAL)

Attest: Pamela T Edwards

Type Name: Pamela T. Edwards

Title: Administrative Manager

Moseley Architects:

By:

Type Name: Anthony T. Bellitt

Title: VICE PRESIDENT

Date: January 6, 2017

Approved as to form:

Dan N. Whitten
County Attorney

MOSELEYARCHITECTS

3200 Norfolk Street
Richmond, VA 23230
P: (804) 794-7555

December 19, 2016

RE: Architectural, Interior Design and Engineering Services Annual Term Contract RFP
County of Warren, VA

Ms. Brandy Rosser
Grants and Special Projects Coordinator
County of Warren
220 North Commerce Avenue, Suite 100
Front Royal, Virginia 22630

Dear Ms. Rosser:

In accordance with your request with regard to the above referenced RFP, we are pleased to provide our schedule of hourly rates for Moseley Architects and the firms listed below.

- Pennoni will provide civil engineering services as a consultant to Moseley Architects.
- Downey & Scott will provide construction cost estimating and commissioning services.
- Marsh & Legge will provide surveying services.
- ECS Mid-Atlantic will provide geotechnical, special inspection, and materials testing services.
- Foodservices Consultants Studio will provide food service design services.

We appreciate being selected for the Term Contract and the opportunity to be of further service to Warren County.

Sincerely,

Anthony J. Bell III, AIA
Vice President

MOSELEYARCHITECTS

ARCHITECTURE • ENGINEERING • PLANNING • INTERIOR DESIGN • CONSTRUCTION SERVICES

SCHEDULE OF HOURLY BILLING RATES
CALENDAR YEAR 2017

Principals	$205.00
Architects	
Senior Project Manager	181.00
Project Manager	141.00
Architect	136.00
Architectural Designer	89.00
Security and Detention Design	
Security Design Specialist	170.00
Engineering Director	205.00
Mechanical/Electrical/Plumbing/Engineering	
Senior Engineer	158.00
Engineer/Designer	129.00
Intern Technician	89.00
Structural Engineering	
Senior Engineer	141.00
Engineer/Designer	118.00
Intern Technician	89.00
Corrections Planner	$205.00
Criminal Justice Consultant	$154.00
Construction Administration	
Construction Administrator	$136.00
Specification Writer	$136.00
Sustainability Planning	
Sustainability Planning Director	158.00
Energy Analyst	132.00
Sustainability Coordinator	118.00
Interior Design	
Interior Designer	89.00
Administrative	$63.00

Rates are subject to change on January 1 of each year.

Attachment B

Pennoni Associates, Inc.
Hourly Rate Schedule – Winchester
Effective July 1, 2016

These rates remain in effect through July 2017, after which time they may be adjusted to reflect current labor and overhead costs.

Category	Hourly Rate
Regional Vice President, Vice President	$205.00
Principal Engineer, Principal Surveyor, Principal Landscape Architect	$185.00
Senior Engineer III, Senior Landscape Architect	$165.00
Senior Engineer II	$140.00
Senior Surveyor	$125.00
Senior Project Engineer, Senior Project Landscape Architect	$110.00
Project Engineer, Project Surveyor, Project Landscape Architect	$90.00
Staff Engineer, Staff Landscape Architect	$85.00
Associate Engineer	$85.00
Engineering Designer, Graduate Engineer, Senior Survey Technician	$75.00
Survey Technician, Engineering Technician	$65.00
Clerical	$75.00
Field Survey Party:	$150.00
Reimbursable Expenses:	
External Printing, photo-reproduction, courier, overnight deliveries, etc.	Cost + 10%
Consultants Hourly Rate	Cost + 10%
Mileage – charged at the currently allowable IRS rate	
Internal Printing Services:	
Bond – B/W	$0.20 / sq ft
Mylar	$1.50 / sq ft
Color Bond	$1.00 / sq ft
Per Diem:	
Meals – charge per day per person	$35.00
Lodging	Cost + 10%

Normal hourly rates do not apply to overtime. Court related services or expert research, preparation and testimony are billed at two times the above rates.

DOWNEY & SCOTT, LLC
Construction Management Consulting Services

6799 Kennedy Road Unit F, Warrenton Virginia 20187
Phone (540) 347-5001, fax (540) 347-5021
www.downeyscott.com

Warren County, Virginia
2017 Term Rates

12/19/2016

Moseley Architects
3200 Norfolk Street
Richmond, Virginia 23230

Attention: Tony Bell, AIA - Vice President
Re: Rates for Professional Services
Via: Email: tbell@moseleyarchitects.com

Dear Tony:

As a follow-up to your request, I am pleased to submit the following fee for the subject project.

A. Scope of Services: 2017 Rates to provide professional Cost Engineering services and/or Value Engineering.

B. Fees: Refer to the following table:

	Principal		Senior Cost Engineer		Arch / Struct Cost Engineer		Mechanical Cost Engineer		Electrical Cost Engineer		Civil Cost Engineer		Technician	
Pre Construction Services: Cost Estimating	$128.00	per hour	$118.00	per hour	$105.00	per hour	$105.00	per hour	$105.00	per hour	$105.00	per hour	$78.00	per hour
	Principal		CVS Facilitator		AVS Cost Engineer		Mechanical Engineer		Electrical Engineer		Civil / Structural Engineer		Technician	
Value Engineering: Participant List	$128.00	per hour	$165.00	per hour	$126.00	per hour	$150.00	per hour	$150.00	per hour	$150.00	per hour	$78.00	per hour

We appreciate the opportunity to work with you once again. Please do not hesitate to call if you need further assistance.

Sincerely,

Don 'D' Daigle, CPE, AVS

Don 'D' Daigle, CPE, AVS
Downey & Scott, LLC
Vice President

File

MARSH & LEGGE LAND SURVEYORS, P.L.C.
560 North Loudoun Street, Winchester, VA 22601 ■ 540-667-0468 ■ Fax: 540-667-0469 ■ E-mail: office@marshandlegge.com

PROFESSIONAL FEE SCHEDULE

1.	Land Surveyor	$ 95.00 per hour
2.	A. Soil Scientist	$ 95.00 per hour
	B. Two-Man Soil Evaluation Crew	$150.00 per hour
3.	Senior Project Manager, Surveyor (L.S.), Land Planner	$120.00 per hour
4.	AutoCAD Draftsman (Senior Grade)	$ 65.00 per hour
5.	Survey Technician	
	A. Senior Grade	$ 65.00 per hour
	B. Research Specialist	$ 50.00 per hour
	C. Junior Grade	$ 50.00 per hour
6.	GIS Technician	$ 75.00 per hour
7.	Field Coordinator	$ 65.00 per hour
8.	Field Surveyors	
	A. Three-Man Crew	$125.00 per hour
	B. Two-Man Crew	$105.00 per hour
	C. RTK GPS (one-man crew)	$ 95.00 per hour
	D. RTK GPS (two-man crew)	$120.00 per hour
9.	Court Testimony (Trial or Deposition)	$ 95.00 per hour
10.	Printing Costs (Black Line Prints)	$ 3.00 per sheet for 24" x 36" $ 2.50 per sheet for 18" x 24" $ 7.50 per sheet for 24" x 36" (color)
11.	Clerical	$ 40.00 per hour

2016

ECS

Warren County RFP Rate Sheet (December 2016 for Moseley Architects)

GEOTECHNICAL/ENVIRONMENTAL	UNIT RATE PROPOSED	OT RATE (if applicable)
1. Principal	$175.00	
2. Senior Project Engineer/Geologist	$150.00	
3. Project Engineer/Geologist	$125.00	
4. Project Manager	$110.00	
5. CAD Drafter	$90.00	
6. Administrative Support	$50.00	

FIELD SERVICES	UNIT RATE PROPOSED	OT RATE (if applicable)
1. Certified Engineering Technician	$38.00	$57.00
2. Assistant Technician (regular time)	$35.00	$52.50
3. Certified Structural Steel Technician	$85.00	$127.50
4. Certified Fireproofing Technician	$75.00	$112.50
5. Certified Roofing/EIFS/Waterproofing Technician	$75.00	$112.50
6. Certified FF/FL Technician	$75.00	$112.50

LABORATORY and RELATED SERVICES	UNIT RATE PROPOSED	OT RATE (if applicable)
1. Compressive strength testing, curing & disposal of concrete cylinders	$12.00	
2. Compressive strength testing of 3 ½ x 3 ½ x 7 grout prisms	$18.00	
3. Compressive strength testing of 3x6 mortar cylinders	$18.00	
4. Standard Proctor Moisture Density Relationships ASTM D-698	$130.00	
5. Atterberg Limits Tests	$75.00	
6. Washed Sieve Analyses	$75.00	
7. CBR Tests (includes Proctor, Limits and Sieve)	$500.00	
8. Density Tests on Fireproofing Materials	$50.00	
9. Sample Pick-up (concrete cylinders)	$50.00	

Foodservice Consultants Studio

Solutions for the Culinary Arts

HOURLY RATES (effective July 1, 2016) – includes reimbursables for projects local to Central/Northern/Eastern Virginia

Principal in Charge	$175
Project Manager	$125
CAD	$95
Administrative	$60

3420 Pump Road, #158, Henrico, VA 23233 Phone/FAX (804) 550-2090 www.FoodserviceStudio.com

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
January 19, 2021	J-4	Amendment to Professional Services Annual Term Contract with Frazier Associates	1 of 1

EXPLANATION & SUMMARY:

After issuing a Request for Proposals for architectural services, on January 9, 2017, Warren County entered an annual term contract with Frazier Associates to provide architectural services. It was the County's intention to assign individual projects to Frazier Associates on an as-needed basis.

The contract term commenced on January 9, 2017 and expired on January 8, 2018 and has been extended for three (3) one (1) year terms. The County would like to extend the contract for an additional year, and the amendment to the original contract will allow the new one-year term contract to commence on January 9, 2021 and to expire on January 8, 2022. The contract will not have any additional one (1) year renewals.

The hourly rates during the renewal term for the architectural services provided by Frazier Associates have increased slightly and are attached hereto as Exhibit "A".

This item was discussed at the Board of Supervisors Work Session on January 12, 2021.

COST & FINANCING:

N/A

CONSENT AGENDA MOTION:

I move the Board of Supervisors authorize the County Administrator to execute a contract amendment to the annual term contract with Frazier Associates to provide architectural services for an additional one year period from January 9, 2021 to January 8, 2022.

ALTERNATIVE MOTIONS:

I move the Board of Supervisors not authorize the County Administrator to execute a contract amendment to the annual term contract with Frazier Associates to provide architectural services for an additional one year period from January 9, 2021 to January 8, 2022.

OR

I move that the Board of Supervisors postpone this item for further discussion until _____.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Caitlin Jordan, Senior Assistant County Attorney		

AMENDMENT 04
TO THE AGREEMENT BETWEEN
THE COUNTY OF WARREN, VIRGINIA
AND FRAZIER ASSOCIATES
FOR PROFESSIONAL SERVICES

THIS AMENDMENT (hereinafter the "Amendment") **is** dated this _____ day of _____, 2021, by and between the County of Warren, Virginia, a political subdivision of the Commonwealth of Virginia (hereinafter the "Owner"), and Frazier Associates (hereinafter the "Architect")

WITNESSETH:

WHEREAS, the Owner and the Architect executed an agreement for professional services on January 9, 2017 (hereinafter the "Agreement"); and

WHEREAS, the Agreement was in effect for a term for one (1) year from January 9, 2017 through January 8, 2018; and

WHEREAS, the Agreement has been extended for three (3) one (1) year terms from January 9, 2018 through January 8, 2021; and

WHEREAS, the Agreement may be extended for one (1) additional one (1) year term at the option of the Owner; and

WHEREAS, the Owner and Architect both desire to extend the Agreement for an additional term of one (1) year; and

WHEREAS, the Agreement may not be extended for any additional; and

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, the parties hereto mutually covenant and agree as follows:

1) Contract Term – The Agreement shall be extended for an additional term of one (1) year to be effective January 9, 2021 and to extend (unless terminated in accordance with the terms of the Agreement) until January 8, 2022 (hereinafter the "Contract Term").
2) Renewal - The Contract Term is not renewable for any additional (1) year terms at the expiration of this Amendment.
3) Rates – The hourly rates for the Contract Term are attached hereto as Exhibit "A".
4) Other Terms of the Agreement – All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereafter have made and executed this Amendment to the Agreement the day and year first written above.

(SEAL) **County of Warren, Virginia**

Attest: _____ By: _____

Type Name: _____ Type Name: _____

Title: _____ Title: _____

Date: _____

(SEAL) **Frazier Associates**

Attest: _____ By: _____

Type Name: _____ Type Name: _____

Title: _____ Title: _____

Date: _____

Approved as to form:

_____
Caitlin W. Jordan
Senior Assistant County Attorney

Exhibit A

Frazier Associates

STANDARD BILLING RATES

1. Frazier Associates direct personnel expenses shall be billed at the following rates:

   $175.00/hour – Principal Architect
   $95.00/hour – Principal Architectural Historian
   $140.00/hour – Senior Architect
   $125.00/hour – Architect
   $125.00/hour – Senior Graphic Designer
   $115.00/hour - Architectural Designer/Illustrator
   $115.00/hour – Interior Designer
   $90.00/hour – Researcher/Writer/Proofer
   $55.00/hour - Clerical Support

2. Reimbursable Expenses shall be billed at cost plus 15% and shall include the following:

   a. Cost of printing or duplication of drawings, specifications, reports, studies, forms, and cost estimates.

   b. Lodging, subsistence, and out-of-pocket expenses for authorized travel in conjunction with the contract.

   c. Travel at $0.55/mile, plus tolls and parking if by personal auto or cost of travel by other means such as airlines, train, bus, or rented car.

   d. Cost of photography, special process printing, special renderings, specially printed reports or publications, maps, models, and delivery charges.

   e. Postage and delivery charges.

   f. Professional consultants retained with client approval.

Rates effective January 2021

AGREEMENT BETWEEN
THE COUNTY OF WARREN, VIRGINIA
AND FRAZIER ASSOCIATES
FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 9 day of JANUARY, 2017, (hereinafter referred to as the "Agreement") between the **County of Warren, Virginia**, a political subdivision of the Commonwealth of Virginia (OWNER) and **Frazier Associates** (ARCHITECT/ENGINEER). OWNER intends to utilize the ARCHITECT/ENGINEER for specific projects in the County (hereinafter referred to as the "Projects").

OWNER and ARCHITECT/ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional architectural/engineering services by ARCHITECT/ENGINEER and the payment for those services by OWNER as set forth below.

ARCHITECT/ENGINEER shall provide professional architectural/engineering services for OWNER in all phases of the Projects to which this Agreement applies, shall serve as OWNER's professional architectural/engineering representative for the Projects as set forth below and shall give professional architectural/engineering consultation and advice to OWNER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF ARCHITECT/ENGINEER

1.1. General.

1.1.1. ARCHITECT/ENGINEER shall perform professional services as hereinafter stated which shall include customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto. ARCHITECT/ENGINEER shall perform all services hereunder: (i) expeditiously and consistent with the orderly progress of the project; (ii) in accordance with the standard of care and skill of the architectural/engineering profession existing as of the date such services are provided; (iii) in accordance with all applicable laws, codes and regulations in effect at the time the Final Design Phase is complete; and (iv) in accordance with current standard technology for accepted within the industry as of the time the Final Design Phase is complete.

1.1.2. Non-discrimination. During the performance of this Agreement, ARCHITECT/ENGINEER agrees that ARCHITECT/ENGINEER will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin except where religion, sex or national origin is

a bona fide occupational qualification reasonably necessary to the normal operation of the ARCHITECT/ENGINEER. ARCHITECT/ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provisions of this non-discrimination clause. ARCHITECT/ENGINEER, in all solicitations or advertisements for employees placed by or on behalf of ARCHITECT/ENGINEER, will state that ARCHITECT/ENGINEER is an equal opportunity employer. ARCHITECT/ENGINEER will include the provisions of this paragraph in every subcontract or purchase order of over $10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

1.1.3. Drug-free Workplace.

A. During the performance of this contract, the ARCHITECT/ENGINEER agrees to (i) provide a drug-free workplace for the ARCHITECT/ENGINEER's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the ARCHITECT/ENGINEER's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the ARCHITECT/ENGINEER that the ARCHITECT/ENGINEER maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over ten thousand dollars ($10,000), so that the provisions will be binding upon each subcontractor or vendor.

B. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to ARCHITECT/ENGINEER 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.

1.1.4. The ARCHITECT/ENGINEER agrees and represents that it does not now, nor will it during the performance of this contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

1.1.5. During the performance of this contract, the ARCHITECT/ENGINEER agrees to be authorized to transact business in the Commonwealth of Virginia as a domestic

or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia (1950), as amended, or as otherwise required by law.

1.2. Preliminary Report Phase.

After written authorization to proceed, ARCHITECT/ENGINEER shall:

1.2.1 Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.

1.2.2 Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in Paragraph 3.2, and act as OWNER's representative in connection with any such services.

1.2.3 Provide analyses of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

1.2.4 Provide a general economic analysis of OWNER's requirement applicable to various alternatives.

1.2.5 Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to OWNER and setting forth ARCHITECT's/ENGINEER's findings and recommendations with opinions of probable costs for the Project, including Construction Cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs").

1.2.6 Furnish six (6) copies of the Report and present and review it in person with OWNER.

1.3. Preliminary Design Phase.

After written authorization to proceed with the Preliminary Design Phase, ARCHITECT/ENGINEER shall:

1.3.1. In consultation with OWNER and on the basis of the accepted Preliminary Architectural/ Engineering Report, determine the extent of the Project.

1.3.2. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.

1.3.3. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.

1.3.4. Furnish six (6) copies of the above preliminary design documents and present and review them in person with OWNER.

1.3.5. Provide to OWNER for review and approval the preliminary design documents at 30% of completion, at 50% of completion and at 90% of completion.

1.4. **Final Design Phase.**

After written authorization to proceed with the Final Design Phase, ARCHITECT/ENGINEER shall:

1.4.1. On the basis of accepted preliminary design documents and the revised opinion of probable Project Costs, prepare Contract Documents to include final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications. Contract Documents shall include Drawings and Specifications, along with general and supplementary conditions and other documents identified as such in the Bidding Documents described in Paragraph 1.5.1. ARCHITECT/ENGINEER shall furnish OWNER with six (6) sets of the Drawings and Specifications.

1.4.2. Prepare in consultation with OWNER such documents and design data including, but not limited to, environmental impact statements, as may be required for ARCHITECT/ENGINEER, on behalf of OWNER, to apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and obtain such approvals by submitting appropriate materials to and negotiating with appropriate authorities. Payment to ARCHITECT/ENGINEER by OWNER for environmental impact statement, if needed, shall be negotiated before services are rendered.

1.4.3. Advise OWNER of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Costs based on the Drawings and Specifications.

1.4.4. Prepare for review and approval by and consult with OWNER, his legal counsel and other advisors to conform OWNER's standard construction contract agreement forms (Construction Contract General Conditions), and supplementary conditions for use on the Project. Prepare for review and approval by OWNER, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.4.5. Furnish six (6) copies of the above documents and present and review them in person with OWNER.

1.4.6. Provide to OWNER for review and approval the final design documents at 30% of completion, at 50% of completion and at 90% of completion.

1.5. **Bidding or Negotiating Phase.**

After written authorization to proceed with Bidding or Negotiating Phase, ARCHITECT/ENGINEER shall:

1.5.1. Prepare Bidding Documents to consist of bidding requirements, contract documents conforming to OWNER's Construction Contract General Conditions and other standard forms, Specifications and Drawings.

1.5.2. Assist OWNER in establishing a list of prospective contractors and, upon OWNER's request, assist in pre-qualifying prospective bidders in accordance with the requirements of Section 2.2-4317 of the Virginia Public Procurement Act.

1.5.3. Upon OWNER's request: procure copying and assembly of Bidding Documents for distribution to prospective bidders; distribute Bidding Documents to prospective bidders; prepare and maintain a record of distribution of Bidding Documents, receipt and returns of deposits, if applicable, and return bids. Bidder to pay ARCHITECT/ENGINEER for Contract Documents at ARCHITECT's/ENGINEER's cost plus 10% plus the cost for shipping and handling.

1.5.4. Prepare and distribute written responses to questions from prospective bidders and prepare and distribute addenda when appropriate to clarify or correct the Bidding Documents.

1.5.5. Organize and conduct pre-bid conferences and bid openings for each separate prime contract for construction, materials, equipment and services.

1.5.6. Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.

1.5.7. Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.5.8. Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.

1.5.9. Consult with OWNER to discuss ways to reduce project cost if the lowest bona fide bid received exceeds the Probable Cost.

1.6. **Construction Phase.**

During the Construction Phase ARCHITECT/ENGINEER shall:

1.6.1. Consult with and advise OWNER and act as his representative as provided in the Construction Contract General Conditions. ARCHITECT/ENGINEER shall coordinate the performance of its duties and responsibilities with the OWNER's Authorized Representative, an individual or entity to be identified in the Construction Contract. ARCHITECT/ENGINEER recognizes that ARCHITECT's/ENGINEER's authority during the Construction Phase is strictly limited as set forth herein and in the Construction Contract General Conditions. The extent and limitations of the duties, responsibilities and authority of ARCHITECT/ENGINEER are as assigned in said Construction Contract except as ARCHITECT/ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor(s) will be issued through the OWNER's Authorized Representative.

1.6.2. Make visits to the site at intervals appropriate to the various stages of construction to perform all duties and responsibilities set forth herein and observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. ARCHITECT/ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ARCHITECT/ENGINEER shall be responsible for its negligent acts and omissions, but shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ARCHITECT's/ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Documents, but ARCHITECT/ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with Contract Documents. During such visits and on the basis of on-site observations ARCHITECT/ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

1.6.3. Review and approve (or take appropriate action in respect to) Shop Drawings (as that term is defined in the Construction Contract General Conditions) and samples, the results of tests and inspections and other data which each Contractor

is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not accede to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents; maintain and make available for review and/or copying by OWNER project files including but not limited to Shop Drawings and other submittals, minutes of meetings attended by ARCHITECT/ENGINEER, correspondence, change orders, field orders and Construction Contract modifications, and other documents related to the Project.

1.6.4. Issue all instructions of OWNER to Contractor(s) when instructed to do so by OWNER's Authorized Representative; issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders for consideration by the OWNER and/or OWNER's Authorized Representative as required; prepare other change order documents within the general scope of the Construction Contract as may be required; make recommendations to OWNER on any change orders suggested by the Contractor; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make recommendations on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; but ARCHITECT/ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith and in accordance with the standard of care as set forth in Paragraph 1.1.1.

1.6.5. Based on ARCHITECT's/ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amount owing to Contractor(s) and recommend in writing payments of Contractor(s) in such amounts; such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point

indicated, that, to the best of ARCHITECT's/ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ARCHITECT/ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ARCHITECT/ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or program incident thereto or that ARCHITECT/ENGINEER has made an examination to ascertain how or for what purposes Contractor has used the monies paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.

1.6.6. Conduct an inspection to determine if the Project is substantially complete, prepare a Punch List of items to be completed, corrected, or repaired, monitor and advise OWNER on Contractor's completion of Punch List items, and conduct a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ARCHITECT/ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the limitations expressed in Paragraph 1.6.5. ARCHITECT/ENGINEER will rely upon the observations of the OWNER's Authorized Representative of work not visible at the time of the final inspection and his witnessing of any tests and equipment startups when conducting the final inspection.

1.6.7. Be responsible for its own acts and omissions, but not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s) or subcontractors' agents or employees of any other persons (except ARCHITECT's/ENGINEER's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in

Paragraphs 1.6.1. through 1.6.7., inclusive, shall be construed to release ARCHITECT/ENGINEER from liability for failure to properly perform duties undertaken by him in the Contract Documents.

1.6.8. Bear all reasonable costs incident to compliance with the requirements of this Section 1.

SECTION 2 - ADDITIONAL SERVICES FROM ENGINEER

2.1. General.

If authorized in writing by OWNER, ARCHITECT/ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services except to the extent provided otherwise in Exhibit A; these will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of wetlands (except where called for in Exhibit A); review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals or authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2. Unless reasonably necessary to perform Basic Services hereunder, services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted duties, reports, design documents or Contract Documents when such revisions are due to causes beyond ARCHITECT's/ENGINEER's control.

2.1.4. Providing renderings or model for OWNER's use.

2.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work not caused by ARCHITECT/ENGINEER.

2.1.6. Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design except as required by Paragraph 1.5.9.; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and

assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7. Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, such as consultants for asbestos, lead or hazardous materials surveys and services relating to the mitigation or removal of asbestos, lead or other hazardous materials, interior design, furniture, furnishings, communications, acoustics, kitchens and landscaping; and providing data or services of the types described in Paragraph 3.2 when OWNER authorizes ARCHITECT/ENGINEER to provide such data or services in lieu of furnishing the same in accordance with Paragraph 3.3.

2.1.8. Services resulting from the award of more separate prime contracts for construction, material, equipment or services for the Project than are contemplated by Exhibit A and services resulting from the arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER's contracts for such services.

2.1.9. Providing boundary surveys or staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.10. Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, services after the award of each contract in evaluating substitutions proposed by Contractor(s), and in making revisions to Drawings and Specifications occasioned thereby, and services resulting from significant delays, changes or price increases occurring as a direct result of material, equipment or energy shortages unless ARCHITECT/ENGINEER knew of, should have known of, or should have prevented such substitutions, revisions, delays, changes or price increases.

2.1.11. Services during out-of-town travel required of ARCHITECT/ENGINEER other than visits to the site as required by Section 1.

2.1.12. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction; (2) a significant amount of defective or neglected work by Contractor(s); (3) prolongation of the contract time of any prime contract by more than the time set forth in the bid documents when ARCHITECT/ENGINEER has not caused or contributed to such prolongation; (4)

acceleration of the progress schedule involving services beyond normal working hours when ARCHITECT/ENGINEER has not caused or contributed to such acceleration; and (5) default by Contractor(s).

2.1.13. Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.14. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services or in response to a subpoena issued on behalf of a court of competent jurisdiction).

2.1.15. Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.

2.1.16. Additional services required in connection with changes in the applicable regulations to include but not limited to Local, State, and Federal oversight agencies made after completion of extra work and cost after contract is signed and the Final Design Phase.

2.2. Resident Services During Construction.

2.2.1. In the event OWNER does not provide an OWNER's Authorized Representative, ARCHITECT/ENGINEER shall, upon written agreement with OWNER furnish a Resident Project Representative to act as directed by ARCHITECT/ENGINEER in order to assist ARCHITECT/ENGINEER in observing performance of the work of Contractor(s). Such services will be paid for by OWNER at a rate negotiated prior to the time that the Resident Project Representative is needed.

2.2.2. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, ARCHITECT/ENGINEER shall attempt to provide further protection for OWNER against defects and deficiencies in the work of Contractor(s); ARCHITECT/ENGINEER shall be responsible for the negligent acts and omissions of the Resident Project Representative, if said representative is ARCHITECT's/ENGINEER's employee or subcontractor but the furnishing of such resident Project representation will not make ARCHITECT/ENGINEER responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform their work in accordance with the Contract Documents or in accordance with standard construction practices.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.2. Furnish ARCHITECT/ENGINEER all available information pertinent to the Project as required by law or this Agreement including previous reports and any other data relative to design or construction of the Project.

3.3. Provide boundary surveys and easement plats to enable ARCHITECT/ENGINEER to proceed with the topographic survey of the site and location of needed improvements and to allow the OWNER to acquire easements and property.

3.4. Arrange for access to and make all provisions for ARCHITECT/ENGINEER to enter upon public and private property as required for ARCHITECT/ENGINEER to perform his services.

3.5. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ARCHITECT/ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ARCHITECT/ENGINEER.

3.6. Furnish associated fees as well as approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.7. Provide such accounting, independent cost estimating, insurance and value engineering, counseling services as may be required for the Project, such legal services as OWNER may require or ARCHITECT/ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.

3.8. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete

authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ARCHITECT's/ENGINEER's services.

3.9. Give prompt written notice to ARCHITECT/ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ARCHITECT's/ENGINEER's services, or any defect in the work of Contractor(s).

3.10. Furnish, or direct ARCHITECT/ENGINEER to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services required.

3.11. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

4.1. The contract term will be limited to one year, commencing at the date of award, or when the cumulative total project fees are reached, whichever occurs first. The total for all projects performed shall not exceed the greater of Five Hundred Thousand Dollars ($500,000) or the amount allowed under the Code of Virginia for the contract term. The project fee shall not exceed the greater of One Hundred Thousand Dollars ($100,000) or the amount allowed under the Code of Virginia for any single project.

4.2. The contract term may be renewable for up to four (4) additional one-year terms at the option of the OWNER, and upon written mutual agreement between the OWNER and the ARCHITECT/ENGINEER.

4.3. Work assignments shall be on "as needed" basis. The OWNER reserves the at all times to perform work in-house or to award projects on a competitive negotiation basis.

4.4. The provisions of this Section 4 and the various rates of compensation for ARCHITECT's/ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Projects through completion of the Construction Phase. ARCHITECT's/ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the Projects including extra work and required extensions thereto.

4.5. After acceptance by OWNER of the Preliminary Engineering Report Phase documents indicating any specified modifications or changes in the extent of the Projects desired by OWNER, and upon written authorization from OWNER, ARCHITECT/ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase and shall submit preliminary design documents and a revised opinion of probable Project Cost.

4.6. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Project Cost, indicating any specific modifications or changes in the extent of the Project desired by OWNER, and upon written authorization from OWNER, ARCHITECT/ENGINEER shall proceed with the performance of the services called for in the Final Design Phase; and shall deliver Contract Documents and a revised opinion of probable Project Cost for all work of Contractor(s) on the Projects.

4.7. ARCHITECT's/ENGINEER's services under the Study and Report Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by the OWNER, or (2) thirty (30) days after the date when such submissions are delivered to OWNER for final acceptance, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction over design criteria applicable to the Projects.

4.8. After acceptance by OWNER of the ARCHITECT's/ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Project Cost and upon written authorization to proceed, ARCHITECT/ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of the negotiations with prospective Contractor(s).

4.9. The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Projects or any part thereof, and will terminate upon written approval by ARCHITECT/ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Projects involve more than one prime contract.

4.10. If OWNER has requested significant modification or changes in the extent of any of the Projects, the time or performance of ARCHITECT's/ENGINEER's services and his various rates of compensation may be renegotiated.

4.11. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within sixty (60) calendar days after completion of the Final Design Phase, ARCHITECT/ENGINEER may, after giving seven (7) days written

notice to OWNER and if OWNER does not respond, suspend services under this Agreement.

4.12. If ARCHITECT's/ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three (3) months for reasons beyond ARCHITECT's/ENGINEER's control, ARCHITECT/ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in Paragraph 5.3.2. If such delay or suspension extends for more than one (1) year for reasons beyond ARCHITECT's/ENGINEER's control, or if ARCHITECT/ENGINEER for any reason is required to render services for more than one (1) year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement may be renegotiated.

4.13. In the event that the work designed or specified by ARCHITECT/ENGINEER is to be performed under more than one prime contract, OWNER and ARCHITECT/ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for the performance of ARCHITECT's/ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under separate contracts. This schedule is to be prepared whether or not the work under such contract is to proceed concurrently, and the provisions of Paragraph 4.4 through 4.10, inclusive, will be modified accordingly.

4.14. In the event the OWNER furnishes the OWNER's Authorized Representative.

A. GENERAL

OWNER's Authorized Representative is OWNER's Agent, will act as directed by and under the supervision of OWNER, and will confer with OWNER regarding his actions. OWNER's Authorized Representative's dealings in matters pertaining to the on-site work shall in general be only with ARCHITECT/ENGINEER and Contractor(s), and dealings with subcontractors shall only be through or with the full knowledge of Contractor(s). Written communication with OWNER will generally be through the ARCHITECT/ENGINEER. The OWNER may require copies of reports or communications be sent directly to the OWNER.

SECTION 5 - PAYMENTS TO ENGINEER

5.1. **Methods of Payment for Services and Expenses of ENGINEER.**

5.1.1. For Basic Services. OWNER shall pay ARCHITECT/ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit A "Fee Schedules") as detailed.

5.1.2. For Additional Services. OWNER shall pay ARCHITECT/ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1. General. For Additional Services rendered under Paragraphs 2.1.1. through 2.1.17., inclusive (except services covered by Paragraph 2.1.7. and services as a consultant or witness under Paragraph 1.1.16), on the basis of Payroll Costs for services rendered by principals and employees assigned to the Project, or as negotiated.

5.1.2.2. Special Consultants. For services and reimbursable expenses of special consultants employed by ARCHITECT/ENGINEER pursuant to Paragraph 2.1.7. or 2.1.17., the amount billed the ARCHITECT/ENGINEER therefor for services, but not for expenses. Related reimbursable expenses shall be paid for times a factor of 1.00.

5.1.2.3. Serving as a Witness. For the services by principals and employees as consultants or witnesses (other than under subpoena) in any litigation, hearing or proceeding in accordance with Paragraph 2.1.16., on the basis of payroll costs, plus expenses (and compensation for time spent in preparing to appear in any such litigation, hearing or proceeding will be on the basis as provided in Paragraph 5.1.2.1.).

5.1.2.4. Resident Project Services. For resident services during construction if furnished under Paragraph 2.2.1., on the basis of Payroll Costs or as negotiated for services rendered by principals and employees assigned to field offices in connection with resident Project representation. For Resident Project Services furnished under Paragraph 2.2.1. who are contract employees to the ARCHITECT/ENGINEER, the rate of compensation will be negotiated.

5.1.3. For Reimbursable Expenses. In addition to payments provided for in Paragraphs 5.1.1. and 5.1.2., OWNER shall pay ARCHITECT/ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.

5.1.4. The terms "Payroll Costs" and "Reimbursable Expenses" will have the meanings assigned to them in Paragraph 5.4.

5.2. **Times of Payment.**

5.2.1. ARCHITECT/ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ARCHITECT's/ENGINEER's estimate of the

proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ARCHITECT's/ENGINEER's monthly statements.

5.3. **Other Provisions Concerning Payments.**

5.3.1. If OWNER fails to make any payment due ARCHITECT/ENGINEER for services and expenses within forty-five (45) days from the receipt of ARCHITECT's/ENGINEER's bill therefore, the amounts due ARCHITECT/ENGINEER shall include a charge at the rate of 0.75% per month from said forty-fifth (45th) day, and in addition, ARCHITECT/ENGINEER may, after giving seven (7) days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

5.3.2. In the event of termination by OWNER under Paragraph 7.1. for convenience and not for cause, upon the completion of any phase of the Basic Services, progress payments due ARCHITECT/ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ARCHITECT/ENGINEER will be paid for services rendered during that phase on the basis of the percent of the work completed. In the event of any such termination, ARCHITECT/ENGINEER will be paid for all unpaid Additional Services actually performed on a percent complete basis and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses include expenses directly attributable to termination and for which ARCHITECT/ENGINEER is not otherwise compensated.

5.3.3. In the event of termination by OWNER for cause, ARCHITECT/ENGINEER shall be paid such amount as the parties may mutually agree or as otherwise may be determined through proceedings set forth in Paragraph 7.5 Disputes.

5.4. **Definitions.**

5.4.1. The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers'

compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

5.4.2. Reimbursable Expenses mean the actual expenses incurred directly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation (not to exceed the federal automobile reimbursement rate) of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, drawings, specifications, and similar Project-related items in addition to those required under Section 8; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1. **Construction Cost.**

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost of the entire Project to OWNER, but it will not include ARCHITECT/ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project. (Construction Cost is one of the items comprising Project Costs which is defined in Paragraph 1.2.5.).

6.2. **Opinions of Cost.**

6.2.1. Since ARCHITECT/ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ARCHITECT/ENGINEER cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him.

SECTION 7 - GENERAL CONSIDERATIONS

7.1. **Termination.**

7.1.1. Termination for Cause. The obligation to provide further services under this Agreement may be terminated by either party upon fifteen (15) days written notice

in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.1.2. Termination for Convenience. The obligation to provide further services under this Agreement may be terminated by OWNER for its convenience, and not for cause, upon fifteen (15) days written notice. ARCHITECT/ENGINEER shall be compensated for work performed through the date of termination, and for termination expenses, in accordance with Paragraph 5.3.2. but OWNER shall not be liable to ARCHITECT/ENGINEER for lost profit on services not performed as a result of such Termination for Convenience.

7.2. **Reuse of Documents.**

Drawings, Specifications and other documents, including electronic data, prepared by ARCHITECT/ENGINEER pursuant to this Agreement are Instruments of Service in respect of the Project. Instruments of Service are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse by or on behalf of OWNER without written verification of adaptation by ARCHITECT/ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ARCHITECT/ENGINEER. Any such verification or adaptation will entitle ARCHITECT/ENGINEER to further compensation at rates to be agreed upon by OWNER and ARCHITECT/ENGINEER. OWNER may reproduce and use the Instruments of Service solely for the purpose of constructing, using and maintaining the Project and for administering all contracts relating to the Project. In the event of a Termination of the Agreement for cause, OWNER shall retain the right to utilize the Instruments of Service to complete, use and maintain the Project, but not for use on any other Project. If termination occurs, ARCHITECT/ENGINEER will not be required to seal incomplete work.

7.3. **Controlling Law.**

This Agreement is to be governed by the Law of the Commonwealth of Virginia in accordance with the laws, ordinances, regulations, permits and resolutions of the County of Warren, Virginia.

7.4. **Successors and Assigns.**

7.4.1. OWNER and ARCHITECT/ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators,

assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

7.4.2. Neither OWNER nor ARCHITECT/ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except as stated in Paragraph 7.4.1. and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ARCHITECT/ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate, and to which OWNER has no reasonable objection, to assist him in the performance of services hereunder.

7.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ARCHITECT/ENGINEER.

7.5. **Disputes.**

7.5.1. Mediation. The parties may by mutual consent endeavor to settle disputes by mediation in accordance with Construction Industry Mediation Rules of the American Arbitration Association currently in effect or as the parties may mutually agree. Mediation shall not operate to toll or otherwise suspend or extend any applicable statute of limitations absent a written agreement by the parties to do so.

7.5.2. Litigation. All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof shall be instituted in the Warren County Circuit Court.

7.6. **Insurance.**

ARCHITECT/ENGINEER shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable. Such professional liability insurance will provide for coverage in the amount of one (1) million dollars ($1,000,000.00); shall name the OWNER as an additional insured; and shall be effective through the date of the end of the Project. Certificates of such insurance shall be delivered to OWNER upon execution of this Agreement.

SECTION 8 - ELECTRONIC DOCUMENTS

8.1. In accepting and utilizing any drawings, reports, and data on any form of electronic media generated and furnished by the ARCHITECT/ENGINEER, the OWNER agrees that all such electronic files are Instruments of Service of the ARCHITECT/ENGINEER, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project as provided herein. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the ARCHITECT/ENGINEER. The OWNER and the ARCHITECT/ENGINEER agree that any electronic files furnished by either party shall conform to the ARCHITECT's/ENGINEER's standard specifications so long as such electronic files are compatible with and usable by OWNER's computer system. Any changes to the electronic specifications by either the OWNER or the ARCHITECT/ENGINEER are subject to review and acceptance by the other party. Additional services by the ARCHITECT/ENGINEER made necessary by OWNER's unauthorized changes to the electronic file specifications shall be compensated for as Additional Services. Electronic files furnished by either party shall be subject to an acceptance period of ten (10) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy Construction Documents. In the event of a conflict between the signed Construction Documents prepared by the ARCHITECT/ENGINEER and electronic files, the signed or sealed hard-copy construction documents shall govern.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the ARCHITECT/ENGINEER, and the ARCHITECT/ENGINEER makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the ARCHITECT/ENGINEER be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

SECTION 9 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

9.1. The following Exhibits are attached to and made a part this Agreement:

9.1.1. Exhibit A "Fee Schedules"

In the event of any conflict between the provisions contained herein and Exhibit A, the provisions of the document deemed by OWNER to be most favorable to OWNER shall prevail.

9.1.2. This Agreement (consisting of Pages 1 to 22 inclusive), together with the Exhibits and schedules identified above constitute the entire agreement between the OWNER and the ARCHITECT/ENGINEER and supersede all prior written or oral understandings. This AGREEMENT and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

(SEAL)

Attest: Brandy Rosser

Type Name: Brandy Rosser

Title: Grants Coordinator

County of Warren, Virginia

By:

Type Name: Douglas P. Stanley

Title: County Administrator

Date: January 9, 2017

(SEAL)

Attest: Paige Bahr

Type Name: **Paige Bahr**

Title: **Office Manager**

Frazier Associates:

By:

Type Name: **Kathleen O. Frazier**

Title: **Principal**

Date: **1-6-17**

Approved as to form:

Dan N. Whitten
County Attorney

FRAZIER
ASSOCIATES

STANDARD BILLING RATES

1. Frazier Associates direct personnel expenses shall be billed at the following rates:

   $155.00/hour - Principal

   $125.00/hour - Senior Architect

   $115.00/hour - Architect

   $115.00/hour – Planner

   $115.00/hour – Architectural Historian

   $115.00/hour – Senior Graphic Designer

   $100.00/hour – Interior Designer

   $100.00/hour - Architectural Designer

   $85.00/hour – Drafting I

   $85.00/hour – Graphic Designer

   $75.00/hour - Drafting II

   $55.00/hour - Clerical Support

   $35.00/hour - Intern

2. Reimbursable Expenses shall be billed at cost plus 15% and shall include the following:

   a. Cost of printing or duplication of drawings, specifications, typewritten reports, forms, and cost estimates.

   b. Lodging, subsistence, and out-of-pocket expenses for authorized travel in con junction with the contract.

   c. Travel at $0.55/mile, plus tolls and parking if by personal auto or cost of travel by other means such as airlines, train, bus, or rented car.

   d. Cost of photography, special process printing, special renderings, specially printed reports or publications, maps, models, and delivery charges.

   e. Postage and delivery charges.

   f. Professional consultants retained with client approval.

Rates effective January 2016

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
January 19, 2021	J-5	Amendment to Architectural Services Annual Term Contract with Frederick Andreae Architects	1 of 1

EXPLANATION & SUMMARY:

After issuing a Request for Proposals for architectural services, Warren County entered an annual term contract with Frederick Andreae Architects on January 10, 2017 to provide architectural services. It was the County's intention to assign individual projects to Frederick Andreae Architects on an as-needed basis.

The current renewal term commenced on January 10, 2020 and expires on January 9, 2021. The County would like to extend the contract for an additional year, and the amendment to the original contract will allow the new one-year term contract to commence on January 10, 2021 and to expire on January 9, 2022. The contract will not have any additional one (1) year renewals after the expiration of the amendment.

The hourly rates during the renewal term for the architectural services will remain the same as the previous term.

In recent years, the County has engaged Frederick Andreae Architects to provide architectural services for projects at the Warren County Courthouse, Rockland Park and the Warren County Government Center.

This item was discussed at the Board of Supervisors Work Session on January 12, 2021.

COST & FINANCING:

N/A

CONSENT AGENDA MOTION:

I move the Board of Supervisors authorize the County Administrator to execute a contract amendment to the annual term contract with Frederick Andreae Architects to provide architectural services for an additional one (1) year period from January 10, 2021 to January 9, 2022.

ALTERNATIVE MOTIONS:

I move the Board of Supervisors not authorize the County Administrator to execute a contract amendment to the annual term contract with Frederick Andreae Architects to provide architectural services for an additional one (1) year period from January 10, 2021 to January 9, 2022.

OR

I move that the Board of Supervisors postpone this item for further discussion until _____.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Caitlin Jordan, Senior Assistant County Attorney		

AMENDMENT 04
TO THE AGREEMENT BETWEEN
THE COUNTY OF WARREN, VIRGINIA
AND FREDERICK ANDREAE ARCHITECTS
FOR PROFESSIONAL SERVICES

THIS AMENDMENT dated this _____ day of _____, 2021, by and between the County of Warren, Virginia, a political subdivision of the Commonwealth of Virginia (hereinafter the "Owner"), and Frederick Andreae Architects (hereinafter the "Architect")

WITNESSETH:

WHEREAS, the Owner and the Architect executed an agreement for professional services on January 10, 2017 (hereinafter the "Agreement"); and

WHEREAS, the Agreement was in effect for a term of one (1) year from January 10, 2017 through January 9, 2018; and

WHEREAS, the Agreement has been extended for three (3) one (1) year terms from January 10, 2018 through January 9, 2021; and

WHEREAS, the Agreement may be extended for one (1) additional one (1) year term at the option of the Owner; and

WHEREAS, the Owner and Architect both desire to extend the Agreement for an additional term of one (1) year; and

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, the parties hereto mutually covenant and agree as follows:

(1) Contract Term – The Agreement shall be extended for an additional term of one (1) year to be effective **January 10, 2021 and to extend (unless terminated in accordance with the terms of the Agreement) until January 9, 2022** (hereinafter the "Contract Term").

(2) Renewal - The Contract Term will not be renewable for any additional one (1) year terms at the expiration of this Amendment.

(3) Rates – The hourly rates for the Contract Term will remain the same as the previous term.

(4) Other Terms of the Agreement – All other terms and conditions of the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereafter have made and executed this Amendment to the Agreement the day and year first written above.

(SEAL)

Attest: _____

Type Name: _____

Title: _____

County of Warren, Virginia

By: _____

Type Name: _____

Title: _____

Date: _____

(SEAL)

Attest: _____

Type Name: _____

Title: _____

Frederick Andreae Architects

By: _____

Type Name: _____

Title: _____

Date: _____

Approved as to form:

_____
Caitlin W. Jordan
Senior Assistant County Attorney

Frederick Andreae Architects

25 S. Royal Avenue
Front Royal, Virginia 22630
Tel (540) 635-5135
fandreae@embarqmail.com

2019 Rate Schedule

Principal	$105.00/hour
Associate	$ 70.00/hour

Printing Costs

24" x 35" sheet	$ 4.00/print
18" x 24" sheet	$ 2.25/print
Copies	$ .20/copy

AGREEMENT BETWEEN
THE COUNTY OF WARREN, VIRGINIA
AND FREDERICK ANDREAE ARCHITECTS
FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 10 day of JANUARY, 2017, (hereinafter referred to as the "Agreement") between the **County of Warren, Virginia**, a political subdivision of the Commonwealth of Virginia (OWNER) and **Frederick Andreae Architects** (ARCHITECT/ENGINEER). OWNER intends to utilize the ARCHITECT/ENGINEER for specific projects in the County (hereinafter referred to as the "Projects").

OWNER and ARCHITECT/ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional architectural/engineering services by ARCHITECT/ENGINEER and the payment for those services by OWNER as set forth below.

ARCHITECT/ENGINEER shall provide professional architectural/engineering services for OWNER in all phases of the Projects to which this Agreement applies, shall serve as OWNER's professional architectural/engineering representative for the Projects as set forth below and shall give professional architectural/engineering consultation and advice to OWNER during the performance of services hereunder.

SECTION 1 – BASIC SERVICES OF ARCHITECT/ENGINEER

1.1. General.

1.1.1. ARCHITECT/ENGINEER shall perform professional services as hereinafter stated which shall include customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto. ARCHITECT/ENGINEER shall perform all services hereunder: (i) expeditiously and consistent with the orderly progress of the project; (ii) in accordance with the standard of care and skill of the architectural/engineering profession existing as of the date such services are provided; (iii) in accordance with all applicable laws, codes and regulations in effect at the time the Final Design Phase is complete; and (iv) in accordance with current standard technology for accepted within the industry as of the time the Final Design Phase is complete.

1.1.2. Non-discrimination. During the performance of this Agreement, ARCHITECT/ENGINEER agrees that ARCHITECT/ENGINEER will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin except where religion, sex or national origin is

a bona fide occupational qualification reasonably necessary to the normal operation of the ARCHITECT/ENGINEER. ARCHITECT/ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provisions of this non-discrimination clause. ARCHITECT/ENGINEER, in all solicitations or advertisements for employees placed by or on behalf of ARCHITECT/ENGINEER, will state that ARCHITECT/ENGINEER is an equal opportunity employer. ARCHITECT/ENGINEER will include the provisions of this paragraph in every subcontract or purchase order of over $10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

1.1.3. Drug-free Workplace.

A. During the performance of this contract, the ARCHITECT/ENGINEER agrees to (i) provide a drug-free workplace for the ARCHITECT/ENGINEER's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the ARCHITECT/ENGINEER's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the ARCHITECT/ENGINEER that the ARCHITECT/ENGINEER maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over ten thousand dollars ($10,000), so that the provisions will be binding upon each subcontractor or vendor.

B. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to ARCHITECT/ENGINEER 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.

1.1.4. The ARCHITECT/ENGINEER agrees and represents that it does not now, nor will it during the performance of this contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

1.1.5. During the performance of this contract, the ARCHITECT/ENGINEER agrees to be authorized to transact business in the Commonwealth of Virginia as a domestic

or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia (1950), as amended, or as otherwise required by law.

1.2. Preliminary Report Phase.

After written authorization to proceed, ARCHITECT/ENGINEER shall:

1.2.1 Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.

1.2.2 Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in Paragraph 3.2, and act as OWNER's representative in connection with any such services.

1.2.3 Provide analyses of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

1.2.4 Provide a general economic analysis of OWNER's requirement applicable to various alternatives.

1.2.5 Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to OWNER and setting forth ARCHITECT's/ENGINEER's findings and recommendations with opinions of probable costs for the Project, including Construction Cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs").

1.2.6 Furnish six (6) copies of the Report and present and review it in person with OWNER.

1.3. Preliminary Design Phase.

After written authorization to proceed with the Preliminary Design Phase, ARCHITECT/ENGINEER shall:

1.3.1. In consultation with OWNER and on the basis of the accepted Preliminary Architectural/ Engineering Report, determine the extent of the Project.

1.3.2. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.

1.3.3. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.

1.3.4. Furnish six (6) copies of the above preliminary design documents and present and review them in person with OWNER.

1.3.5. Provide to OWNER for review and approval the preliminary design documents at 30% of completion, at 50% of completion and at 90% of completion.

1.4. **Final Design Phase.**

After written authorization to proceed with the Final Design Phase, ARCHITECT/ENGINEER shall:

1.4.1. On the basis of accepted preliminary design documents and the revised opinion of probable Project Costs, prepare Contract Documents to include final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications. Contract Documents shall include Drawings and Specifications, along with general and supplementary conditions and other documents identified as such in the Bidding Documents described in Paragraph 1.5.1. ARCHITECT/ENGINEER shall furnish OWNER with six (6) sets of the Drawings and Specifications.

1.4.2. Prepare in consultation with OWNER such documents and design data including, but not limited to, environmental impact statements, as may be required for ARCHITECT/ENGINEER, on behalf of OWNER, to apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and obtain such approvals by submitting appropriate materials to and negotiating with appropriate authorities. Payment to ARCHITECT/ENGINEER by OWNER for environmental impact statement, if needed, shall be negotiated before services are rendered.

1.4.3. Advise OWNER of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Costs based on the Drawings and Specifications.

1.4.4. Prepare for review and approval by and consult with OWNER, his legal counsel and other advisors to conform OWNER's standard construction contract agreement forms (Construction Contract General Conditions), and supplementary conditions for use on the Project. Prepare for review and approval by OWNER, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.4.5. Furnish six (6) copies of the above documents and present and review them in person with OWNER.

1.4.6. Provide to OWNER for review and approval the final design documents at 30% of completion, at 50% of completion and at 90% of completion.

1.5. **Bidding or Negotiating Phase.**

After written authorization to proceed with Bidding or Negotiating Phase, ARCHITECT/ENGINEER shall:

1.5.1. Prepare Bidding Documents to consist of bidding requirements, contract documents conforming to OWNER's Construction Contract General Conditions and other standard forms, Specifications and Drawings.

1.5.2. Assist OWNER in establishing a list of prospective contractors and, upon OWNER's request, assist in pre-qualifying prospective bidders in accordance with the requirements of Section 2.2-4317 of the Virginia Public Procurement Act.

1.5.3. Upon OWNER's request: procure copying and assembly of Bidding Documents for distribution to prospective bidders; distribute Bidding Documents to prospective bidders; prepare and maintain a record of distribution of Bidding Documents, receipt and returns of deposits, if applicable, and return bids. Bidder to pay ARCHITECT/ENGINEER for Contract Documents at ARCHITECT's/ENGINEER's cost plus 10% plus the cost for shipping and handling.

1.5.4. Prepare and distribute written responses to questions from prospective bidders and prepare and distribute addenda when appropriate to clarify or correct the Bidding Documents.

1.5.5. Organize and conduct pre-bid conferences and bid openings for each separate prime contract for construction, materials, equipment and services.

1.5.6. Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.

1.5.7. Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.5.8. Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.

1.5.9. Consult with OWNER to discuss ways to reduce project cost if the lowest bona fide bid received exceeds the Probable Cost.

1.6. **Construction Phase.**

During the Construction Phase ARCHITECT/ENGINEER shall:

1.6.1. Consult with and advise OWNER and act as his representative as provided in the Construction Contract General Conditions. ARCHITECT/ENGINEER shall coordinate the performance of its duties and responsibilities with the OWNER's Authorized Representative, an individual or entity to be identified in the Construction Contract. ARCHITECT/ENGINEER recognizes that ARCHITECT's/ENGINEER's authority during the Construction Phase is strictly limited as set forth herein and in the Construction Contract General Conditions. The extent and limitations of the duties, responsibilities and authority of ARCHITECT/ENGINEER are as assigned in said Construction Contract except as ARCHITECT/ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor(s) will be issued through the OWNER's Authorized Representative.

1.6.2. Make visits to the site at intervals appropriate to the various stages of construction to perform all duties and responsibilities set forth herein and observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. ARCHITECT/ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ARCHITECT/ENGINEER shall be responsible for its negligent acts and omissions, but shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ARCHITECT's/ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Documents, but ARCHITECT/ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with Contract Documents. During such visits and on the basis of on-site observations ARCHITECT/ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

1.6.3. Review and approve (or take appropriate action in respect to) Shop Drawings (as that term is defined in the Construction Contract General Conditions) and samples, the results of tests and inspections and other data which each Contractor

is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not accede to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents; maintain and make available for review and/or copying by OWNER project files including but not limited to Shop Drawings and other submittals, minutes of meetings attended by ARCHITECT/ENGINEER, correspondence, change orders, field orders and Construction Contract modifications, and other documents related to the Project.

1.6.4. Issue all instructions of OWNER to Contractor(s) when instructed to do so by OWNER's Authorized Representative; issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders for consideration by the OWNER and/or OWNER's Authorized Representative as required; prepare other change order documents within the general scope of the Construction Contract as may be required; make recommendations to OWNER on any change orders suggested by the Contractor; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make recommendations on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; but ARCHITECT/ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith and in accordance with the standard of care as set forth in Paragraph 1.1.1.

1.6.5. Based on ARCHITECT's/ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amount owing to Contractor(s) and recommend in writing payments of Contractor(s) in such amounts; such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point

indicated, that, to the best of ARCHITECT's/ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ARCHITECT/ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ARCHITECT/ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or program incident thereto or that ARCHITECT/ENGINEER has made an examination to ascertain how or for what purposes Contractor has used the monies paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.

1.6.6. Conduct an inspection to determine if the Project is substantially complete, prepare a Punch List of items to be completed, corrected, or repaired, monitor and advise OWNER on Contractor's completion of Punch List items, and conduct a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ARCHITECT/ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the limitations expressed in Paragraph 1.6.5. ARCHITECT/ENGINEER will rely upon the observations of the OWNER's Authorized Representative of work not visible at the time of the final inspection and his witnessing of any tests and equipment startups when conducting the final inspection.

1.6.7. Be responsible for its own acts and omissions, but not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s) or subcontractors' agents or employees of any other persons (except ARCHITECT's/ENGINEER's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in

Paragraphs 1.6.1. through 1.6.7., inclusive, shall be construed to release ARCHITECT/ENGINEER from liability for failure to properly perform duties undertaken by him in the Contract Documents.

1.6.8. Bear all reasonable costs incident to compliance with the requirements of this Section 1.

SECTION 2 – ADDITIONAL SERVICES FROM ENGINEER

2.1. General.

If authorized in writing by OWNER, ARCHITECT/ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services except to the extent provided otherwise in Exhibit A; these will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of wetlands (except where called for in Exhibit A); review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals or authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2. Unless reasonably necessary to perform Basic Services hereunder, services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted duties, reports, design documents or Contract Documents when such revisions are due to causes beyond ARCHITECT's/ENGINEER's control.

2.1.4. Providing renderings or model for OWNER's use.

2.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work not caused by ARCHITECT/ENGINEER.

2.1.6. Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design except as required by Paragraph 1.5.9.; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and

assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7. Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, such as consultants for asbestos, lead or hazardous materials surveys and services relating to the mitigation or removal of asbestos, lead or other hazardous materials, interior design, furniture, furnishings, communications, acoustics, kitchens and landscaping; and providing data or services of the types described in Paragraph 3.2 when OWNER authorizes ARCHITECT/ENGINEER to provide such data or services in lieu of furnishing the same in accordance with Paragraph 3.3.

2.1.8. Services resulting from the award of more separate prime contracts for construction, material, equipment or services for the Project than are contemplated by Exhibit A and services resulting from the arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER's contracts for such services.

2.1.9. Providing boundary surveys or staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.10. Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, services after the award of each contract in evaluating substitutions proposed by Contractor(s), and in making revisions to Drawings and Specifications occasioned thereby, and services resulting from significant delays, changes or price increases occurring as a direct result of material, equipment or energy shortages unless ARCHITECT/ENGINEER knew of, should have known of, or should have prevented such substitutions, revisions, delays, changes or price increases.

2.1.11. Services during out-of-town travel required of ARCHITECT/ENGINEER other than visits to the site as required by Section 1.

2.1.12. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction; (2) a significant amount of defective or neglected work by Contractor(s); (3) prolongation of the contract time of any prime contract by more than the time set forth in the bid documents when ARCHITECT/ENGINEER has not caused or contributed to such prolongation; (4)

acceleration of the progress schedule involving services beyond normal working hours when ARCHITECT/ENGINEER has not caused or contributed to such acceleration; and (5) default by Contractor(s).

2.1.13. Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.14. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services or in response to a subpoena issued on behalf of a court of competent jurisdiction).

2.1.15. Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.

2.1.16. Additional services required in connection with changes in the applicable regulations to include but not limited to Local, State, and Federal oversight agencies made after completion of extra work and cost after contract is signed and the Final Design Phase.

2.2. Resident Services During Construction.

2.2.1. In the event OWNER does not provide an OWNER's Authorized Representative, ARCHITECT/ENGINEER shall, upon written agreement with OWNER furnish a Resident Project Representative to act as directed by ARCHITECT/ENGINEER in order to assist ARCHITECT/ENGINEER in observing performance of the work of Contractor(s). Such services will be paid for by OWNER at a rate negotiated prior to the time that the Resident Project Representative is needed.

2.2.2. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, ARCHITECT/ENGINEER shall attempt to provide further protection for OWNER against defects and deficiencies in the work of Contractor(s); ARCHITECT/ENGINEER shall be responsible for the negligent acts and omissions of the Resident Project Representative, if said representative is ARCHITECT's/ENGINEER's employee or subcontractor but the furnishing of such resident Project representation will not make ARCHITECT/ENGINEER responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform their work in accordance with the Contract Documents or in accordance with standard construction practices.

SECTION 3 – OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.2. Furnish ARCHITECT/ENGINEER all available information pertinent to the Project as required by law or this Agreement including previous reports and any other data relative to design or construction of the Project.

3.3. Provide boundary surveys and easement plats to enable ARCHITECT/ENGINEER to proceed with the topographic survey of the site and location of needed improvements and to allow the OWNER to acquire easements and property.

3.4. Arrange for access to and make all provisions for ARCHITECT/ENGINEER to enter upon public and private property as required for ARCHITECT/ENGINEER to perform his services.

3.5. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ARCHITECT/ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ARCHITECT/ENGINEER.

3.6. Furnish associated fees as well as approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.7. Provide such accounting, independent cost estimating, insurance and value engineering, counseling services as may be required for the Project, such legal services as OWNER may require or ARCHITECT/ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.

3.8. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete

authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ARCHITECT's/ENGINEER's services.

3.9. Give prompt written notice to ARCHITECT/ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ARCHITECT's/ENGINEER's services, or any defect in the work of Contractor(s).

3.10. Furnish, or direct ARCHITECT/ENGINEER to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services required.

3.11. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 – PERIOD OF SERVICE

4.1. The contract term will be limited to one year, commencing at the date of award, or when the cumulative total project fees are reached, whichever occurs first. The total for all projects performed shall not exceed the greater of Five Hundred Thousand Dollars ($500,000) or the amount allowed under the Code of Virginia for the contract term. The project fee shall not exceed the greater of One Hundred Thousand Dollars ($100,000) or the amount allowed under the Code of Virginia for any single project.

4.2. The contract term may be renewable for up to four (4) additional one-year terms at the option of the OWNER, and upon written mutual agreement between the OWNER and the ARCHITECT/ENGINEER.

4.3. Work assignments shall be on "as needed" basis. The OWNER reserves the at all times to perform work in-house or to award projects on a competitive negotiation basis.

4.4. The provisions of this Section 4 and the various rates of compensation for ARCHITECT's/ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Projects through completion of the Construction Phase. ARCHITECT's/ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the Projects including extra work and required extensions thereto.

4.5. After acceptance by OWNER of the Preliminary Engineering Report Phase documents indicating any specified modifications or changes in the extent of the Projects desired by OWNER, and upon written authorization from OWNER, ARCHITECT/ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase and shall submit preliminary design documents and a revised opinion of probable Project Cost.

4.6. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Project Cost, indicating any specific modifications or changes in the extent of the Project desired by OWNER, and upon written authorization from OWNER, ARCHITECT/ENGINEER shall proceed with the performance of the services called for in the Final Design Phase; and shall deliver Contract Documents and a revised opinion of probable Project Cost for all work of Contractor(s) on the Projects.

4.7. ARCHITECT's/ENGINEER's services under the Study and Report Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by the OWNER, or (2) thirty (30) days after the date when such submissions are delivered to OWNER for final acceptance, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction over design criteria applicable to the Projects.

4.8. After acceptance by OWNER of the ARCHITECT's/ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Project Cost and upon written authorization to proceed, ARCHITECT/ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of the negotiations with prospective Contractor(s).

4.9. The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Projects or any part thereof, and will terminate upon written approval by ARCHITECT/ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Projects involve more than one prime contract.

4.10. If OWNER has requested significant modification or changes in the extent of any of the Projects, the time or performance of ARCHITECT's/ENGINEER's services and his various rates of compensation may be renegotiated.

4.11. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within sixty (60) calendar days after completion of the Final Design Phase, ARCHITECT/ENGINEER may, after giving seven (7) days written

notice to OWNER and if OWNER does not respond, suspend services under this Agreement.

4.12. If ARCHITECT's/ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three (3) months for reasons beyond ARCHITECT's/ENGINEER's control, ARCHITECT/ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in Paragraph 5.3.2. If such delay or suspension extends for more than one (1) year for reasons beyond ARCHITECT's/ENGINEER's control, or if ARCHITECT/ENGINEER for any reason is required to render services for more than one (1) year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement may be renegotiated.

4.13. In the event that the work designed or specified by ARCHITECT/ENGINEER is to be performed under more than one prime contract, OWNER and ARCHITECT/ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for the performance of ARCHITECT's/ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under separate contracts. This schedule is to be prepared whether or not the work under such contract is to proceed concurrently, and the provisions of Paragraph 4.4 through 4.10, inclusive, will be modified accordingly.

4.14. In the event the OWNER furnishes the OWNER's Authorized Representative.

A. GENERAL

OWNER's Authorized Representative is OWNER's Agent, will act as directed by and under the supervision of OWNER, and will confer with OWNER regarding his actions. OWNER's Authorized Representative's dealings in matters pertaining to the on-site work shall in general be only with ARCHITECT/ENGINEER and Contractor(s), and dealings with subcontractors shall only be through or with the full knowledge of Contractor(s). Written communication with OWNER will generally be through the ARCHITECT/ENGINEER. The OWNER may require copies of reports or communications be sent directly to the OWNER.

SECTION 5 - PAYMENTS TO ENGINEER

5.1. **Methods of Payment for Services and Expenses of ENGINEER.**

5.1.1. For Basic Services. OWNER shall pay ARCHITECT/ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit A "Fee Schedules") as detailed.

5.1.2. For Additional Services. OWNER shall pay ARCHITECT/ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1. General. For Additional Services rendered under Paragraphs 2.1.1. through 2.1.17., inclusive (except services covered by Paragraph 2.1.7. and services as a consultant or witness under Paragraph 1.1.16), on the basis of Payroll Costs for services rendered by principals and employees assigned to the Project, or as negotiated.

5.1.2.2. Special Consultants. For services and reimbursable expenses of special consultants employed by ARCHITECT/ENGINEER pursuant to Paragraph 2.1.7. or 2.1.17., the amount billed the ARCHITECT/ENGINEER therefor for services, but not for expenses. Related reimbursable expenses shall be paid for times a factor of 1.00.

5.1.2.3. Serving as a Witness. For the services by principals and employees as consultants or witnesses (other than under subpoena) in any litigation, hearing or proceeding in accordance with Paragraph 2.1.16., on the basis of payroll costs, plus expenses (and compensation for time spent in preparing to appear in any such litigation, hearing or proceeding will be on the basis as provided in Paragraph 5.1.2.1.).

5.1.2.4. Resident Project Services. For resident services during construction if furnished under Paragraph 2.2.1., on the basis of Payroll Costs or as negotiated for services rendered by principals and employees assigned to field offices in connection with resident Project representation. For Resident Project Services furnished under Paragraph 2.2.1. who are contract employees to the ARCHITECT/ENGINEER, the rate of compensation will be negotiated.

5.1.3. For Reimbursable Expenses. In addition to payments provided for in Paragraphs 5.1.1. and 5.1.2., OWNER shall pay ARCHITECT/ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.

5.1.4. The terms "Payroll Costs" and "Reimbursable Expenses" will have the meanings assigned to them in Paragraph 5.4.

5.2. **Times of Payment.**

5.2.1. ARCHITECT/ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ARCHITECT's/ENGINEER's estimate of the

proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ARCHITECT's/ENGINEER's monthly statements.

5.3. **Other Provisions Concerning Payments.**

5.3.1. If OWNER fails to make any payment due ARCHITECT/ENGINEER for services and expenses within forty-five (45) days from the receipt of ARCHITECT's/ENGINEER's bill therefore, the amounts due ARCHITECT/ENGINEER shall include a charge at the rate of 0.75% per month from said forty-fifth (45th) day, and in addition, ARCHITECT/ENGINEER may, after giving seven (7) days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

5.3.2. In the event of termination by OWNER under Paragraph 7.1. for convenience and not for cause, upon the completion of any phase of the Basic Services, progress payments due ARCHITECT/ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ARCHITECT/ENGINEER will be paid for services rendered during that phase on the basis of the percent of the work completed. In the event of any such termination, ARCHITECT/ENGINEER will be paid for all unpaid Additional Services actually performed on a percent complete basis and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses include expenses directly attributable to termination and for which ARCHITECT/ENGINEER is not otherwise compensated.

5.3.3. In the event of termination by OWNER for cause, ARCHITECT/ENGINEER shall be paid such amount as the parties may mutually agree or as otherwise may be determined through proceedings set forth in Paragraph 7.5 Disputes.

5.4. **Definitions.**

5.4.1. The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers'

compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

5.4.2. Reimbursable Expenses mean the actual expenses incurred directly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation (not to exceed the federal automobile reimbursement rate) of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, drawings, specifications, and similar Project-related items in addition to those required under Section 8; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1. **Construction Cost.**

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost of the entire Project to OWNER, but it will not include ARCHITECT/ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project. (Construction Cost is one of the items comprising Project Costs which is defined in Paragraph 1.2.5.).

6.2. **Opinions of Cost.**

6.2.1. Since ARCHITECT/ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ARCHITECT/ENGINEER cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him.

SECTION 7 - GENERAL CONSIDERATIONS

7.1. **Termination.**

7.1.1. Termination for Cause. The obligation to provide further services under this Agreement may be terminated by either party upon fifteen (15) days written notice

in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.1.2. Termination for Convenience. The obligation to provide further services under this Agreement may be terminated by OWNER for its convenience, and not for cause, upon fifteen (15) days written notice. ARCHITECT/ENGINEER shall be compensated for work performed through the date of termination, and for termination expenses, in accordance with Paragraph 5.3.2. but OWNER shall not be liable to ARCHITECT/ENGINEER for lost profit on services not performed as a result of such Termination for Convenience.

7.2. **Reuse of Documents.**

Drawings, Specifications and other documents, including electronic data, prepared by ARCHITECT/ENGINEER pursuant to this Agreement are Instruments of Service in respect of the Project. Instruments of Service are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse by or on behalf of OWNER without written verification of adaptation by ARCHITECT/ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ARCHITECT/ENGINEER. Any such verification or adaptation will entitle ARCHITECT/ENGINEER to further compensation at rates to be agreed upon by OWNER and ARCHITECT/ENGINEER. OWNER may reproduce and use the Instruments of Service solely for the purpose of constructing, using and maintaining the Project and for administering all contracts relating to the Project. In the event of a Termination of the Agreement for cause, OWNER shall retain the right to utilize the Instruments of Service to complete, use and maintain the Project, but not for use on any other Project. If termination occurs, ARCHITECT/ENGINEER will not be required to seal incomplete work.

7.3. **Controlling Law.**

This Agreement is to be governed by the Law of the Commonwealth of Virginia in accordance with the laws, ordinances, regulations, permits and resolutions of the County of Warren, Virginia.

7.4. **Successors and Assigns.**

7.4.1. OWNER and ARCHITECT/ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators,

assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

7.4.2. Neither OWNER nor ARCHITECT/ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except as stated in Paragraph 7.4.1. and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ARCHITECT/ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate, and to which OWNER has no reasonable objection, to assist him in the performance of services hereunder.

7.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ARCHITECT/ENGINEER.

7.5. Disputes.

7.5.1. Mediation. The parties may by mutual consent endeavor to settle disputes by mediation in accordance with Construction Industry Mediation Rules of the American Arbitration Association currently in effect or as the parties may mutually agree. Mediation shall not operate to toll or otherwise suspend or extend any applicable statute of limitations absent a written agreement by the parties to do so.

7.5.2. Litigation. All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof shall be instituted in the Warren County Circuit Court.

7.6. Insurance.

ARCHITECT/ENGINEER shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable. Such professional liability insurance will provide for coverage in the amount of one (1) million dollars ($1,000,000.00); shall name the OWNER as an additional insured; and shall be effective through the date of the end of the Project. Certificates of such insurance shall be delivered to OWNER upon execution of this Agreement.

SECTION 8 - ELECTRONIC DOCUMENTS

8.1. In accepting and utilizing any drawings, reports, and data on any form of electronic media generated and furnished by the ARCHITECT/ENGINEER, the OWNER agrees that all such electronic files are Instruments of Service of the ARCHITECT/ENGINEER, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project as provided herein. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the ARCHITECT/ENGINEER. The OWNER and the ARCHITECT/ENGINEER agree that any electronic files furnished by either party shall conform to the ARCHITECT's/ENGINEER's standard specifications so long as such electronic files are compatible with and usable by OWNER's computer system. Any changes to the electronic specifications by either the OWNER or the ARCHITECT/ENGINEER are subject to review and acceptance by the other party. Additional services by the ARCHITECT/ENGINEER made necessary by OWNER's unauthorized changes to the electronic file specifications shall be compensated for as Additional Services. Electronic files furnished by either party shall be subject to an acceptance period of ten (10) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy Construction Documents. In the event of a conflict between the signed Construction Documents prepared by the ARCHITECT/ENGINEER and electronic files, the signed or sealed hard-copy construction documents shall govern.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the ARCHITECT/ENGINEER, and the ARCHITECT/ENGINEER makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the ARCHITECT/ENGINEER be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

SECTION 9 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

9.1. The following Exhibits are attached to and made a part this Agreement:

9.1.1. Exhibit A "Fee Schedules"

In the event of any conflict between the provisions contained herein and Exhibit A, the provisions of the document deemed by OWNER to be most favorable to OWNER shall prevail.

9.1.2. This Agreement (consisting of Pages 1 to 22 inclusive), together with the Exhibits and schedules identified above constitute the entire agreement between the OWNER and the ARCHITECT/ENGINEER and supersede all prior written or oral understandings. This AGREEMENT and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

(SEAL)

Attest: Brandy Rosser

Type Name: Brandy Rosser

Title: Grants Coordinator

County of Warren, Virginia

By:

Type Name: Douglas P. Stanley

Title: County Administrator

Date: January 10, 2017

(SEAL)

Attest:

Type Name: Amber Maricle

Title: Admin. Asst.

Frederick Andreae Architects:

By: Frederick Andreae

Type Name: Frederick Andreae

Title: Owner

Date: Jan. 9, 2017

Approved as to form:

Dan N. Whitten
County Attorney

Frederick Andreae Architects

25 S. Royal Avenue
Front Royal, Virginia 22630
Tel (540) 635-5135
fandreae@embarqmail.com

Rate Schedule

Principal	$100.00/hour
Associate	$ 65.00/hour

Printing Costs

24" x 35" sheet	$ 4.00/print
18" x 24" sheet	$ 2.25/print
Copies	$ .20/copy

Rate Schedule:

1. Engineer	$95.00 - $125.00/hr.
2. Engineer Tech	$55.00 - $65.00/hr.
3. CAD Operator	$40.00 - $50.00/hr.
4. Clerical	$38.00/hr.

Reimbursable expenses will be billed at the following rates.

1. Prints	$4.00/print
2. Copies	$0.30/copy
3. Express mail	$45.00/mailing

Wes

Wesley F. Siever, P.E.
Vice President

MEI Engineering, Inc.
1780 South Main St.
Harrisonburg, VA 22801
www.MElengineeringinc.com

RACEY ENGINEERING PLLC

"Civil, Structural, Mechanical & Plumbing Engineering and Surveying"

P.O. Box 387
312 West Main Street
Luray, Virginia 22835
Phone (540) 743-9227
Fax (540) 743-6118
contact@raceyengineering.com
www.raceyengineering.com
Virginia Reg. 0413000251 West Virginia Reg. C05328
SWaM #666281 Micro Business - HUBZone #28486

Professional Hourly Rate and Fee Schedule

CLASSIFICATION	RATE	UNIT
Land Surveyor	$ 100.00	Hour
Professional Engineer, Principal	$ 110.00	Hour
Senior Civil Engineer	$ 100.00	Hour
Project Engineer	$ 85.00	Hour
Engineering Designer	$ 65.00	Hour
Survey Technician	$ 55.00	Hour
Project Inspector	$ 70.00	Hour
Field Surveyors		
Three-man Crew	$ 115.00	Hour
Two-man Crew	$ 100.00	Hour
RTK-GPS (one-man crew)	$ 95.00	Hour
RTK-GPS (two-man crew)	$ 120.00	Hour
Clerical (Secretary)	$ 28.00	Hour
PRINTING COSTS		
24" x 36" Sheet	$ 4.50	Sheet
18" x 24" Sheet	$ 2.50	Sheet
24" x 36" Color Sheet	$ 9.50	Sheet

Patrick B. Racey, PE, Senior Manager and Principal
Tyler S. Austin, PE, Operations Manager
Gary L. Shirley, PE, Associate & Engineering Manager
Joshua P. Turner, PE, Engineering Development Manager
Kevin S. Blankenship, LS Resident Surveyor
James C. Whiteside, III, Field Services Coordinator
Celebrating our 21st Year of Service

Ruckman Engineering
Fee Schedule
(Fiscal Yr. 2017)

Personnel	**Unit Rate/Hour**
Senior Engineer	$ 125
Project Engineer	100
Staff Engineer	85
CADD Technician	75
BOCA Code Inspector	90
Sr. Engineering Technician	75
Engineering Technician	55
Clerical	35

Laboratory Services	**Unit Rate/Test**
Natural Moisture Content	$ 10
Atterberg Limits (LL & PL)	130
Shrinkage Limit (SL)	200
Swell Index	250
Specific Gravity	120
Percent Passing No. 200 Sieve (washed)	150
Sieve Analysis w/ No. 200 Sieve (washed)	200
Complete Particle Size Analysis with Hydrometer	350
Natural Density and Moisture Content (Tube)	110
Moisture-Density: Standard Proctor	150
Modified Proctor	200
California Bearing Ratio, 3-points	500
Permeability Test, Shelby Tube Sample	350
Permeability Test, Re-molded Sample	400
Permeability Test, Aggregate	300
Carbonate Content, Aggregate	400
Relative Density, Aggregate	350
Water Soluble Chloride Ion	300
Concrete Compression Strength Testing	13
Concrete Shrinkage Testing	120

Drilling Services	Unit Rate/Item
Mobilization/demobilization (50 mile radius), LS	$ 650
Soil Drilling with Stnd. SPT,	15/lf
Rock Coring,	55/lf
Down-hole-hammer drilling, 4-in. dia.	12/lf
Down-hole-hammer drilling, 6-in. dia.	16/lf
Standby Time,	180/hr
Minimum Daily Rate,	2,000/day
Casing and Well Installation, Quoted per job specific.	

Other Field Services / Equipment	Unit Rate/Item
Mileage (portal-portal),	$ 0.60/mile
Wildcat Cone Penetrometer,	250/day
Dynamic Cone Penetrometer,	50/day
Schmidt Hammer,	200/day
Concrete Cover Meter,	200/day
Nuclear Density Gauge Rental	15/day
All Other Direct Costs,	Direct Cost + 10%

Notes:

1) Hourly charges are based on time from portal-to-portal for all site trips.
2) Overtime, consisting of over eight (8) hours per day, Saturday, Sunday and holiday work, will be charged at 1.5 times the standard rate.

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT	PAGE
January 19, 2021	J-6	Amendment to Architectural Services Annual Term Contract with Land Planning & Design Associates	1 OF 1

EXPLANATION & SUMMARY:

After issuing a Request for Proposals for architectural services, Warren County entered an annual term contract with Land Planning & Design Associates on January 23, 2017 to provide architectural services. It was the County's intention to assign individual projects to Land Planning & Design Associates on an as-needed basis.

The current renewal term commenced on January 23, 2020 and expires on January 22, 2021. The County would like to extend the contract for an additional year, and the amendment to the original contract will allow the new one-year term contract to commence on January 23, 2021 and to expire on January 22, 2022 with the option of one (1) additional one-year term. This renewal will leave no remaining renewal options.

The hourly rates during the renewal term for the architectural services provided by Land Planning & Design Associates have increased slightly and are attached hereto as "Exhibit A". The 2020 billing rates have also been included for reference.

In recent years, the County has engaged Land Planning & Design Associates to provide architectural services for projects such as the Eastham Park and Rockland Park.

This item was discussed at the Board of Supervisors Work Session on January 12, 2021.

COST AND FINANCING:

N/A

CONSENT AGENDA MOTION:

I move that the Board of Supervisors approve and authorize the County Administrator to sign an annual term contract with Land Planning & Design Associates to provide architectural services for an additional one year period from January 23, 2021 to January 22, 2022.

ALTERNATIVE MOTIONS:

I move that the Board of Supervisors not approve the amendment to the annual term contract with Land Planning & Design Associates to provide architectural services for an additional one year period from January 23, 2021 to January 22, 2022.

OR

I move that the Board of Supervisors postpone the request for further discussion to _____.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Caitlin W. Jordan, Sr. Assistant County Attorney		

AMENDMENT 08
TO THE AGREEMENT BETWEEN
THE COUNTY OF WARREN, VIRGINIA
AND LAND PLANNING & DESIGN ASSOCIATES
FOR PROFESSIONAL SERVICES

THIS AMENDMENT dated this _____ day of _____, 2021, by and between the County of Warren, Virginia, a political subdivision of the Commonwealth of Virginia (hereinafter the "Owner"), and Land Planning & Design Associates (hereinafter the "Architect").

WITNESSETH:

WHEREAS, the Owner and the Architect executed an agreement for professional services on January 23, 2017 (hereinafter the "Agreement"); and

WHEREAS, the Agreement was in effect for a term of one (1) year from January 23, 2017 through January 22, 2018; and

WHEREAS, the Agreement has been extended for additional term of three (3) one (1) year from January 23, 2018 through January 22, 2021; and

WHEREAS, the Agreement may be extended for one (1) additional one (1) year terms at the option of the Owner; and

WHEREAS, the Owner and Architect both desire to extend the Agreement for an additional term of one (1) year; and

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, the parties hereto mutually covenant and agree as follows:

(1) Contract Term – The Agreement shall be extended for an additional term of one (1) year to be effective **January 23, 2021 and to extend (unless terminated in accordance with the terms of the Agreement) until January 22, 2022** (hereinafter the "Contract Term").

(2) Renewal - The Contract Term will not be renewable for any additional one (1) year terms at the expiration of this Amendment.

(3) Rates – The hourly rates for the Contract Term are attached hereto as Exhibit "A".

(4) Other Terms of the Agreement – All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereafter have made and executed this Amendment to the Agreement the day and year first written above.

(SEAL) **County of Warren, Virginia**

Attest: _____ By: _____

Type Name: _____ Type Name: _____

Title: _____ Title: _____

Date: _____

(SEAL) **Land Planning & Design Associates**

Attest: _____ By: _____

Type Name: _____ Type Name: _____

Title: _____ Title: _____

Date: _____

Approved as to form:

_____ _____

Caitlin Jordan Date
Senior Assistant County Attorney

LPDA
LANDSCAPE ARCHITECTURE
LAND PLANNING

Exhibit A

1006 E. Jefferson Street
Suite B
Charlottesville, Va. 22902
434.296.2108
www.lpda.net

25151 Ridgetop Circle
Suite 310
Sterling, Va. 20166
703-437-7907

Warren County, VA Annual Contract 2021 Renewal Year **12/15/2020**
Proposed Schedule of Fees
2021 Billing Rates - Land Planning and Design Associates, Inc.

Principal / Quality Control	Bill Mechnick, PLA Zac Lette, PLA	$176
Staff Landscape Architect 1	Amie Evans, PLA Aaron Schwartz, PLA	$126
Staff Landscape Architect 2	Jessica Mauzy, PLA Tristan Cleveland, PLA	$97
Project Designer/CADD	Jason Owen David Johnson Kristin Nelson Qiuling Chen Bob Brooks	$80
Clerical	Deniece DeLong	$97

REPRODUCTION/PRINTING (IN HOUSE PRINTING)

Description	2021 Cost		Sheet 24x36	Sheet 24x60	Sheet 24x72	Sheet 30x42	Sheet 36x48
Oversized							
Paper	$0.45	sq ft	$ 2.70	$ 4.50	$ 5.40	$ 3.94	$ 5.40
Mylar	$1.75	sq ft	$ 10.50	$ 17.50	$ 21.00	$ 15.31	$ 21.00
Color -regular	$3.50	sq ft	$ 21.00	$ 35.00	$ 42.00	$ 30.63	$ 42.00
Color- photo finish	$6.65	sq ft	$ 39.90	$ 66.50	$ 79.80	$ 58.19	$ 79.80
Copies/Prints							
Letter - B/W	$ 0.05	per sheet	11x17 - B/W	$ 0.25	per sheet		
Letter - Color	$ 0.38	per sheet	11x17 - Color	$ 1.50	per sheet		
Legal - B/W	$ 0.10	per sheet	12x18 - B/W	$ 0.35	per sheet		
Legal - Color	$ 0.50	per sheet	12x18 - Color	$ 1.75	per sheet		

OTHER DIRECT COSTS

CD/DVD		**Licenses / Permits**	
burn,label,mail	$ 10.00 per disc		Actual costs
Postage		**Printing - out sourced**	
UPS/FedEx/Courier	Actual cost		Actual costs
Mileage		**Conference calls**	
Based on current Federal rate (.575 per mile)			Actual costs
Travel including Lodging / Tolls / Rental Car		**Other expenses for project use**	
Actual Costs			Actual Costs

Exhibit A

2021 Billing Rates - Triad Engineering, Inc.

Principal Engineer(PE)	$150
Randy Moulton, P.E.	
Senior Engineer(PE) or Senior PM	$125
Bradley Reynolds, P.E.	
Billie Swailes, P.E.	
Project Engineer	$105
Eric Iser, P.E.	
Stephen J. Gyurisin, P.E.	
Raymond A. Strother, Jr., P.E.	
Staff Engineer	$90
Kent Abe	
James Wheeler	
Brendan Bishop	
Sr. CADD Designer/Drafter	$85
Ronald D. Bidle Jr.	
CADD Designer/Drafter	$75
Gregory Rhodes	
Senior Geologist	$120
Jeffrey Mitchell	
Biologist	$100
Timothy J. Kellerman	
Senior Environmental Scientist	$90
Nick Wolfe	
Staff Environmental Scientist	$70
Patrick M. Upham	
Licensed Surveyor	$100
Mark Campbell, L.S.	
Senior Survey Technician	$80
Jim Doughtry	
Survey Technician	$70
Mike Wills	
1-Man Field Crew	$85
2-Man Field Crew	$100
3-Man Field Crew	$140
Clerical/Secretary	$40
Debbie Jones	

TRIAD ENGINEERING, INC. Reimbursable Expenses

Description	Unit Rate
Transportation Charges, Per Mile	$ 0.70
Meals and Lodging, Direct Cost Plus	15%
Minimum Daily Charge Per Person	120.00
All Other Direct Expenses, Direct Cost Plus	15%
Reproduction Costs, per 24" x 36" sheet	2.50
Reproduction Costs, Color, per square foot	1.50

Exhibit A

2021 Billing Rates - OWPR, INC.

Project Manager (P.E. or R.A.)	$151.35
Architect (Licensed, R.A.)	$151.35
Structural Engineer (P.E.)	$151.35
Mechanical Engineer (P.E.)	$151.35
Civil Engineer (P.E.)	$151.35
Electrical Engineer (P.E.)	$109.62
Architectural Designer	$ 75.00
Plumbing Designer	$100.32
Sprinkler System Designer	$100.00
Engineering Designer	$ 75.00
CADD Technician	$ 73.20
Architectural Drafter	$ 75.00
Engineering Drafter	$ 75.00
Interior Designer	$ 98.69
Interior Technician	$ 90.38
Landscape Architect	$100.00
Spec/Report Writer	$151.35
Typist/Clerical	$ 66.00
Estimators	$ 80.00
IT Manager	$ 60.00

Billing Rates

Pennoni – North Carolina and Virginia
2021 SCHEDULE OF FEES

Pennoni provides engineering consulting services to its clients in accordance with the terms and conditions of our contract. Pennoni's compensation will be based on the following schedule of fees and charges unless our contract specifies otherwise.

LABOR CATEGORY	RATES: $/HOUR
Senior Principal Professional	$255
Principal Professional	$200
Senior Professional	$179
Project Professional	$162
Staff Professional	$150
Associate Professional	$142
Graduate Professional	$114
Technician III	$105
Technician II	$ 97
Technician I	$ 85
2-Man Survey Crew	$155
3-Man Survey Crew	$206
Senior Field Technician	$ 95
Field Technician	$ 66
Laboratory Technician	$ 80
Project Assistant	$ 85

- Add 15% to above Survey Crew rates when OSHA 40-hour training required
- Technical Support/Expert Testimony Fee provided upon request

"Professional" includes all disciplines (Engineer, Landscape Architect, Surveyor, Geologist, etc.)

EXPENSES:

Pennoni does not bill for routine office management or accounting services; however, direct expense charges described below are subject to an additional administrative and handling fee as indicated:

- Subconsultant/Subcontractor services: cost plus 10%
- Project Related Travel and Living Expenses: cost plus 10%
- Expendable Materials/Supplies and Outside Reproduction): cost plus 10%
- Passenger Vehicles: per IRS standard rate
- Communication Fee: 2% of billable labor. Includes cost for non-deliverable in-house photocopies, non-express postage and telephone/fax/computer.

LPDA
LAND PLANNING & DESIGN
ASSOCIATES
Landscape Architecture • Land Planning

1006 E. Jefferson Street
Suite B
Charlottesville, Va. 22902
434.296.2108
Fax: 434.296.2109
www.lpda.net
lpdainc@lpda.net

25151 Ridgetop Circle
Suite 310
Sterling, Va. 20166
703-437-7907

Warren County, VA Annual Contract 2020 Renewal Year
Proposed Schedule of Fees
12/2/19

2020 Billing Rates - Land Planning and Design Associates, Inc.

Principal, Quality Control	$176
William R. Mechnick	
Zac Lette	
Staff Landscape Architect 1	$120
Amie Sullivan	
Aaron Schwartz	
Staff Landscape Architect 2	$93
Jessica Mauzy, LEED AP	
Tristan Cleveland	
Project Designer/CADD	$77
Jason Owen	
David Johnson	
Clerical	$97
Deniece DeLong	

REPRODUCTION/PRINTING (IN HOUSE PRINTING)

Description	2017 Cost			Sheet 24X36	Sheet 24X60	Sheet 24x72	Sheet 30X42	Sheet 36X48
Oversized								
Paper	$0.45	sq ft		$ 2.70	$ 4.50	$ 5.40	$ 3.94	$ 5.40
Mylar	$1.75	sq ft		$ 10.50	$ 17.50	$ 21.00	$ 15.31	$ 21.00
Color- regular	$3.50	sq ft		$ 21.00	$ 35.00	$ 42.00	$ 30.63	$ 42.00
Color- photo finish	$6.65	sq ft		$ 39.90	$ 66.50	$ 79.80	$ 58.19	$ 79.80
Copies/Prints								
Letter - B/W	$ 0.05	per sheet		11x17 - B/W	$ 0.25	per sheet		
Letter - Color	$ 0.38	per sheet		11x17 - Color	$ 1.50	per sheet		
Legal - B/W	$ 0.10	per sheet		12x18 - B/W	$ 0.35	per sheet		
Legal - Color	$ 0.50	per sheet		12x18 - Color	$ 1.75	per sheet		

OTHER DIRECT COSTS

CD/DVD		**Licenses / Permits**		
burn/label/mail	$ 10.00	per disc	Actual costs	
Postage		**Printing - out sourced**		
UPS/FedEx/Courier	Actual cost		Actual costs	
Mileage		**Conference calls**		
Based on current Federal rate (.58 per mile)			Actual costs	
Travel including Lodging / Tolls / Rental Car		**Other expenses for project use**		
Actual Costs			Actual Costs	

Exhibit A

LPDA
LAND PLANNING & DESIGN ASSOCIATES

2020 Billing Rates - Triad Engineering, Inc.

Principal Engineer(PE)	$150
Randy Moulton, P.E.	
Senior Engineer(PE) or Senior PM	$125
Bradley Reynolds, P.E.	
Billie Swalles, P.E.	
Project Engineer	$105
Eric Iser, P.E.	
Stephen J. Gyurisin, P.E.	
Raymond A. Strother, Jr., P.E.	
Staff Engineer	$90
Kent Abe	
James Wheeler	
Brendan Bishop	
Sr. CADD Designer/Drafter	$85
Ronald D. Bidle Jr.	
CADD Designer/Drafter	$75
Gregory Rhodes	
Senior Geologist	$120
Robert Sykes, CPG	
Biologist	$100
Timothy J. Kellerman	
Senior Environmental Scientist	$90
Nick Wolfe	
Staff Environmental Scientist	$70
Patrick M. Upham	
Licensed Surveyor	$100
Kevin Shreiner, L.S.	
Senior Survey Technician	$80
Jim Doughtry	
Survey Technician	$70
Mike Wills	
1-Man Field Crew	$85
2-Man Field Crew	$100
3-Man Field Crew	$140
Clerical/Secretary	$40
Debbie Jones	

TRIAD ENGINEERING, INC. Reimbursable Expenses

Description	Unit Rate
Transportation Charges, Per Mile	$ 0.70
Meals and Lodging, Direct Cost Plus	15%
Minimum Daily Charge Per Person	120.00
All Other Direct Expenses, Direct Cost Plus	15%
Reproduction Costs, per 24" x 36" sheet	2.50
Reproduction Costs, Color, per square foot	1.50

LPDA
LAND PLANNING & DESIGN
ASSOCIATES

2020 Billing Rates - OWPR, INC.

Project Manager (P.E. or R.A.)	$151.35
Architect (Licensed, R.A.)	$151.35
Structural Engineer (P.E.)	$151.35
Mechanical Engineer (P.E.)	$151.35
Civil Engineer (P.E.)	$151.35
Electrical Engineer (P.E.)	$109.62
Architectural Designer	$ 75.00
Plumbing Designer	$100.32
Sprinkler System Designer	$100.00
Engineering Designer	$ 75.00
CADD Technician	$ 73.20
Architectural Drafter	$ 75.00
Engineering Drafter	$ 75.00
Interior Designer	$ 98.69
Interior Technician	$ 90.38
Landscape Architect	$100.00
Spec/Report Writer	$151.35
Typist/Clerical	$ 66.00
Estimators	$ 80.00
IT Manager	$ 60.00

2020 Billing Rates – Pennoni

Senior Principal Professional	$250
Principal Professional	$196
Senior Professional	$165
Project Professional	$154
Staff Professional	$146
Associate Professional	$138
Graduate Professional	$108
Technician III	$ 98
Technician II	$ 91
Technician I	$ 82
2-Man Survey Crew	$146
3-Man Survey Crew	$200
Senior Field Technician	$ 88
Field Technician	$ 62
Laboratory Technician	$ 77
Building Code Official	$ 93
Project Assistant	$ 82

▯ Add 15% to above Survey Crew rates when OSHA 40-hour training required

LPDA
LAND PLANNING & DESIGN ASSOCIATES

▯ Technical Support/Expert Testimony Fee provided upon request Bond – B/W

EXPENSES:
Pennoni does not bill for routine office management or accounting services; however, direct expense charges described below are
subject to an additional administrative and handling fee as indicated:
▯ Subconsultant/Subcontractor services: cost plus 10%
▯ Project Related Travel and Living Expenses: cost plus 10%
▯ Field Equipment, Expendable Materials/Supplies and Outside Reproduction): cost plus 10%
▯ Passenger Vehicles: per IRS standard rate
▯ Communication Fee: 2% of billable labor. Includes cost for non-deliverable in-house photocopies, non-express postage and
telephone/fax/computer.

Normal hourly rates do not apply to overtime. Court related services or expert research, preparation and testimony are billed at two times the above rates.
Note: Triad and LPDA rates are based on FAR audit compliant rates. These may be used for federally funded projects and meet VDOT audit requirements. The rates may change year to year based on actual payroll, audited overhead rates and VDOT policies. In most cases the rates provide are lower than the allowable rate. LPDA and Triad will utilize the lower rate, as this is acceptable to Federal audit practices.

AGREEMENT BETWEEN
THE COUNTY OF WARREN, VIRGINIA
AND LAND PLANNING AND DESIGN ASSOCIATES, INC.
FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 23 day of January, 2017, (hereinafter referred to as the "Agreement") between the **County of Warren, Virginia**, a political subdivision of the Commonwealth of Virginia (OWNER) and **Land Planning and Design Associates, Inc.** (ARCHITECT/ENGINEER). OWNER intends to utilize the ARCHITECT/ENGINEER for specific projects in the County (hereinafter referred to as the "Projects").

OWNER and ARCHITECT/ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional architectural/engineering services by ARCHITECT/ENGINEER and the payment for those services by OWNER as set forth below.

ARCHITECT/ENGINEER shall provide professional architectural/engineering services for OWNER in all phases of the Projects to which this Agreement applies, shall serve as OWNER's professional architectural/engineering representative for the Projects as set forth below and shall give professional architectural/engineering consultation and advice to OWNER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF ARCHITECT/ENGINEER

1.1. General.

1.1.1. ARCHITECT/ENGINEER shall perform professional services as hereinafter stated which shall include customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto. ARCHITECT/ENGINEER shall perform all services hereunder: (i) expeditiously and consistent with the orderly progress of the project; (ii) in accordance with the standard of care and skill of the architectural/engineering profession existing as of the date such services are provided; (iii) in accordance with all applicable laws, codes and regulations in effect at the time the Final Design Phase is complete; and (iv) in accordance with current standard technology for accepted within the industry as of the time the Final Design Phase is complete.

1.1.2. Non-discrimination. During the performance of this Agreement, ARCHITECT/ENGINEER agrees that ARCHITECT/ENGINEER will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin except where religion, sex or national origin is

a bona fide occupational qualification reasonably necessary to the normal operation of the ARCHITECT/ENGINEER. ARCHITECT/ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provisions of this non-discrimination clause. ARCHITECT/ENGINEER, in all solicitations or advertisements for employees placed by or on behalf of ARCHITECT/ENGINEER, will state that ARCHITECT/ENGINEER is an equal opportunity employer. ARCHITECT/ENGINEER will include the provisions of this paragraph in every subcontract or purchase order of over $10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

1.1.3. Drug-free Workplace.

A. During the performance of this contract, the ARCHITECT/ENGINEER agrees to (i) provide a drug-free workplace for the ARCHITECT/ENGINEER's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the ARCHITECT/ENGINEER's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the ARCHITECT/ENGINEER that the ARCHITECT/ENGINEER maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over ten thousand dollars ($10,000), so that the provisions will be binding upon each subcontractor or vendor.

B. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to ARCHITECT/ENGINEER 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.

1.1.4. The ARCHITECT/ENGINEER agrees and represents that it does not now, nor will it during the performance of this contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

1.1.5. During the performance of this contract, the ARCHITECT/ENGINEER agrees to be authorized to transact business in the Commonwealth of Virginia as a domestic

or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia (1950), as amended, or as otherwise required by law.

1.2. Preliminary Report Phase.

After written authorization to proceed, ARCHITECT/ENGINEER shall:

1.2.1 Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.

1.2.2 Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in Paragraph 3.2, and act as OWNER's representative in connection with any such services.

1.2.3 Provide analyses of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

1.2.4 Provide a general economic analysis of OWNER's requirement applicable to various alternatives.

1.2.5 Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to OWNER and setting forth ARCHITECT's/ENGINEER's findings and recommendations with opinions of probable costs for the Project, including Construction Cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs").

1.2.6 Furnish six (6) copies of the Report and present and review it in person with OWNER.

1.3. Preliminary Design Phase.

After written authorization to proceed with the Preliminary Design Phase, ARCHITECT/ENGINEER shall:

1.3.1. In consultation with OWNER and on the basis of the accepted Preliminary Architectural/ Engineering Report, determine the extent of the Project.

1.3.2. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.

1.3.3. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.

1.3.4. Furnish six (6) copies of the above preliminary design documents and present and review them in person with OWNER.

1.3.5. Provide to OWNER for review and approval the preliminary design documents at 30% of completion, at 50% of completion and at 90% of completion.

1.4. **Final Design Phase.**

After written authorization to proceed with the Final Design Phase, ARCHITECT/ENGINEER shall:

1.4.1. On the basis of accepted preliminary design documents and the revised opinion of probable Project Costs, prepare Contract Documents to include final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications. Contract Documents shall include Drawings and Specifications, along with general and supplementary conditions and other documents identified as such in the Bidding Documents described in Paragraph 1.5.1. ARCHITECT/ENGINEER shall furnish OWNER with six (6) sets of the Drawings and Specifications.

1.4.2. Prepare in consultation with OWNER such documents and design data including, but not limited to, environmental impact statements, as may be required for ARCHITECT/ENGINEER, on behalf of OWNER, to apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and obtain such approvals by submitting appropriate materials to and negotiating with appropriate authorities. Payment to ARCHITECT/ENGINEER by OWNER for environmental impact statement, if needed, shall be negotiated before services are rendered.

1.4.3. Advise OWNER of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Costs based on the Drawings and Specifications.

1.4.4. Prepare for review and approval by and consult with OWNER, his legal counsel and other advisors to conform OWNER's standard construction contract agreement forms (Construction Contract General Conditions), and supplementary conditions for use on the Project. Prepare for review and approval by OWNER, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.4.5. Furnish six (6) copies of the above documents and present and review them in person with OWNER.

1.4.6. Provide to OWNER for review and approval the final design documents at 30% of completion, at 50% of completion and at 90% of completion.

1.5. **Bidding or Negotiating Phase.**

After written authorization to proceed with Bidding or Negotiating Phase, ARCHITECT/ENGINEER shall:

1.5.1. Prepare Bidding Documents to consist of bidding requirements, contract documents conforming to OWNER's Construction Contract General Conditions and other standard forms, Specifications and Drawings.

1.5.2. Assist OWNER in establishing a list of prospective contractors and, upon OWNER's request, assist in pre-qualifying prospective bidders in accordance with the requirements of Section 2.2-4317 of the Virginia Public Procurement Act.

1.5.3. Upon OWNER's request: procure copying and assembly of Bidding Documents for distribution to prospective bidders; distribute Bidding Documents to prospective bidders; prepare and maintain a record of distribution of Bidding Documents, receipt and returns of deposits, if applicable, and return bids. Bidder to pay ARCHITECT/ENGINEER for Contract Documents at ARCHITECT's/ENGINEER's cost plus 10% plus the cost for shipping and handling.

1.5.4. Prepare and distribute written responses to questions from prospective bidders and prepare and distribute addenda when appropriate to clarify or correct the Bidding Documents.

1.5.5. Organize and conduct pre-bid conferences and bid openings for each separate prime contract for construction, materials, equipment and services.

1.5.6. Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.

1.5.7. Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.5.8. Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.

1.5.9. Consult with OWNER to discuss ways to reduce project cost if the lowest bona fide bid received exceeds the Probable Cost.

1.6. **Construction Phase.**

During the Construction Phase ARCHITECT/ENGINEER shall:

1.6.1. Consult with and advise OWNER and act as his representative as provided in the Construction Contract General Conditions. ARCHITECT/ENGINEER shall coordinate the performance of its duties and responsibilities with the OWNER's Authorized Representative, an individual or entity to be identified in the Construction Contract. ARCHITECT/ENGINEER recognizes that ARCHITECT's/ENGINEER's authority during the Construction Phase is strictly limited as set forth herein and in the Construction Contract General Conditions. The extent and limitations of the duties, responsibilities and authority of ARCHITECT/ENGINEER are as assigned in said Construction Contract except as ARCHITECT/ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor(s) will be issued through the OWNER's Authorized Representative.

1.6.2. Make visits to the site at intervals appropriate to the various stages of construction to perform all duties and responsibilities set forth herein and observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. ARCHITECT/ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ARCHITECT/ENGINEER shall be responsible for its negligent acts and omissions, but shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ARCHITECT's/ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Documents, but ARCHITECT/ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with Contract Documents. During such visits and on the basis of on-site observations ARCHITECT/ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

1.6.3. Review and approve (or take appropriate action in respect to) Shop Drawings (as that term is defined in the Construction Contract General Conditions) and samples, the results of tests and inspections and other data which each Contractor

is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not accede to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents; maintain and make available for review and/or copying by OWNER project files including but not limited to Shop Drawings and other submittals, minutes of meetings attended by ARCHITECT/ENGINEER, correspondence, change orders, field orders and Construction Contract modifications, and other documents related to the Project.

1.6.4. Issue all instructions of OWNER to Contractor(s) when instructed to do so by OWNER's Authorized Representative; issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders for consideration by the OWNER and/or OWNER's Authorized Representative as required; prepare other change order documents within the general scope of the Construction Contract as may be required; make recommendations to OWNER on any change orders suggested by the Contractor; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make recommendations on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; but ARCHITECT/ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith and in accordance with the standard of care as set forth in Paragraph 1.1.1.

1.6.5. Based on ARCHITECT's/ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amount owing to Contractor(s) and recommend in writing payments of Contractor(s) in such amounts; such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point

indicated, that, to the best of ARCHITECT's/ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ARCHITECT/ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ARCHITECT/ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or program incident thereto or that ARCHITECT/ENGINEER has made an examination to ascertain how or for what purposes Contractor has used the monies paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.

1.6.6. Conduct an inspection to determine if the Project is substantially complete, prepare a Punch List of items to be completed, corrected, or repaired, monitor and advise OWNER on Contractor's completion of Punch List items, and conduct a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ARCHITECT/ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the limitations expressed in Paragraph 1.6.5. ARCHITECT/ENGINEER will rely upon the observations of the OWNER's Authorized Representative of work not visible at the time of the final inspection and his witnessing of any tests and equipment startups when conducting the final inspection.

1.6.7. Be responsible for its own acts and omissions, but not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s) or subcontractors' agents or employees of any other persons (except ARCHITECT's/ENGINEER's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in

Paragraphs 1.6.1. through 1.6.7., inclusive, shall be construed to release ARCHITECT/ENGINEER from liability for failure to properly perform duties undertaken by him in the Contract Documents.

1.6.8. Bear all reasonable costs incident to compliance with the requirements of this Section 1.

SECTION 2 - ADDITIONAL SERVICES FROM ENGINEER

2.1. General.

If authorized in writing by OWNER, ARCHITECT/ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services except to the extent provided otherwise in Exhibit A; these will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of wetlands (except where called for in Exhibit A); review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals or authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2. Unless reasonably necessary to perform Basic Services hereunder, services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted duties, reports, design documents or Contract Documents when such revisions are due to causes beyond ARCHITECT's/ENGINEER's control.

2.1.4. Providing renderings or model for OWNER's use.

2.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work not caused by ARCHITECT/ENGINEER.

2.1.6. Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design except as required by Paragraph 1.5.9.; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and

assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7. Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, such as consultants for asbestos, lead or hazardous materials surveys and services relating to the mitigation or removal of asbestos, lead or other hazardous materials, interior design, furniture, furnishings, communications, acoustics, kitchens and landscaping; and providing data or services of the types described in Paragraph 3.2 when OWNER authorizes ARCHITECT/ENGINEER to provide such data or services in lieu of furnishing the same in accordance with Paragraph 3.3.

2.1.8. Services resulting from the award of more separate prime contracts for construction, material, equipment or services for the Project than are contemplated by Exhibit A and services resulting from the arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER's contracts for such services.

2.1.9. Providing boundary surveys or staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.10. Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, services after the award of each contract in evaluating substitutions proposed by Contractor(s), and in making revisions to Drawings and Specifications occasioned thereby, and services resulting from significant delays, changes or price increases occurring as a direct result of material, equipment or energy shortages unless ARCHITECT/ENGINEER knew of, should have known of, or should have prevented such substitutions, revisions, delays, changes or price increases.

2.1.11. Services during out-of-town travel required of ARCHITECT/ENGINEER other than visits to the site as required by Section 1.

2.1.12. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction; (2) a significant amount of defective or neglected work by Contractor(s); (3) prolongation of the contract time of any prime contract by more than the time set forth in the bid documents when ARCHITECT/ENGINEER has not caused or contributed to such prolongation; (4)

acceleration of the progress schedule involving services beyond normal working hours when ARCHITECT/ENGINEER has not caused or contributed to such acceleration; and (5) default by Contractor(s).

2.1.13. Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.14. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services or in response to a subpoena issued on behalf of a court of competent jurisdiction).

2.1.15. Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.

2.1.16. Additional services required in connection with changes in the applicable regulations to include but not limited to Local, State, and Federal oversight agencies made after completion of extra work and cost after contract is signed and the Final Design Phase.

2.2. Resident Services During Construction.

2.2.1. In the event OWNER does not provide an OWNER's Authorized Representative, ARCHITECT/ENGINEER shall, upon written agreement with OWNER furnish a Resident Project Representative to act as directed by ARCHITECT/ENGINEER in order to assist ARCHITECT/ENGINEER in observing performance of the work of Contractor(s). Such services will be paid for by OWNER at a rate negotiated prior to the time that the Resident Project Representative is needed.

2.2.2. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, ARCHITECT/ENGINEER shall attempt to provide further protection for OWNER against defects and deficiencies in the work of Contractor(s); ARCHITECT/ENGINEER shall be responsible for the negligent acts and omissions of the Resident Project Representative, if said representative is ARCHITECT's/ENGINEER's employee or subcontractor but the furnishing of such resident Project representation will not make ARCHITECT/ENGINEER responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform their work in accordance with the Contract Documents or in accordance with standard construction practices.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.2. Furnish ARCHITECT/ENGINEER all available information pertinent to the Project as required by law or this Agreement including previous reports and any other data relative to design or construction of the Project.

3.3. Provide boundary surveys and easement plats to enable ARCHITECT/ENGINEER to proceed with the topographic survey of the site and location of needed improvements and to allow the OWNER to acquire easements and property.

3.4. Arrange for access to and make all provisions for ARCHITECT/ENGINEER to enter upon public and private property as required for ARCHITECT/ENGINEER to perform his services.

3.5. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ARCHITECT/ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ARCHITECT/ENGINEER.

3.6. Furnish associated fees as well as approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.7. Provide such accounting, independent cost estimating, insurance and value engineering, counseling services as may be required for the Project, such legal services as OWNER may require or ARCHITECT/ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.

3.8. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete

authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ARCHITECT's/ENGINEER's services.

3.9. Give prompt written notice to ARCHITECT/ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ARCHITECT's/ENGINEER's services, or any defect in the work of Contractor(s).

3.10. Furnish, or direct ARCHITECT/ENGINEER to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services required.

3.11. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

4.1. The contract term will be limited to one year, commencing at the date of award, or when the cumulative total project fees are reached, whichever occurs first. The total for all projects performed shall not exceed the greater of Five Hundred Thousand Dollars ($500,000) or the amount allowed under the Code of Virginia for the contract term. The project fee shall not exceed the greater of One Hundred Thousand Dollars ($100,000) or the amount allowed under the Code of Virginia for any single project.

4.2. The contract term may be renewable for up to four (4) additional one-year terms at the option of the OWNER, and upon written mutual agreement between the OWNER and the ARCHITECT/ENGINEER.

4.3. Work assignments shall be on "as needed" basis. The OWNER reserves the at all times to perform work in-house or to award projects on a competitive negotiation basis.

4.4. The provisions of this Section 4 and the various rates of compensation for ARCHITECT's/ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Projects through completion of the Construction Phase. ARCHITECT's/ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the Projects including extra work and required extensions thereto.

4.5. After acceptance by OWNER of the Preliminary Engineering Report Phase documents indicating any specified modifications or changes in the extent of the Projects desired by OWNER, and upon written authorization from OWNER, ARCHITECT/ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase and shall submit preliminary design documents and a revised opinion of probable Project Cost.

4.6. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Project Cost, indicating any specific modifications or changes in the extent of the Project desired by OWNER, and upon written authorization from OWNER, ARCHITECT/ENGINEER shall proceed with the performance of the services called for in the Final Design Phase; and shall deliver Contract Documents and a revised opinion of probable Project Cost for all work of Contractor(s) on the Projects.

4.7. ARCHITECT's/ENGINEER's services under the Study and Report Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by the OWNER, or (2) thirty (30) days after the date when such submissions are delivered to OWNER for final acceptance, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction over design criteria applicable to the Projects.

4.8. After acceptance by OWNER of the ARCHITECT's/ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Project Cost and upon written authorization to proceed, ARCHITECT/ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of the negotiations with prospective Contractor(s).

4.9. The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Projects or any part thereof, and will terminate upon written approval by ARCHITECT/ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Projects involve more than one prime contract.

4.10. If OWNER has requested significant modification or changes in the extent of any of the Projects, the time or performance of ARCHITECT's/ENGINEER's services and his various rates of compensation may be renegotiated.

4.11. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within sixty (60) calendar days after completion of the Final Design Phase, ARCHITECT/ENGINEER may, after giving seven (7) days written

notice to OWNER and if OWNER does not respond, suspend services under this Agreement.

4.12. If ARCHITECT's/ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three (3) months for reasons beyond ARCHITECT's/ENGINEER's control, ARCHITECT/ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in Paragraph 5.3.2. If such delay or suspension extends for more than one (1) year for reasons beyond ARCHITECT's/ENGINEER's control, or if ARCHITECT/ENGINEER for any reason is required to render services for more than one (1) year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement may be renegotiated.

4.13. In the event that the work designed or specified by ARCHITECT/ENGINEER is to be performed under more than one prime contract, OWNER and ARCHITECT/ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for the performance of ARCHITECT's/ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under separate contracts. This schedule is to be prepared whether or not the work under such contract is to proceed concurrently, and the provisions of Paragraph 4.4 through 4.10, inclusive, will be modified accordingly.

4.14. In the event the OWNER furnishes the OWNER's Authorized Representative.

A. GENERAL

OWNER's Authorized Representative is OWNER's Agent, will act as directed by and under the supervision of OWNER, and will confer with OWNER regarding his actions. OWNER's Authorized Representative's dealings in matters pertaining to the on-site work shall in general be only with ARCHITECT/ENGINEER and Contractor(s), and dealings with subcontractors shall only be through or with the full knowledge of Contractor(s). Written communication with OWNER will generally be through the ARCHITECT/ENGINEER. The OWNER may require copies of reports or communications be sent directly to the OWNER.

SECTION 5 - PAYMENTS TO ENGINEER

5.1. **Methods of Payment for Services and Expenses of ENGINEER.**

5.1.1. For Basic Services. OWNER shall pay ARCHITECT/ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit A "Fee Schedules") as detailed.

5.1.2. For Additional Services. OWNER shall pay ARCHITECT/ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1. General. For Additional Services rendered under Paragraphs 2.1.1. through 2.1.17., inclusive (except services covered by Paragraph 2.1.7. and services as a consultant or witness under Paragraph 1.1.16), on the basis of Payroll Costs for services rendered by principals and employees assigned to the Project, or as negotiated.

5.1.2.2. Special Consultants. For services and reimbursable expenses of special consultants employed by ARCHITECT/ENGINEER pursuant to Paragraph 2.1.7. or 2.1.17., the amount billed the ARCHITECT/ENGINEER therefor for services, but not for expenses. Related reimbursable expenses shall be paid for times a factor of 1.00.

5.1.2.3. Serving as a Witness. For the services by principals and employees as consultants or witnesses (other than under subpoena) in any litigation, hearing or proceeding in accordance with Paragraph 2.1.16., on the basis of payroll costs, plus expenses (and compensation for time spent in preparing to appear in any such litigation, hearing or proceeding will be on the basis as provided in Paragraph 5.1.2.1.).

5.1.2.4. Resident Project Services. For resident services during construction if furnished under Paragraph 2.2.1., on the basis of Payroll Costs or as negotiated for services rendered by principals and employees assigned to field offices in connection with resident Project representation. For Resident Project Services furnished under Paragraph 2.2.1. who are contract employees to the ARCHITECT/ENGINEER, the rate of compensation will be negotiated.

5.1.3. For Reimbursable Expenses. In addition to payments provided for in Paragraphs 5.1.1. and 5.1.2., OWNER shall pay ARCHITECT/ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.

5.1.4. The terms "Payroll Costs" and "Reimbursable Expenses" will have the meanings assigned to them in Paragraph 5.4.

5.2. **Times of Payment.**

5.2.1. ARCHITECT/ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ARCHITECT's/ENGINEER's estimate of the

proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ARCHITECT's/ENGINEER's monthly statements.

5.3. **Other Provisions Concerning Payments.**

5.3.1. If OWNER fails to make any payment due ARCHITECT/ENGINEER for services and expenses within forty-five (45) days from the receipt of ARCHITECT's/ENGINEER's bill therefore, the amounts due ARCHITECT/ENGINEER shall include a charge at the rate of 0.75% per month from said forty-fifth (45th) day, and in addition, ARCHITECT/ENGINEER may, after giving seven (7) days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

5.3.2. In the event of termination by OWNER under Paragraph 7.1. for convenience and not for cause, upon the completion of any phase of the Basic Services, progress payments due ARCHITECT/ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ARCHITECT/ENGINEER will be paid for services rendered during that phase on the basis of the percent of the work completed. In the event of any such termination, ARCHITECT/ENGINEER will be paid for all unpaid Additional Services actually performed on a percent complete basis and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses include expenses directly attributable to termination and for which ARCHITECT/ENGINEER is not otherwise compensated.

5.3.3. In the event of termination by OWNER for cause, ARCHITECT/ENGINEER shall be paid such amount as the parties may mutually agree or as otherwise may be determined through proceedings set forth in Paragraph 7.5 Disputes.

5.4. **Definitions.**

5.4.1. The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers'

compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

5.4.2. Reimbursable Expenses mean the actual expenses incurred directly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation (not to exceed the federal automobile reimbursement rate) of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, drawings, specifications, and similar Project-related items in addition to those required under Section 8; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1. **Construction Cost.**

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost of the entire Project to OWNER, but it will not include ARCHITECT/ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project. (Construction Cost is one of the items comprising Project Costs which is defined in Paragraph 1.2.5.).

6.2. **Opinions of Cost.**

6.2.1. Since ARCHITECT/ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ARCHITECT/ENGINEER cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him.

SECTION 7 - GENERAL CONSIDERATIONS

7.1. **Termination.**

7.1.1. Termination for Cause. The obligation to provide further services under this Agreement may be terminated by either party upon fifteen (15) days written notice

in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.1.2. Termination for Convenience. The obligation to provide further services under this Agreement may be terminated by OWNER for its convenience, and not for cause, upon fifteen (15) days written notice. ARCHITECT/ENGINEER shall be compensated for work performed through the date of termination, and for termination expenses, in accordance with Paragraph 5.3.2. but OWNER shall not be liable to ARCHITECT/ENGINEER for lost profit on services not performed as a result of such Termination for Convenience.

7.2. **Reuse of Documents.**

Drawings, Specifications and other documents, including electronic data, prepared by ARCHITECT/ENGINEER pursuant to this Agreement are Instruments of Service in respect of the Project. Instruments of Service are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse by or on behalf of OWNER without written verification of adaptation by ARCHITECT/ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ARCHITECT/ENGINEER. Any such verification or adaptation will entitle ARCHITECT/ENGINEER to further compensation at rates to be agreed upon by OWNER and ARCHITECT/ENGINEER. OWNER may reproduce and use the Instruments of Service solely for the purpose of constructing, using and maintaining the Project and for administering all contracts relating to the Project. In the event of a Termination of the Agreement for cause, OWNER shall retain the right to utilize the Instruments of Service to complete, use and maintain the Project, but not for use on any other Project. If termination occurs, ARCHITECT/ENGINEER will not be required to seal incomplete work.

7.3. **Controlling Law.**

This Agreement is to be governed by the Law of the Commonwealth of Virginia in accordance with the laws, ordinances, regulations, permits and resolutions of the County of Warren, Virginia.

7.4. **Successors and Assigns.**

7.4.1. OWNER and ARCHITECT/ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators,

assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

7.4.2. Neither OWNER nor ARCHITECT/ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except as stated in Paragraph 7.4.1. and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ARCHITECT/ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate, and to which OWNER has no reasonable objection, to assist him in the performance of services hereunder.

7.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ARCHITECT/ENGINEER.

7.5. Disputes.

7.5.1. Mediation. The parties may by mutual consent endeavor to settle disputes by mediation in accordance with Construction Industry Mediation Rules of the American Arbitration Association currently in effect or as the parties may mutually agree. Mediation shall not operate to toll or otherwise suspend or extend any applicable statute of limitations absent a written agreement by the parties to do so.

7.5.2. Litigation. All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof shall be instituted in the Warren County Circuit Court.

7.6. **Insurance.**

ARCHITECT/ENGINEER shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable. Such professional liability insurance will provide for coverage in the amount of one (1) million dollars ($1,000,000.00); shall name the OWNER as an additional insured; and shall be effective through the date of the end of the Project. Certificates of such insurance shall be delivered to OWNER upon execution of this Agreement.

SECTION 8 - ELECTRONIC DOCUMENTS

8.1. In accepting and utilizing any drawings, reports, and data on any form of electronic media generated and furnished by the ARCHITECT/ENGINEER, the OWNER agrees that all such electronic files are Instruments of Service of the ARCHITECT/ENGINEER, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project as provided herein. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the ARCHITECT/ENGINEER. The OWNER and the ARCHITECT/ENGINEER agree that any electronic files furnished by either party shall conform to the ARCHITECT's/ENGINEER's standard specifications so long as such electronic files are compatible with and usable by OWNER's computer system. Any changes to the electronic specifications by either the OWNER or the ARCHITECT/ENGINEER are subject to review and acceptance by the other party. Additional services by the ARCHITECT/ENGINEER made necessary by OWNER's unauthorized changes to the electronic file specifications shall be compensated for as Additional Services. Electronic files furnished by either party shall be subject to an acceptance period of ten (10) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy Construction Documents. In the event of a conflict between the signed Construction Documents prepared by the ARCHITECT/ENGINEER and electronic files, the signed or sealed hard-copy construction documents shall govern.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the ARCHITECT/ENGINEER, and the ARCHITECT/ENGINEER makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the ARCHITECT/ENGINEER be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

SECTION 9 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

9.1. The following Exhibits are attached to and made a part this Agreement:

9.1.1. Exhibit A "Fee Schedules"

In the event of any conflict between the provisions contained herein and Exhibit A, the provisions of the document deemed by OWNER to be most favorable to OWNER shall prevail.

9.1.2. This Agreement (consisting of Pages 1 to 22 inclusive), together with the Exhibits and schedules identified above constitute the entire agreement between the OWNER and the ARCHITECT/ENGINEER and supersede all prior written or oral understandings. This AGREEMENT and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

(SEAL)

Attest: Brandy Rosser

Type Name: Brandy Rosser

Title: Grants Coordinator

County of Warren, Virginia

By:

Type Name: Douglas P. Stanley

Title: County Administrator

Date: 01/23/2017

(SEAL)

Attest: Deniece DeLong

Type Name: Deniece DeLong

Title: Business Manager

Land Planning and Design Associates

By:

Type Name: William Mechnick

Title: President

Date: 1-16-17

Approved as to form:

Dan N. Whitten
County Attorney

LPDA
LAND PLANNING & DESIGN
ASSOCIATES
Landscape Architecture ▪ Land Planning

1006 E. Jefferson Street
Suite B
Charlottesville, Va. 22902
434.296.2108
Fax: 434.296.2109
www.lpda.net
lpdainc@lpda.net

25151 Ridgetop Circle
Suite 310
Sterling, Va. 20166
703-437-7907

Warren County, VA Annual Contract 2016 Renewal Year
Proposed Schedule of Fees
12-1-17

Billing Rates - Land Planning and Design Associates, Inc.

Principal, Quality Control	$160
William R. Mechnick	
Zac Lette	
Staff Landscape Architect 1	$115
Mark Lieberth, LEED AP	
Staff Landscape Architect 2	$96
Jessica Mauzy	
Julie Basic, Cultural Resource Specialist	
Staff Landscape Architect	$95
Amie Sullivan	
Aaron Schwartz	
Project Designer/CADD	$66
David MacDougall	
Tristan Cleveland	
Jason Owen	
David Johnson	
Clerical	$65
Deniece DeLong	

REPRODUCTION/PRINTING (IN HOUSE PRINTING)

	Description	2017 Cost		Sheet 24x36	Sheet 24x60	Sheet 24x72	Sheet 30x42	Sheet 36x48
Oversized								
	Paper	$0.45	sq ft	$ 2.70	$ 4.50	$ 5.40	$ 3.94	$ 5.40
	Mylar	$1.75	sq ft	$ 10.50	$ 17.50	$ 21.00	$ 15.31	$ 21.00
	Color -regular	$3.50	sq ft	$ 21.00	$ 35.00	$ 42.00	$ 30.63	$ 42.00
	Color- photo finish	$6.65	sq ft	$ 39.90	$ 66.50	$ 79.80	$ 58.19	$ 79.80
Copies/Prints								
	Letter - B/W	$ 0.05	per sheet	11x17 - B/W	$ 0.25	per sheet		
	Letter - Color	$ 0.38	per sheet	11x17 - Color	$ 1.50	per sheet		
	Legal - B/W	$ 0.10	per sheet	12x18 - B/W	$ 0.35	per sheet		
	Legal - Color	$ 0.50	per sheet	12x18 - Color	$ 1.75	per sheet		

LPDA
LAND PLANNING & DESIGN ASSOCIATES

OTHER DIRECT COSTS					
CD/DVD				**Licenses / Permits**	
	burn,label,mail	$ 10.00	per disc	Actual costs	
Postage				**Printing - out sourced**	
	UPS/FedEx/Courier	Actual cost		Actual costs	
Mileage				**Conference calls**	
	Based on current Federal rate (.54 per mile)			Actual costs	
Travel including Lodging / Tolls / Rental Car				**Other expenses for project use**	
	Actual Costs			Actual Costs	

Billing Rates - Triad Engineering, Inc.

Principal Engineer(PE)	$150
Randy Moulton, P.E.	
Senior Engineer(PE) or Senior PM	$125
Bradley Reynolds, P.E.	
Billie Swailes, P.E.	
Project Engineer	$100
Eric Iser, P.E.	
Stephen J. Gyurisin, P.E.	
Raymond A. Strother, Jr., P.E.	
Staff Engineer	$80
Kent Abe	
James Wheeler	
Sr. CADD Designer/Drafter	$85
Ronald O. Bidle Jr.	
CADD Designer/Drafter	$75
Gregory Rhodes	
Senior Geologist	$120
Robert Sykes, CPG	
Biologist	$100
Timothy J. Kellerman	
Senior Environmental Scientist	$90
Nick Wolfe	
Staff Environmental Scientist	$70
Patrick M. Upham	
Brandon Colunga	
Licensed Surveyor	$100
Kevin Shreiner, L.S.	
Senior Survey Technician	$80
Dru Underwood	

LPDA
LAND PLANNING & DESIGN ASSOCIATES

Survey Technician	$70
Warren French	
1-Man Field Crew	$75
2-Man Field Crew	$100
3-Man Field Crew	$140
Clerical/Secretary	$40
Debbie Jones	

TRIAD ENGINEERING, INC. Reimbursable Expenses

Description	Unit Rate
Transportation Charges, Per Mile	$ 0.70
Meals and Lodging, Direct Cost Plus	15%
Minimum Daily Charge Per Person	120.00
All Other Direct Expenses, Direct Cost Plus	15%
Reproduction Costs, per 24" x 36" sheet	2.50
Reproduction Costs, Color, per square foot	1.50

Billing Rates – OWPR

Billing Rates - OWPR, Inc.

Principal/Project Manager:	$166.00
Architect (licensed):	$145.00
Architectural Designer:	$ 93.00
CADD Technician:	$ 72.00
Interior Designer:	$ 104.00
Structural Engineer (PE):	$150.00
Structural Designer:	$100.00
Mechanical Engineer (PE):	$150.00
Mechanical Designer:	$ 93.00
Plumbing Designer:	$ 93.00
Electrical Engineer (PE):	$150.00
Electrical Designer:	$ 93.00
Spec/Report Writer:	$122.00
Typist/Clerical:	$ 56.00

LPDA
LAND PLANNING & DESIGN
ASSOCIATES

Billing Rates – Pennoni

	Hourly Rate
Regional Vice President, Vice President	$205.00
Principal Engineer, Principal Surveyor, Principal Landscape Architect	$185.00
Senior Engineer III, Senior Landscape Architect	$165.00
Senior Engineer II	$140.00
Senior Surveyor	$125.00
Senior Project Engineer, Senior Project Landscape Architect	$110.00
Project Engineer, Project Surveyor, Project Landscape Architect	$90.00
Staff Engineer, Staff Landscape Architect	$85.00
Associate Engineer	$85.00
Engineering Designer, Graduate Engineer, Senior Survey Technician	$75.00
Survey Technician, Engineering Technician	$65.00
Clerical	$75.00
Field Survey Party:	$150.00
Reimbursable Expenses:	Cost + 10%
External Printing, photo-reproduction, courier, overnight deliveries, etc.	Cost + 10%
Consultants Hourly Rate	$0.20 / sq ft
Mileage – charged at the currently allowable IRS rate	$1.50 / sq ft
Internal Printing Services:	$1.00 / sq ft
Bond – B/W	$35.00
Mylar	Cost + 10%
Color Bond	
Per Diem:	
Meals – charge per day per person	
Lodging	

Normal hourly rates do not apply to overtime. Court related services or expert research, preparation and testimony are billed at two times the above rates.

Note: Triad and LPDA rates are based on FAR audit compliant rates. These may be used for federally funded projects and meet VDOT audit requirements. The rates may change year to year based on actual payroll, audited overhead rates and VDOT policies. In most cases the rates provide are lower than the allowable rate. LPDA and Triad will utilize the lower rate, as this is acceptable to Federal audit practices.

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT	PAGE
January 19, 2021	J-7	Amendment to Financial Advisory Services Annual Term Contract with Davenport & Company, LLC	1 OF 1

EXPLANATION & SUMMARY:

In 2015, the Board of Supervisors approved and authorized the County Administrator to sign an agreement with Davenport & Company, LLC for the period of December 28, 2015 to December 27, 2016 for financial advisory services, and the agreement provided the County with the option to renew the contract for nine (9) additional one (1) year terms.

The Board of Supervisors have extended the contract term for four (4) additional one (1) year terms from December 28, 2016 to December 27, 2020. Staff requests the Board extend the contract term for an additional year from December 28, 2020 until December 27, 2021. There would be an option for four (4) additional renewal years.

The hourly rates for the financial advisory services provided by Davenport & Company, LLC will not change from the current rates. The rate sheet is attached hereto for review.

Warren County has utilized the financial advisory services of Davenport & Company, LCC since 2003. In recent years, the County has engaged Davenport & Company, LLC to provide financial advisory services for projects such as the Leach Run Parkway, 2nd Middle School, Health & Human Services Complex, and Rivermont Fire Station.

This item was discussed at the Board of Supervisors Work Session on January 12, 2021.

COST AND FINANCING:

N/A

CONSENT AGENDA MOTION:

I move that the Board of Supervisors approve and authorize the County Administrator to execute the amendment to the contract between Warren County and Davenport & Company, LLC for financial advisory services, extending the contract for a one year from December 28, 2020 to December 27, 2021.

ALTERNATIVE MOTIONS:

I move that the Board of Supervisors not approve and not authorize the County Administrator to execute the amendment to the contract between Warren County and Davenport & Company, LLC for financial advisory services, extending the contract for a one year from December 28, 2020 to December 27, 2021.

OR

I move that the Board of Supervisors postpone the request for further discussion to _____.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Caitlin W. Jordan, Sr. Assistant County Attorney		

AMENDMENT 05
TO THE AGREEMENT BETWEEN
THE COUNTY OF WARREN, VIRGINIA
AND DAVENPORT & COMPANY LLC
FOR FINANCIAL ADVISORY SERVICES

THIS AMENDMENT dated this _____ day of _____, 2021, by and between the County of Warren, Virginia, a political subdivision of the Commonwealth of Virginia (hereinafter the "Owner"), and Davenport & Company, LLC (hereinafter the "Advisor")

WITNESSETH:

WHEREAS, the Owner and the Advisor executed an agreement for professional services on December 28, 2015 (hereinafter the "Agreement"); and

WHEREAS, the Agreement was in effect for a term of one (1) year from December 28, 2015 through December 27, 2016; and

WHEREAS, the Owner and the Advisors have executed four (4) amendments to the Agreement to extend the services from December 28, 2016 through December 27, 2020; and

WHEREAS, the Owner and Advisor both desire to extend the Agreement for an additional term of one (1) year; and

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, the parties hereto mutually covenant and agree as follows:

(1) Contract Term – The Agreement shall be extended for an additional term of one (1) year to be effective **December 28, 2020 and to extend (unless terminated in accordance with the terms of the Agreement) until December 27, 2021** (hereinafter the "Contract Term").

(2) Renewal - The Contract Term may be renewable for up to four (4) additional one (1) year terms at the option of the Owner, and upon written mutual agreement between the Owner and Advisor.

(3) Rates – The rates for the Contract Term will remain the same, the hour rates and transaction fees are attached hereto as "Attachment A".

(4) Other Terms of the Agreement – All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereafter have made and executed this Amendment to the Agreement the day and year first written above.

(SEAL) **County of Warren, Virginia**

Attest: _____ By: _____

Type Name: _____ Type Name: _____

Title: _____ Title: _____

Date: _____

(SEAL) **Davenport & Company, LLC**

Attest: _____ By: _____

Type Name: _____ Type Name: _____

Title: _____ Title: _____

Date: _____

Approved as to form:

_____
Caitlin W. Jordan
Senior Assistant County Attorney

DAVENPORT & COMPANY

Davenport Public Finance
One James Center
901 East Cary Street, Suite 1100
Richmond, VA 23219

Attachment A

Compensation

I. Advisory & Consulting Services and Non-Transaction Related Services:

- Strategic Financial Advisory Services and Non-transaction Related Services that are not directly related to a completed financing would be based on hourly rates. Hourly charges would be payable after the service was performed to the County's satisfaction. Hourly rates would escalate at 3% per year for the term of the agreement. As a basis for this arrangement, the table below details our current hourly rates for professional services. Further, as agreed upon by the County and the Financial Advisor, these fees can be incorporated into the Transaction Related fees addressed below.

Personnel Classification	Hourly Rate
Senior Vice President	$275
Vice President	$250
Associate Vice President	$225
Analyst/Associate	$200

II. Transaction Related Services:

- Davenport would propose transaction fees based upon the par amount for all debt issued, with the per thousand fee ranging between $1.00 and $3.00 depending upon the complexity of the transaction and the advisory services required, subject to a $30,000 minimum per issue. In addition, Davenport proposes incremental charges for the following transactions due to the additional work required:
  1) Refunding transaction up-charge: $20,000
  2) Bond rating up-charge: $20,000

III. Special Projects:

- The County and Davenport may deem certain activities of the Financial Advisor to constitute a Special Project. A Special Project is one that either involves the professional resources of the Financial Advisor to a degree above and beyond that already provided for under the contract, or, that involves the bidding of a refunding escrow investment portfolio or some other investment agreement, a stimulus act-related financing (e.g. BAB's, RZEDB's, QSCBs, RZFB's), USDA/RD debt, a Public Private Partnership Financing (e.g. Tax Increment Financing, Special Assessment District Financing, Privatization Financing Arrangements) or a Utility System Revenue Bond offering. In any of these events, the County and the Financial Advisor shall negotiate prior to the beginning of the Project on a fair and equitable basis for compensation.

IV. Reimbursement for Fee and Out-of-Pocket Expenses:

- Reasonable and necessary direct out-of-pocket expenses (meals, mileage, and lodging) incurred by Davenport shall be billed to the County, annually in arrears, at cost. In addition, the County shall pay four percent (4%) of the fee amount for indirect expenses such as conference calls, printing, binding, postage and other incidental expenses.

CONTRACT FOR FINANCIAL ADVISORY SERVICES

THIS CONTRACT FOR FINANCIAL ADVISORY SERVICES (hereinafter the "Contract") is made and entered into this 28th day of December, 2015, by and between THE COUNTY OF WARREN, VIRGINIA, a political subdivision of the Commonwealth of Virginia (hereinafter called the "County"), and DAVENPORT & COMPANY, LLC (hereinafter called the "Service Provider").

WITNESSETH:

WHEREAS, pursuant to the Virginia Public Procurement Act, Dinwiddie County solicited proposals to provide financial advisory services; and

WHEREAS, the Service Provider submitted a proposal consistent with the specifications in the Request for Proposals; and

WHEREAS, the Service Provider was selected by Dinwiddie County for having the best proposal; and

WHEREAS, there is language in the Request for Proposals which allows other localities to use the resultant contract which is allowed under the cooperative procurement regulations in the Virginia Code.

WHEREAS, the County desires to use the Service Provider to provide financial advisory services, according to the specifications in the Request for Proposals.

NOW THEREFORE, in consideration of the mutual benefits, promises and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to be the parties to this Contract.

1. **Incorporation by Reference**. The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (i) the Contract; (ii) the Request for Proposals #15-091115 including all addenda; and (iii) the Service Provider's proposal dated October 2, 2015. This

procurement is governed by the Virginia Public Procurement Act, and all terms and conditions of the Act are hereby adopted and incorporated by reference herein.

2. **Term of Contract.** The term of the Contract shall be for one (1) year, with the option of renewal by the County under the same terms and conditions for up to nine (9) additional years upon thirty (30) days written notice, and upon written mutual agreement between the County and the Service Provider. The Contract and any renewal terms are subject to the availability of funds and annual appropriations by the Board of Supervisors.

3. **Costs.** The Service Provider agrees to perform all work for the hourly rates and transaction fees as listed on Attachment "A." Price increases, if any, shall not exceed 3% per year and shall be negotiated before the start of each renewal term. The Service Provider shall furnish an invoice to the County for the Services once rendered. The County shall forward a check to the Service Provider at the mailing address indicated below within forty-five (45) days of the receipt of such invoice.

4. **Notices.** Any notices required shall be in writing and shall be deemed received five (5) days after mailing in the U.S. Mail with postage prepaid at the addresses set forth below or upon actual receipt.

Notice to the County:

Douglas P. Stanley
County Administrator
220 N. Commerce Avenue, Suite 100
Front Royal, Virginia 22630
(540) 636-4600
dstanley@warrencountyva.net

Notice to the Service Provider

Edward F. Cole, III
Davenport & Company, LLC
901 East Cary Street, Suite 1100
Richmond, Virginia 23219
(804) 697-2907
tcole@investdavenport.com

5. **Licenses and Permits.** Service Provider agrees that it has procured all licenses, permits, or other like permission required by law to conduct or engage in the activity provided for in the Contract; that it will procure all additional licenses, permits, or like permission required by law during the term of the Contract; and that it will keep such licenses, permits, and permissions in full force and effect during the term of the Contract.

6. **Independent Contractor.** Service Provider understands and agrees that the relationship of service provider to the County arising out of the Contract shall be that of independent contractor. It is understood that the Service Provider, or its staff and employees, are not employees of the County and are, therefore, not entitled to any benefits provided employees of the County. Service Provider shall be responsible for reporting and accounting for all State, Federal, Social Security, and local taxes where applicable.

7. **Non-Discrimination.** During the performance of the Contract, Service Provider agrees that Service Provider will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or natural origin except where religion, sex, or natural origin is a bona fide occupational qualification reasonably necessary for the normal operation of the Service Provider. Service Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause. Service Provider in all solicitations or advertisements for employees placed by or on behalf of Service Provider will state that Service Provider is an equal opportunity employer. Service Provider will include the provisions of this paragraph in every sub-contract or purchase order of over $10,000.00 so that the provisions will be binding upon each sub-contractor or vendor. The County of Warren does not discriminate against faith-based organizations.

8. **Compliance with immigration laws.** The Service Provider agrees and represents that it does not now, nor will it during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

9. **Service Provider authorized to transact business in Virginia.** During the performance of the Contract, the Service Provider agrees to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so

required by Title 13.1 0r Title 50 of the Code of Virginia (1950), as amended, or as otherwise required by law.

10. **Drug-free Workplace.** During the performance of the Contract, the Service Provider agrees to (i) provide a drug-free workplace for the Service Provider's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that 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 that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes 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.

11. **Insurance and Amount of Insurance Required.**

General Liability:	$1,000,000
Automobile Insurance:	$1,000,000
Workers Comp:	**Virginia statutory requirements**

All policies must name the County as an Additional Insured, and must contain provisions preventing cancellation, non-renewal or expiration unless written Notice is given to the County at least 30 days in advance.

12. **Enforcement.** The Contract shall be governed by the laws of the State of Virginia. Any action maintained by either party for the enforcement or interpretation of the terms of the Contract shall be filed in the courts of Warren County, Virginia.

13. **Severability.** Each paragraph and provision of the Contract will be severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

14. **Non-Assignability.** Service Provider understands that the Contract is a contract with the personal services of Service Provider and that it is made by the County in reliance on Service Provider's personal skills and knowledge in the activity to be conducted and as represented by Service Provider. Accordingly, the Contract is non-assignable by Service Provider without the express written advance permission of the County.

15. **Indemnification.** The Service Provider agrees to indemnify, defend and hold harmless the County and its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any services of any kind or nature furnished by the Service Provider, provided that such liability is not attributable to the sole negligence of the County.

16. **Entire Contract.** The Contract constitutes the entire agreement between the parties pertaining to the subject matter of the Contract and supersedes all prior or contemporaneous agreements and understandings of the parties in connection with the subject matter. No modification of the Contract shall be effective unless made in writing and signed by both parties.

IN WITNESS WHEREOF, the undersigned parties hereto have made and executed the Contract as the day and year first above written.

(SEAL)
COUNTY OF WARREN, VIRGINIA

Attest: _____

Type Name: Amber Maricle

Title: Admin. Asst.

Date: 12/31/15

Attest: _____

Type Name: [illegible]

Title: County Administrator

Date: 12/31/2015

(SEAL)
DAVENPORT & COMPANY, LLC

BY: _____

Type Name: Edward F. Cole, III

Title: Senior Vice President

Date: 12/28/2015

Attest: _____

Type Name: R. T. Taylor

Title: Associate Vice President

Date: 12/28/2015

APPROVED AS TO FORM:

_____
DAN N. WHITTEN,
ASSISTANT COUNTY ATTORNEY

DAVENPORT & COMPANY

Davenport Public Finance
One James Center
901 East Cary Street, Suite 1100
Richmond, VA 23219

Attachment A

Compensation

I. Advisory & Consulting Services and Non-Transaction Related Services:

- Strategic Financial Advisory Services and Non-transaction Related Services that are not directly related to a completed financing would be based on hourly rates. Hourly charges would be payable after the service was performed to the County's satisfaction. Hourly rates would escalate at 3% per year for the term of the agreement. As a basis for this arrangement, the table below details our current hourly rates for professional services. Further, as agreed upon by the County and the Financial Advisor, these fees can be incorporated into the Transaction Related fees addressed below.

Personnel Classification	Hourly Rate
Senior Vice President	$275
Vice President	$250
Associate Vice President	$225
Analyst/Associate	$200

II. Transaction Related Services:

- Davenport would propose transaction fees based upon the par amount for all debt issued, with the per thousand fee ranging between $1.00 and $3.00 depending upon the complexity of the transaction and the advisory services required, subject to a $30,000 minimum per issue. In addition, Davenport proposes incremental charges for the following transactions due to the additional work required:
  1) Refunding transaction up-charge: $20,000
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- The County and Davenport may deem certain activities of the Financial Advisor to constitute a Special Project. A Special Project is one that either involves the professional resources of the Financial Advisor to a degree above and beyond that already provided for under the contract, or, that involves the bidding of a refunding escrow investment portfolio or some other investment agreement, a stimulus act-related financing (e.g. BAB's, RZEDB's, QSCBs, RZFB's), USDA/RD debt, a Public Private Partnership Financing (e.g. Tax Increment Financing, Special Assessment District Financing, Privatization Financing Arrangements) or a Utility System Revenue Bond offering. In any of these events, the County and the Financial Advisor shall negotiate prior to the beginning of the Project on a fair and equitable basis for compensation.

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COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT	PAGE
January 19, 2021	**J-8**	Approval for Advertising - Proposed modification of Warren County Code §56-3.	1 OF 1

EXPLANATION & SUMMARY:

The Board of Supervisors follows the County of Warren, Virginia Meeting Policy and Procedures (attached hereto) which were adopted January 5, 2021 (the "Procedures"). The Procedures contain rules for public speaking and appearances before the Board, and state when public comments will be received.

Section 56-3 of the Warren County Code, which also addresses presentations by members of the public during Board of Supervisor meetings, currently contains language that is different from the Procedures in that it allows "any orderly person…upon recognition by the presiding officer…..to address the Board…" at any time during the meeting, which is not consistent with the Procedures.

To avoid conflict between the County Code and the Procedures, and to ensure the orderly conduct of public business, our office proposes revising Section 56-3 to make it consistent with the Procedures.

The Board of Supervisors must provide public notice before modifying the ordinance.

COST AND FINANCING:

N/A

PROPOSED OR SUGGESTED MOTION:

1) I move that the staff be authorized to provide public notice of the modification of Warren County Code Section §56-3.

- OR –

2) I move this item be postponed for further discussion until _____.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Jason J. Ham, County Attorney		

ORDINANCE TO AMEND AND RE-ORDAIN SECTION 56-3 OF THE WARREN COUNTY CODE

BE IT ORDAINED BY THE WARREN COUNTY BOARD OF SUPERVISORS that Section 56-3 of the Warren County Code (Address by nonmembers; action on subjects raised by nonmembers) be amended and re-ordained as follows:

Chapter 56. Supervisors, Board of

§56-3 ~~Address by nonmembers; action on subjects raised by nonmembers~~ **Public comment**.

~~Any orderly person present at a meeting of the Board of Supervisors may, upon recognition by the presiding officer, request permission to address the Board; and the presiding officer may grant such request if he considers it to be in the public interest so to do, and he shall grant such request upon demand of any two Supervisors. When, as the result of such an address to the Board it appears that a subject should be considered by the Board at a subsequent meeting, the Clerk of the Board shall place such matter on the agenda for the next regular meeting of the Board of Supervisors.~~ **At every regular meeting of the Board of Supervisors, as defined in Code of Virginia 15.2-1416, there shall be a Public Comment period. During the Public Comment period, speakers wishing to address the Board shall clearly state their name and address. The Public Comment period shall be limited to sixty minutes, with a maximum of three minutes for any one speaker. Speakers may only speak once. Speakers will be heard in the order in which they have signed up. If there is time remaining it will be offered to persons in the audience in the order determined by the Chairman. The use of abusive or profane language, personal attacks, the failure to comply with time limits, or other forms of offensive conduct will not be tolerated. All meeting policy and procedures then in effect shall be applicable to the Public Comment period.**

THIS ORDINANCE SHALL BE EFFECTIVE UPON ADOPTION.

Language proposed to be deleted is ~~lined through~~.
Language proposed to be added is **underlined**.

COUNTY OF WARREN, VIRGINIA
BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
1/19/2021	J-9	Rezoning request – R2020-10-01 Dudding Commercial Development, LLC Agricultural (A) to Commercial (C) Authorization to Advertise for a Joint Public Hearing with the Planning Commission	1 of 1

EXPLANATION & SUMMARY:

Please see the attached rezoning application. This is a request to authorize for advertisement a joint public hearing between the Board of Supervisors and the Planning Commission to be held on Wednesday, February 10, 2021 at 6:00PM in the Warren County Government Center Board Room. County staff feels that a joint public hearing will be the best option for this rezoning application due to the anticipated citizen turnout during the ongoing pandemic. Joint public hearings have been held in the past, so this is not setting a new precedent. The plan would be to have a maximum number of 35 occupants in the audience of the Board Room to allow for adequate social distancing, while rotating everyone in and out of the Board Room as they speak. The number of occupants was determined in consultation with Lieutenant Farrell and County Administration. We also plan to livestream the hearing so citizens can still have access to the meeting. Our goal is to conduct a safe public hearing, while providing the opportunity to hear all comments.

The Planning Commission will vote first on the application, so they will still be making their recommendation to the Board of Supervisors.

The applicant presented this application to the Planning Commission at their November meeting and the Commission authorized the request for a public hearing. The application has been postponed twice, once at the request of the applicant and once by Planning Staff. We are still waiting for final approval from VDOT, which we anticipate having by the public hearing. VDOT is currently reviewing the third submittal of the Traffic Impact Analysis from the applicant's traffic engineer and in staff's conversations with VDOT, they were just waiting on minor revisions.

The Planning Department has received numerous letters and emails from citizens regarding this application. We will provide all copies to both the Planning Commission and the Board of Supervisors prior to the public hearing. You will have a complete packet of information on this rezoning request in that packet. We are still reviewing the draft proffer statement and we'll ensure that is submitted and signed prior to the public hearing.

Thank you for your consideration of this request.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors authorize the proposed rezoning application for advertisement for a joint public hearing with the Planning Commission to be held on February 10, 2021 at 6:00PM.

SUBMITTED BY:	DISPOSITION OF COMMISSION:	PROCESSED BY:
Taryn Logan, Planning Director	☐ APPROVED ☐ OTHER (Describe)	

STATEMENT OF JUSTIFICATION

Dudding Commercial Development LLC, a West Virginia limited liability company ("Dudding") has a contractual right to purchase a fifteen (15) acre tract or parcel located in Happy Creek Magisterial District, Warren County, Virginia, identified as part of Tax Map/Parcel 31 39, and being more particularly described as Tract A in that certain Deed from Paul O. Lanier and Zaida A. Lanier to Four-L Corporation, a Virginia corporation, dated February 8, 1982 and recorded in Book 291, Page 159 (the "Subject Property"). The Subject Property is currently zoned as Agricultural (A). Dudding seeks to have 6.45 acres, more or less, of the Subject Property rezoned as Commercial (C) to facilitate the development of a convenience store.

Specifically, Dudding intends to lease a portion of the Subject Property to Sheetz, Inc., a Pennsylvania corporation ("Sheetz"), for the development and construction of a new Convenience Store with approximately forty-eight (48) parking spaces, and a Drive-Thru lane. In addition to the new Convenience Store, Sheetz has agreed to construct a paved cul-de-sac for use as a public school bus turnaround and a student shelter area serving school-aged children residing in the nearby Apple Mountain subdivision, along with approximately thirty (30) parking spaces for parent pick up / drop off. Ingress, egress and regress to and from the Subject Property will be provided via Apple Mountain Road.

The use of the Subject Property as a Convenience Store is consistent with the Warren County Comprehensive Plan and is an appropriate use given the proximity of the Subject Property to Interstate 66. Rezoning the Subject Property from Agricultural (A) to Commercial (C) is desirable to allow for commercial and retail development along the existing exit off of Interstate 66. A convenience store is a permitted use in a Commercial (c) zone under and pursuant to the Zoning Ordinance of Warren County, Virginia. The Convenience Store and school bus stop located on the Subject Property will be complimentary to the residential use of the adjacent properties located in Apple Mountain residential subdivision.

REZONING APPLICATION

APPLICATION NO._____
DATE RECEIVED: _____
FEE AMOUNT: $_____
DATE PAID: _____

Applicant:

Name: Dudding Commercial Development LLC
Address: 101 Old Carriage Lane
Daniels, West Virginia 25832
Telephone: (304) 237-8574 Email: jerime@duddingcommercial.com

Owner of Record: (if different than above; if more than one owner provide information for each on a separate page).

Name: Four-L Corporation
Address: 2801 Chapel Hill Road, Goochland, Virginia 23063
Telephone :(804) 240-9394

Respectfully (name above) request that a determination be made by the Warren County Planning Commission and Board of Supervisors on the following request for a rezoning for the property described below.

Property Information:

A. Location of Property:

Election District: Happy Creek Magisterial District
Tax Map No.: 31 39 (part of)
Section: Current Deed: Book 291, Page 160 (Tract A)
Block:
Lot(s):
Subdivision Name: Adjacent to Apple Mountain Subdivision
Area of Property (acres): 6.45 acres out of existing 15 acre tract or parcel

B. Current land use and condition of site: Agricultural/Unimproved/Undeveloped

C. Zoning of surrounding land and property: R-1 (Residential - 1) to the North of the property
Interstate 66 and Commercial (C) to the South

Zoning Classification and Request:

A. Present Zoning of property: Agricultural (A)

B. Proposed Zoning requested: Commercial (C)

Proposed Use of Property:

A. Describe the proposed use of the property, including primary and secondary uses.
2.35 acres - Convenience Store - Primary Use
1.15 acres - Bus Stop/School Bus Pick Up/Drop Off - Secondary Use
11 acres - Undeveloped/Unimproved

Plans Prepared by:

Name: Bohler Engineering VA, LLC
Address: 28 Blackwell Park Lane, Suite 201
Warrenton, VA 20186
Telephone #(540) 349-4500

I/we the undersigned, do hereby respectfully agree to comply with any conditions required by the Board of Supervisors of the County of Warren, Virginia, and authorize the County personnel to go upon the property for the purpose of making site inspections. Expenses incurred in securing professional assistance in connection with the review of this application for Rezoning, shall be charged to the applicant. **If the set of required documents is incomplete, your application will not be placed on the Planning Commission's agenda.**

FOUR L CORPORATION

Signature of Owner: P.D. Lamie, PRES	Date: 9/16/2020
Signature of Applicant:	Date:
Signature of Co-Applicant(s):	Date:

Taryn Logan

m: Jerime Dudding <jerime@duddingcommercial.com>
Sent: Friday, October 30, 2020 10:10 AM
To: Taryn Logan
Subject: Proposed Sheetz Linden - Updated Zoning Request Area
Attachments: V208400-CPC-2 Area - 201030.pdf

Taryn,

Per our previous discussions regarding reducing the size of our rezoning request, please see the attached map.

Let me know if you have any questions.

Thank you,
Jerime

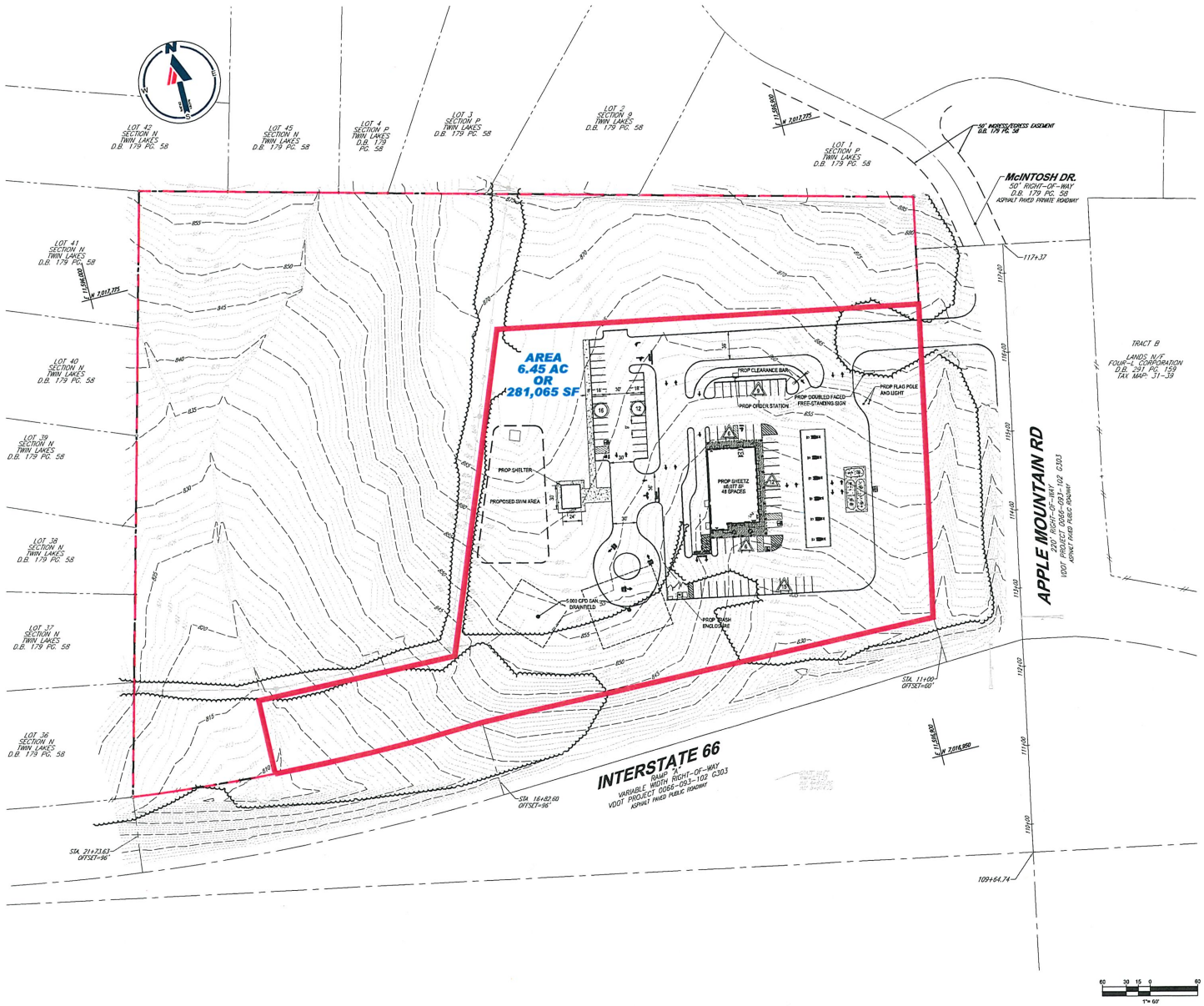
Jerime Dudding
Dudding Commercial
Managing Partner
304-237-8574
jerime@duddingcommercial.com

---

tal Control Panel Login

To: tlogan@warrencountyva.net Remove this sender from my allow list
From: jerime@duddingcommercial.com

You received this message because the sender is on your allow list.



GENERAL NOTES:

1. THIS PLAN IS BASED ON THE FOLLOWING:
   BOUNDARY & TOPOGRAPHIC SURVEY - "SHEETZ, INC."
   I-66 & APPLE MOUNTAIN ROAD
   HAPPY CREEK MAGISTERIAL DISTRICT
   WARREN COUNTY, VIRGINIA
   PREPARED BY: BOHLER
   REF. SV2258420
   DATED: 9/2/2020
2. DEVELOPER:
   SHEETZ, INC.
   5700 SHEETZ WAY
   CLAYSBURG, PENNSYLVANIA 16625
   CONTACT: JOHN MAXWELL
   PHONE: (814)239-4021

BOHLER
SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROJECT MANAGEMENT
LANDSCAPE ARCHITECTURE
SUSTAINABLE DESIGN
LEED CONSULTING SERVICES
TRANSPORTATION SERVICES

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REVISIONS

REV	DATE	COMMENT	DRAWN BY / CHECKED BY

811 Know what's below. Call before you dig.
ALWAYS CALL 811
It's fast, it's free, it's the law.

FOR CONCEPT PURPOSES ONLY

THIS DRAWING IS INTENDED FOR MUNICIPAL AND/OR AGENCY REVIEW AND APPROVAL. IS NOT INTENDED AS A CONSTRUCTION DOCUMENT UNLESS INDICATED OTHERWISE.

PROJECT No.:	V298400
DRAWN BY:	MEG
CHECKED BY:	JCW
DATE:	10/30/2020
CAD I.D.:	CPC-2

PROJECT:

REZONING EXHIBIT

FOR

SHEETZ

PROPOSED DEVELOPMENT

I-66 & APPLE MOUNTAIN ROAD
HAPPY CREEK MAGISTERIAL DISTRICT
WARREN COUNTY, VIRGINIA

BOHLER
28 BLACKWELL PARK LANE, SUITE 201
WARRENTON, VIRGINIA 20186
Phone: (540) 349-4500
Fax: (540) 349-0321
VA@BohlerEng.com

SHEET TITLE:

EXHIBIT C-2

SHEET NUMBER:

1

ORG. DATE - 10/30/2020

Oct 30, 2020
N:\PROJECTS\2020\V298400\CONCEPT\AREA CONCEPT\V298400CPC-2_LAYOUT - CONCEPT

BOOK 291

PAGE 159

THIS DEED, made this 8th day of February, 1982, by and between PAUL O. LANIER and ZAIDA A. LANIER, his wife, parties of the first part; and FOUR-L CORPORATION, a Virginia corporation, party of the second part;

W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties of the first part do hereby grant and convey with General Warranty and English Covenants of Title, with the exceptions hereinafter stated, unto the party of the second part, all of the right, title and interest of Paul O. Lanier in and to the real estate described on Schedule A attached hereto.

This conveyance is made subject to all existing easements, conditions and agreements of record applicable thereto. Mrs. Zaida A. Lanier joins in this deed to release her dower interest.

WITNESS the following signatures and seals:

P. O. Lanier [SEAL]
Paul O. Lanier

Zaida A. Lanier [SEAL]
Zaida A. Lanier

STATE OF VIRGINIA)
) to-wit:
County of Stockland)

The foregoing Deed was acknowledged before me this 12th day of February, 1982, by Paul O. Lanier and Zaida A. Lanier, his wife.

Judith S. Heiney
Notary Public

[SEAL]

My Commission expires:
8/12/84

of 25° 24' 45", and an arc length of 749.36 feet to (N), a point, thence N. 52° 46' 44" W. 41.61 feet to (O), a point, thence N. 63° 03' 56" W. 319.45 feet to (P), a point, thence N. 11° 13' 29" E. 127.67 feet to (J), the point of beginning, the said tract of land containing 15.0000 Acres; and

(3) TRACT D: BEGINNING at (A), an iron pipe set in the southern right of way line of the proposed Interstate Route 66 and corner to White, thence leaving the proposed Interstate Route 66 and with White S. 42° 32' 45" W. 75.75 feet to (B), an iron pipe set on the north side of an old abandoned road corner to Heflin, thence with Heflin N. 69° 15' 58" W. 231.00 feet to (C), an iron pipe set, thence S 87° 44' 05" W. 206.51 feet to (D), an iron pipe set in the center of said road and corner to Martin, thence first with Martin, then an unknown tract, and the center of the said old road as follows: S. 85° 04' 49" W. 234.50 feet to (E), an iron pipe set, thence S. 88° 29' 51" W. 220.48 feet to (F), an iron pipe set in the northern right of way line of Virginia Route 55, thence with the said right of way line as follows: With a curve to the left having a radius of 5779.58 feet, a delta angle of 01° 12' 00" and an arc length of 121.05 feet to (G), an iron pipe set, thence N. 79° 03' 25" W. 101.29 feet to (H), a point located S. 60° 54' 07" E. 0.97 feet from a Virginia Department of Highways monument, thence with a curve to the left having a radius of 5769.58 feet, a delta angle of 03° 29' 02", and an arc length of 350.82 feet to (I), an iron pipe set, thence N. 77° 22' 31" W. 551.60 feet to (J), a point located N. 44° 13' 23" W. 1.46 feet from a Virginia Department of Highways monument, thence N. 68° 50' 40" W. 101.12 feet to (K), an iron pipe set, thence N. 77° 22' 31" W. 150.00 feet to (L), a point located N. 09° 04' 39" W. 0.53 feet from a Virginia Department of Highways monument, thence N. 85° 54' 22" W. 101.12 feet to (M), a point located N. 83° 14' 24" W. 1.03 feet from a Virginia Department of Highways monument, thence N. 77° 22' 31" W. 369.67 feet to (N), an iron pipe set in the right of way line of the proposed Interstate Route 66, thence with the said right of way line as follows: N. 45° 01' 42" W. 108.78 feet to (O), an iron pipe set, thence N. 13° 33' 47" E. 159.51 feet to (P), an iron pipe set, thence N. 48° 07' 19" E. 141.88 feet to (Q), an iron pipe set, thence N. 84° 00' 01" E. 670.46 feet to (R), an iron pipe set, the beginning of

Route 647, thence with the center of the said route, the general courses of which are as follows: N. 89° 51' 34" W. 137.20 feet to (T), a point, thence N. 85° 29' 32" W. 87.01 feet to (U), a point, thence N. 79° 34' 05" W. 137.96 feet to (V), a point, thence N. 76° 12' 26" W. 110.65 feet to (A), the point of beginning, the said tract of land containing 12.7861 Acres," and being a part of the real estate which was conveyed to Serafin G. Prieto by C. W. Keyser and Mary H. Keyser, his wife, by deed dated January 20, 1948, and recorded in the Clerk's Office of Warren County, Virginia, in Deed Book #68, at Page 471, to which said deed reference is hereby made for a further description of the real estate herein and hereby conveyed.

BEING the same real estate conveyed to Paul O. Lanier by two Deeds, one Deed dated May 29, 1975, from William P. Clarke and Emma C. Clarke, recorded in the Circuit Court of Warren County, Virginia, on June 17, 1976, in Deed Book 233, page 163, and another Deed dated May 29, 1976, from J. Goodwin Moore and Barbara H. Moore, recorded in the above-mentioned Clerk's Office on June 17, 1976, in Deed Book 233, page 155.

Tax $ 1d
Sec 53-54 440.32
Sec 58-54.1 160.50

In the Clerk's Office of the Circuit Court of Warren County, Virginia, June 23, 1982 at 1:02 P. M. This instrument was received and, with the certificate annexed, admitted to record.

Teste: William A. Hall Clerk
William A. Hall

COMMUNITY IMPACT STATEMENT

PREPARED FOR

Sheetz, Inc.
Apple Mountain Drive & I-66
Warren County, Virginia
BE #V208400

BY

BOHLER

28 BLACKWELL PARK LANE
SUITE 201
WARRENTON, VA 20186
(540) 349-4500

October 8, 2020

Background

The subject site is a vacant 15.00 acre parcel located at the corner of Apple Mountain Rd and Interstate 66. The site is bounded by single-family residential to the north and west, Apple Mountain Rd to the east, and Interstate 66 to the south. There is existing access to the site via a paved entrance from Apple Mountain Rd.

This project proposes to construct a ±6,077 SF Sheetz convenience store with a drive-thru, 12 fuel stations, 48 parking spaces and associated utilities and infrastructure improvements, as well as a public bus drop-off with bus shelter and 28 parking spaces. The owner will provide landscaping to meet buffer and coverage requirements per the Warren County Zoning Ordinance. Stormwater requirements will be met with a proposed stormwater conveyance system and BMP measures per State requirements. Water and sewer will be provided via on-site well and septic systems.

Law Enforcement

The Warren County Sheriff's Department is ±7 miles away and would take 10-15 minutes for response time per Google Maps. The surrounding area is single-family residential uses and this development is not anticipated to generate an increase in overall service demand.

Fire and Rescue Services

The Linden Volunteer Fire Department is ±0.5 miles away per Google Maps.

Educational Facilities and Services

The existing paved entrance and cul-de-sac on-site serve as a school bus drop-off and pick-up location. This development will provide an improved bus drop-off location with shelter and parking spaces.

Parks and Recreation

These services are not applicable for this proposed development.

Library

These services are not applicable for this proposed development.

Solid Waste Facilities

Warren County Refuse Collection and Disposal is ±0.9 miles away per Google Maps. The proposed development will be served by private trash collection.

Water and Sanitary Sewer Service

Sanitary waste will be conveyed to an on-site septic drain field in accordance with a feasibility report prepared by SES Mid-Atlantic, LLC. The feasibility report identified three areas, at the northwest corner, the center north, and the center south, as potential drain field locations. Water for the proposed development will be provided by an on-site well. A feasibility report for the well is currently in production by Cardno, Inc.

County Administrative Services

The proposed development will require County services for the review and approval of the civil site plan, including any applicable subcontractor designs such as well and septic, during site design and construction.

Transportation

Apple Mountain Rd from the I-66 off-ramp to the intersection with McIntosh Dr and Jonathan Rd would see a slight increase in traffic associated with this development, which would be controlled at the existing signal on Apple Mountain Road and the westbound I-66 on-ramp.

A Traffic Impact Analysis completed by Ramey Kemp Associates, dated September 22, 2020, found that the proposed development will generate minor increases in traffic and will not have a negative impact on safety or commute times given some minor entrance and road improvements are completed with the development. The recommended improvements include constructing a left-turn lane on Route 79 at the I-66 eastbound ramp with 100 feet of storage, restriping the I-66 eastbound off-ramp to create a left-turn lane with 200 feet of storage, and providing one inbound and two outbound lanes with the proposed site entrance.

References

- **Traffic Impact Analysis**
  "Sheetz – I-66 at Route 79 Interchange – Revised Traffic Impact Analysis (TIA) Warren County, Virginia"
  Prepared by: Ramey Kemp & Associates, Inc.
  Dated: September 22, 2020

- **Boundary and Topographic Survey**
  "Boundary and Topographic Survey Sheetz, Inc."
  Prepared by: Bohler
  Project #: SV208400
  Dated: 06/02/2020

- **Septic Feasibility Study**
  "Initial Consult for Onsite Sewage System, Route 66 & Apple Mountain Road, Linden, Virginia"
  Prepared by: SES Mid-Atlantic, LLC
  Dated: 05/28/2020

ENVIRONMENTAL IMPACT STATEMENT

PREPARED FOR

Sheetz, Inc.
Apple Mountain Drive & I-66
Warren County, Virginia
BE #V208400

BY

BOHLER

28 BLACKWELL PARK LANE
SUITE 201
WARRENTON, VA 20186
(540) 349-4500

October 8, 2020

Site Inventory

Background

The subject site is a vacant 15.00 acre parcel located at the corner of Apple Mountain Rd and Interstate 66. The site is bounded by single-family residential to the north and west, Apple Mountain Rd to the east, and Interstate 66 to the south. There is existing access to the site via a paved entrance from Apple Mountain Rd.

This project proposes to construct a ±6,077 SF Sheetz convenience store with a drive-thru, 12 fuel stations, 48 parking spaces and associated utilities and infrastructure improvements, as well as a public bus drop-off with bus shelter and 28 parking spaces. The owner will provide landscaping to meet buffer and coverage requirements per the Warren County Zoning Ordinance. Stormwater requirements will be met with a proposed stormwater conveyance system and BMP measures per State requirements. Water and sewer will be provided via on-site well and septic systems.

Earth

The subject site is currently a vacant, wooded parcel with a paved cul-de-sac and existing entrance to Apple Mountain Rd. The site topography, per the Boundary & Topographic Survey, consists of 5% - 30% slopes leading from high elevations of 855' – 875' at the north end of the site to low points of 810' – 830' at the south end of the site. Per the Web Soil Survey, site soils are predominantly Myersville and Montalto Soils, which are stony soils with silt and clay loams at the surface over a bedrock foundation.

This development will maintain the existing entrance location and general runoff characteristics. Stormwater runoff will be routed through a proposed conveyance system and BMPs to the existing outfall points at the 54" CMP culvert under I-66 at the southeast corner of the site and the 66" CPP culvert under I-66 at the southwest corner of the site.

Water

The existing topography shows a ridge in the center of the site with depressions conveying from north to south on the east and west sides of the site. Stormwater flows on the west side of the site have created a measurable swale, however there is no perennial streams located on-site per FEMA FIRM maps. All runoff currently conveys to the 54" CMP and 66" CPP culverts under I-66.

Atmosphere

No negative air quality indicators around the subject site were identified with EPA Air Quality Maps.

Natural Process

The subject site is located in Zone X, outside the 0.2% annual chance flood, per FEMA FIRM Map Number 51187C0150C. Erosion on-site is anticipated to be minor to moderate due to the mountain slopes landform and dense tree cover. This development is not anticipated to generate any negative impact as all graded tie-out slopes will be fully stabilized.

Flora

The site is currently forested with clearings for the existing cul-de-sac and overhead utility poles running through the site. The are no critical habitats identified within the site per the U.S. Fish and Wildlife Service online resources.

Fauna

Fauna may consist of deer, squirrels, and other small mammals. There are two endangered and one threatened species of bat in this region. The Indiana Bat and Virginia Big-eared Bat are endangered, and the Northern Long-eared Bat is threatened. The subject site is located outside the final critical habitat identified for the two endangered species and no critical habitat has been identified for the threatened species.

Land Use

The subject site is an undeveloped, vacant parcel zoned for Agricultural use, with the existing paved entrance and cul-de-sac currently being used as a bus drop-off location. This development proposes to rezone the site for commercial use and to improve the existing entrance and construct the proposed Sheetz store and fuel station as well as the public bus drop-off area.

Recreation

There are no existing or proposed recreational uses on the subject site.

Aesthetics and Human Interests

No historically or archaeologically significant features have been identified to exist on site. The site does not provide significant aesthetic value due to the proximity to the interstate and the existing overhead utility lines. The primary interest for the site is commercial use.

Cultural Status

This undeveloped site adjacent to the interstate does not have any known cultural status.

Man-made Facilities and Activities

The site contains an existing paved entrance and cul-de-sac as well as overhead utility lines. The cul-de-sac is currently used as a school bus drop-off and turnaround with signage for "Authorized Personnel and Equipment Only" and "Limit One Hour Parking."

IMPACT OF PROJECT

Modification of Natural Environment

The natural environment will be modified with this development to include the clearing of trees and flattening of grade in the store and parking area, as well as additional clearing for utility and infrastructure improvements. Existing drainage patters at the southern end of the site will be maintained. Interior landscaping will be provided within the development in addition to undisturbed perimeter buffers to minimize any impact to the neighboring residential uses.

Land Transformation and Construction

The vacant, forested parcel will be modified to contain the Sheetz convenience store with drive-thru, fueling station, and public bus drop-off. Construction shall be performed in accordance with County regulations and standards.

Resource Extraction

There is no resource extraction associated with this development.

Processing

There is no heavy or industrial processing associated with this development.

Land Alteration

The existing topography will be modified to provide a flat building area in the vicinity of the ridge and depression in the center to east side of the site. The existing swale identified at the western edge of the site is not anticipated to be impacted with the development. The development will be localized to the southeast portion of the site, nearest the intersection of Apple Mountain Rd and I-66, and will minimize impact to the northern and western boundaries nearest the adjacent residential uses.

Resource Renewal

There are no resource renewal activities associated with this development.

Changes in Traffic

Apple Mountain Rd from the I-66 off-ramp to the intersection with McIntosh Dr and Jonathan Rd would see a slight increase in traffic associated with this development, which would be controlled at the existing signal on Apple Mountain Road and the westbound I-66 on-ramp.

A Traffic Impact Analysis completed by Ramey Kemp Associates, dated September 22, 2020, found that the proposed development will generate minor increases in traffic and will not have a negative impact on safety or commute times given some minor entrance and road improvements are completed with the development. The recommended improvements include constructing a left-turn lane on Route 79 at the I-66 eastbound ramp with 100 feet of storage, restriping the I-66 eastbound off-ramp to create a left-turn lane with 200 feet of storage, and providing one inbound and two outbound lanes with the proposed site entrance.

Waste Storage and Treatment

Sanitary waste will be conveyed to an on-site septic drain field in accordance with a feasibility report prepared by SES Mid-Atlantic, LLC. The feasibility report identified three areas, at the northwest corner, the center north, and the center south, as potential drain field locations. Any grease from the food preparation activities will be collected in a grease interceptor and disposed of in accordance with County and State regulations.

Water Service

Water for the proposed development will be provided by an on-site well. A feasibility report for the well is currently in production by Cardno, Inc.

Chemical Treatment

Chemical treatments will involve deicing operations during winter months. Any chemical treatments required due to a potential spill in the fueling area shall be treated and disposed of in accordance with all County and State regulations.

Accidents

Access to the site will be provided in the current location of the existing paved entrance and cul-de-sac. This location provides good visibility to the south, towards I-66, and limited visibility to the north, along Apple Mountain Rd, due to grade change and road curvature. However, the speed limit north on Apple Mountain Rd is reduced to 15 mph for the residential area and an existing speed bump is located approximately ±170' from the proposed entrance, therefore no increase in accidents is anticipated with the development.

References

- **Traffic Impact Analysis**
  "Sheetz – I-66 at Route 79 Interchange – Revised Traffic Impact Analysis (TIA) Warren County, Virginia"
  Prepared by: Ramey Kemp & Associates, Inc.
  Dated: September 22, 2020

- **Boundary and Topographic Survey**
  "Boundary and Topographic Survey Sheetz, Inc."
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  Project #: SV208400
  Dated: 06/02/2020

- **Septic Feasibility Study**
  "Initial Consult for Onsite Sewage System, Route 66 & Apple Mountain Road, Linden, Virginia"
  Prepared by: SES Mid-Atlantic, LLC
  Dated: 05/28/2020

- **Web Soil Survey**
  Custom Soil Resource Report
  Generated by the USDA and NRCS

- **FEMA FIRM Map**
  FIRM Flood Insurance Rate Map, Warren County, Virginia
  Map Number: 51187C0150C
  Effective Date: 06/03/2008

- **Air Quality Map**
  Outdoor Air Quality Data – Interactive Map of Air Quality Monitors
  Generated by the EPA

- **Endangered Species**
  Information for Planning and Consultation – Resources
  Generated by the U.S. Fish & Wildlife Service

Direction – Front Royal to Apple Mountain property.

1. Start out going **west** on E 6th St/VA-647 toward Belair Ave. Continue to follow E 6th St.

Then 0.34 miles

2. Turn **left** onto N Commerce Ave/US-522 S.
    1. Angel's Korner is on the corner

Then 1.19 miles

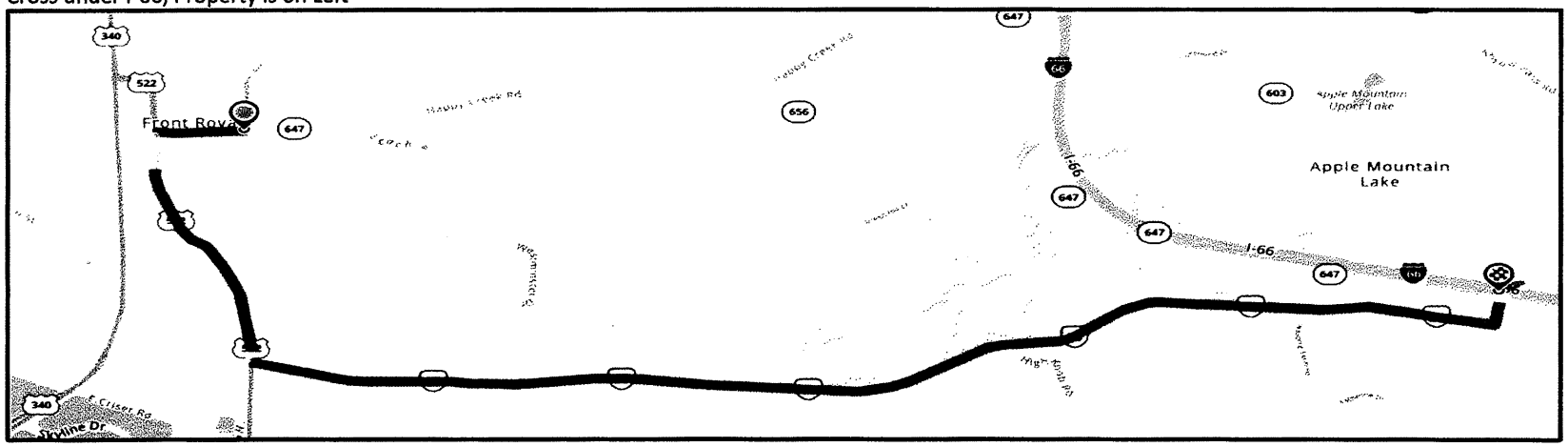
3. Turn **left** onto John Marshall Hwy/VA-55.
    1. John Marshall Hwy is 0.1 miles past Partsmouth Rd
    2. BB&T is on the corner

Then 4.71 miles

4. Turn **left** onto Apple Mountain Rd.
    1. Apple Mountain Rd is 0.1 miles past Dismal Hollow Rd

Then 0.16 miles

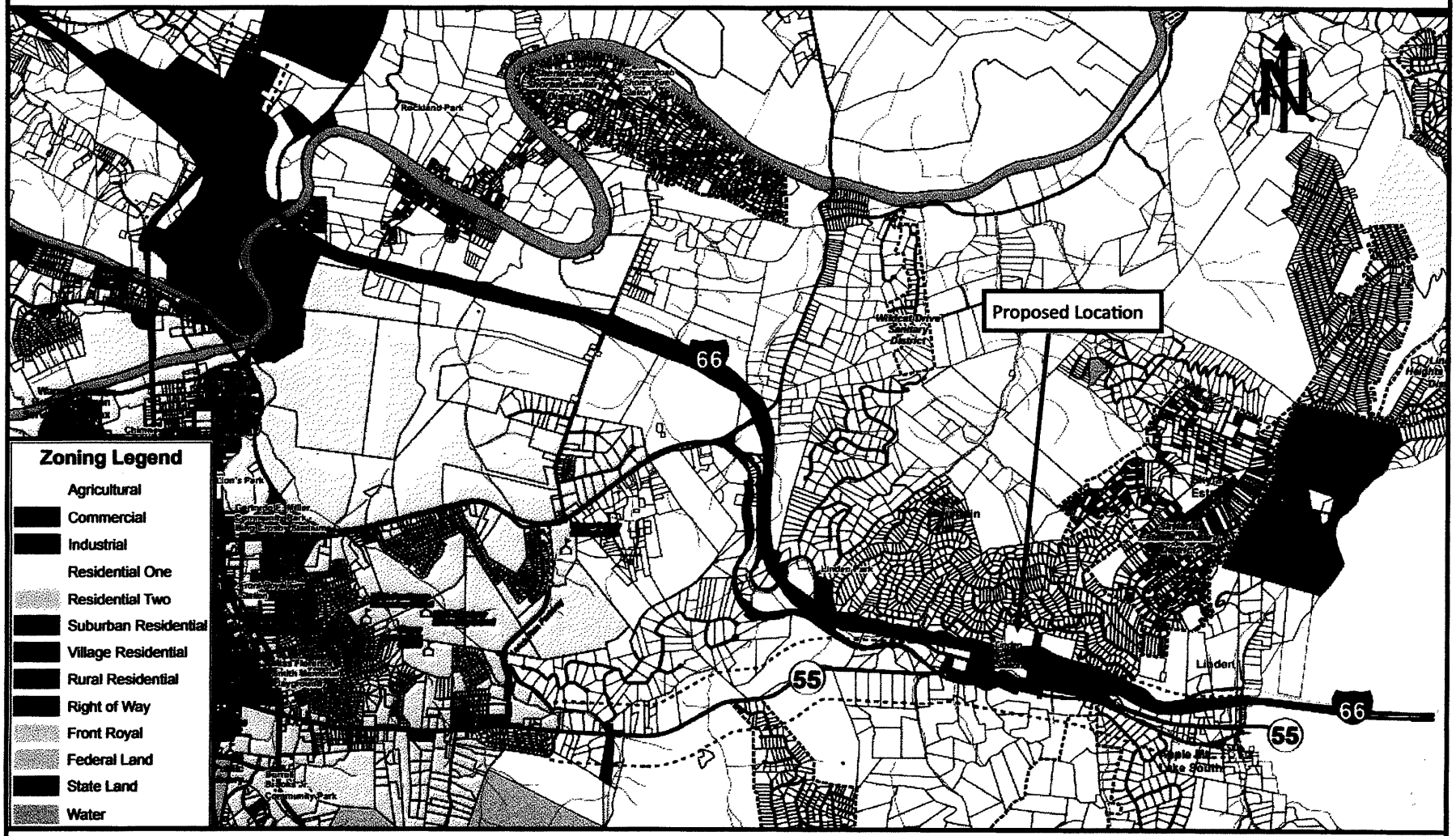
Cross under I-66, Property is on Left



Warren County, Virginia

Proposed Rezone Map

I-66 and Apple Mountain Rd. (Northwest Quadrant)



Deed—Book 291:Page 160 Tract A

15 Acres

Sheetz: Linden, VA (Apple Mountain Rd.)

Development Team:

Jerime Dudding – Dudding Commercial

Sheetz Project Team:

Bob Franks – Permitting/Engineering Manager

Hank Slicker – Real Estate Site Selector

Mike LaCesa – Real Estate Director

John Sieger – Environmental Compliance Manager

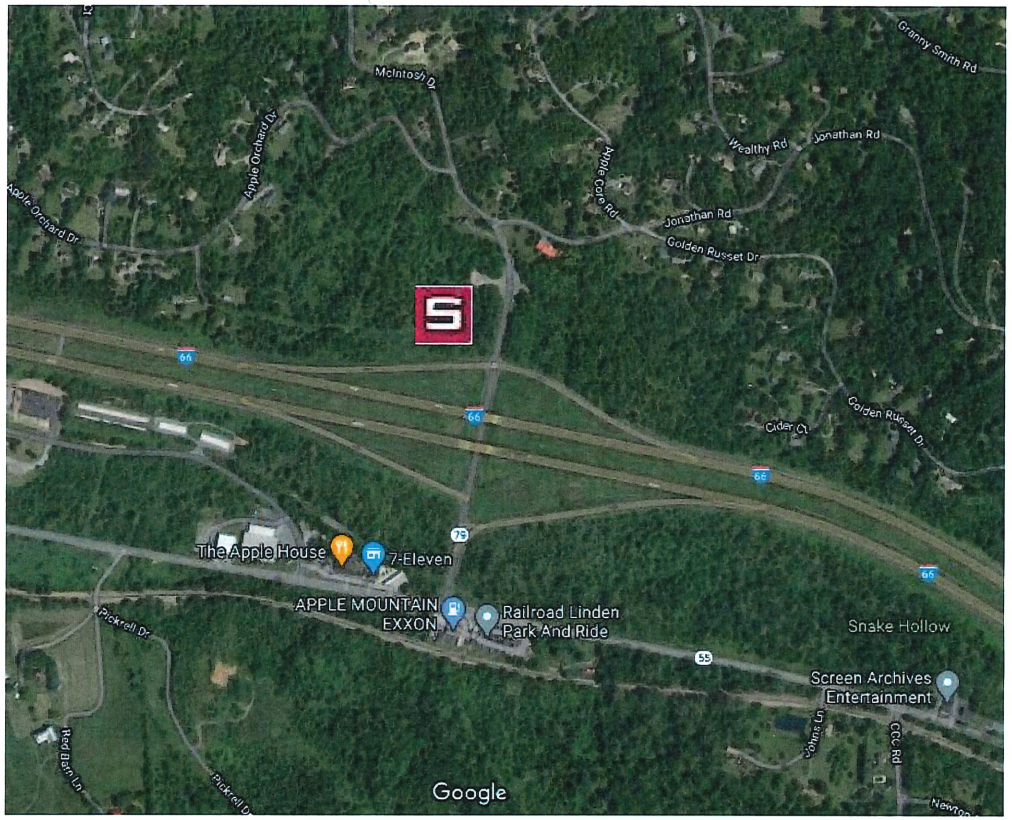
Consultants:

John Wright – Bohler

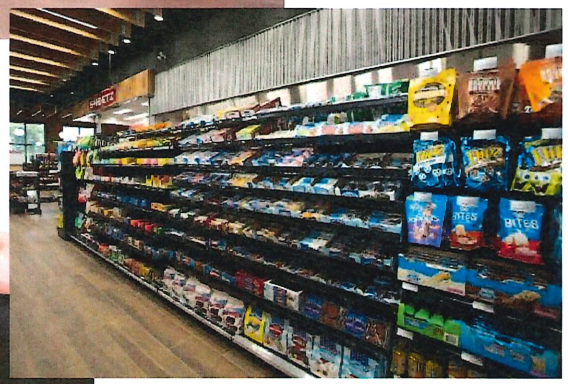
Carl Hultgren – Ramey-Kemp

Vincent Day – Cardno

Joseph Silek – Legal Counsel



What's A Sheetz?



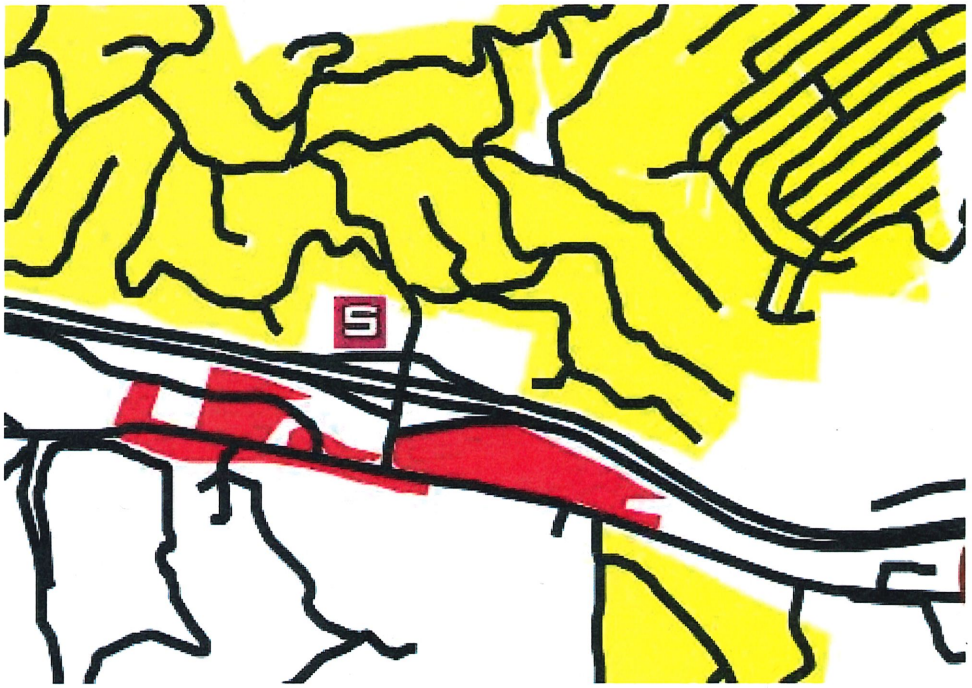
Sheetz is a Good Fit

- Good neighbor:
  - Sheetz has worked with the county school and HOA
  - Sheetz has listened to HOA and county staff to update/edit site plan
  - Sheetz is only rezoning appropriate land necessary for store/bus turnaround
  - Sheetz will provide great economic benefits to the county
- Committed to safety:
  - Construction of bus turnaround and shelter for county school
  - Providing a parking area that is well lit and has video surveillance
- Committed to environmental safety:
  - Installing state-of-the-art petroleum equipment

Warren County Comprehensive Plan

- Chapter 4 – Section 8:

"There are already several commercial and industrial uses located near the interchange of I-66 and U.S. Route 55, near the Village of Linden. Continued light commercial and industrial uses should continue to be permitted in this area, within the environment's limits to support such uses."



Timeline of Events

- June 11, 2020 – Met HOA representative at site
- June 11, 2020 – Met school representative at site
- June 20, 2020 – Met with HOA board (virtual meeting), presented old site plan
- August 19, 2020 – Met with HOA board (in person), presented updated site plan
- October 15, 2020 – Warren County Schools provides letter of acceptability
- November 12, 2020 – Presented to Planning Commission

BOHLER

1/14/2021

PROPOSED SHEETZ - LINDEN, VIRGINIA

6

SHEETZ

NORTH

PROPOSED CONCEPT PLAN - C

011.11.2020

SHEETZ

SHEETZ
SHEETZ

Sheetz is Committed to Safety

- Good neighbor who is committed to safety of staff, patrons, and community
- Bus Turnaround:
  - Safely relocating bus turnaround from Apple Mountain Road
  - Specifications were provided from Warren County Transportation
  - Including shelter for students waiting for bus/ride
  - 30 parking spots
  - Lit for added safety
- Excellent relationship with police

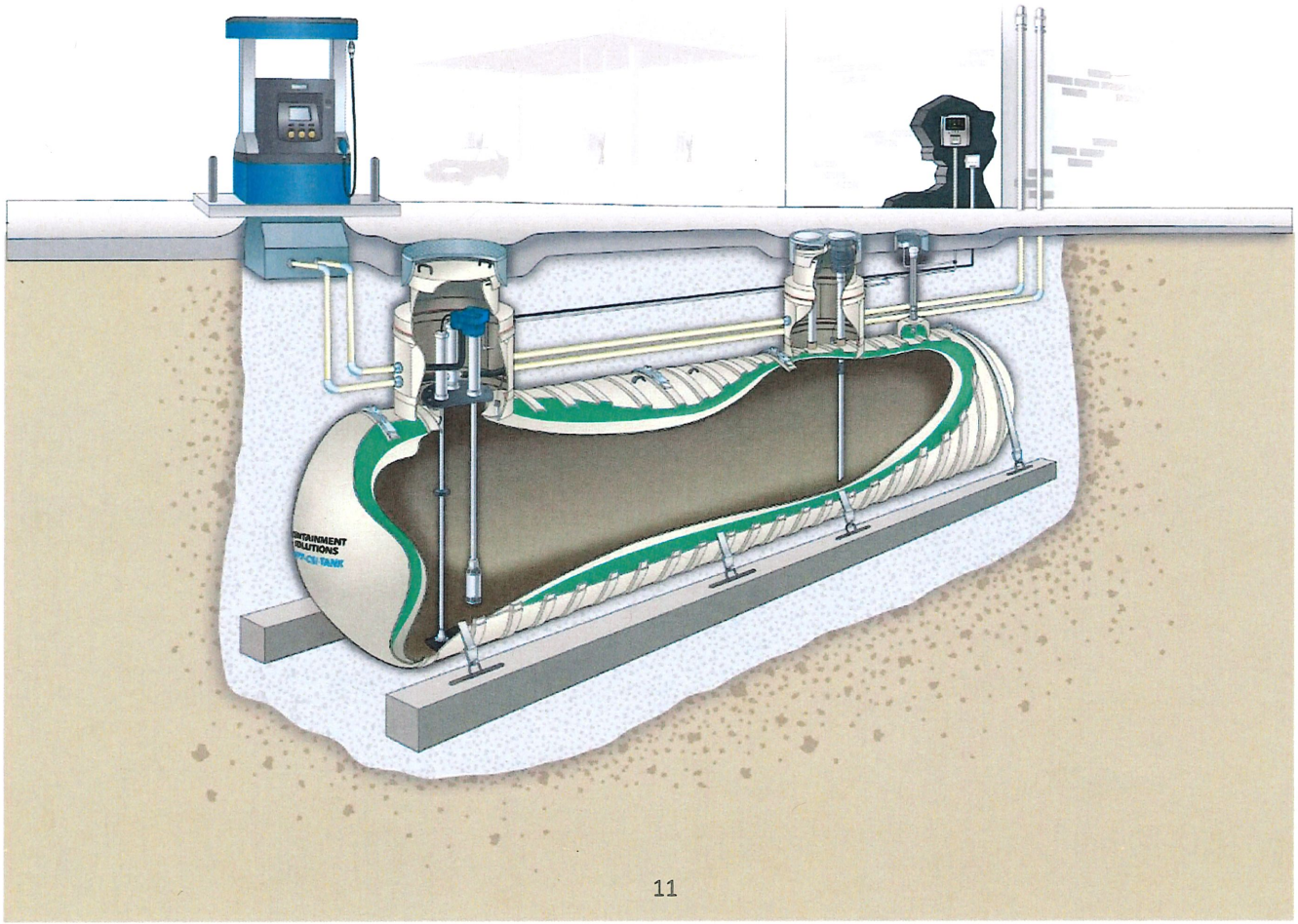
Sheetz is Committed to Safety

- Security Operations Center
  - 24/7/365 manned center for Sheetz stores
  - Respond to all Sheetz panic alarms (emergency pendants) – Dispatch as necessary
  - Voice down to all stores 3 to 4 times a day
- Comprehensive video surveillance with at least 48 cameras
  - Inside: most of store area
  - Outside: Pumps, most parking, dumpster area
  - The bus turnaround will also be included

Sheetz is Committed to Water Supply

- Cardno's Hydrogeological Report (Vincent Day, Senior Hydrogeologist) Findings:
  - Water recharge rates within the boundaries of the site appear more than adequate to supply water for proposed use.
  - A query of 40 well records within 1000 feet of the site revealed that the average yield is about 13 gpm; this statistic compared favorably with a study conducted by USGS.
  - Water usage for proposed use is relatively modest; requiring a well that can produce less than 2 gallons per minute (gpm).
  - Given the estimated recharge rate, the average yield of wells and the modest groundwater requirements, it is thought that adequate groundwater resources can be developed on the site.
  - It is Cardno's professional opinion that the proposed groundwater withdrawals would not be expected to interfere with the production of offsite supplies.

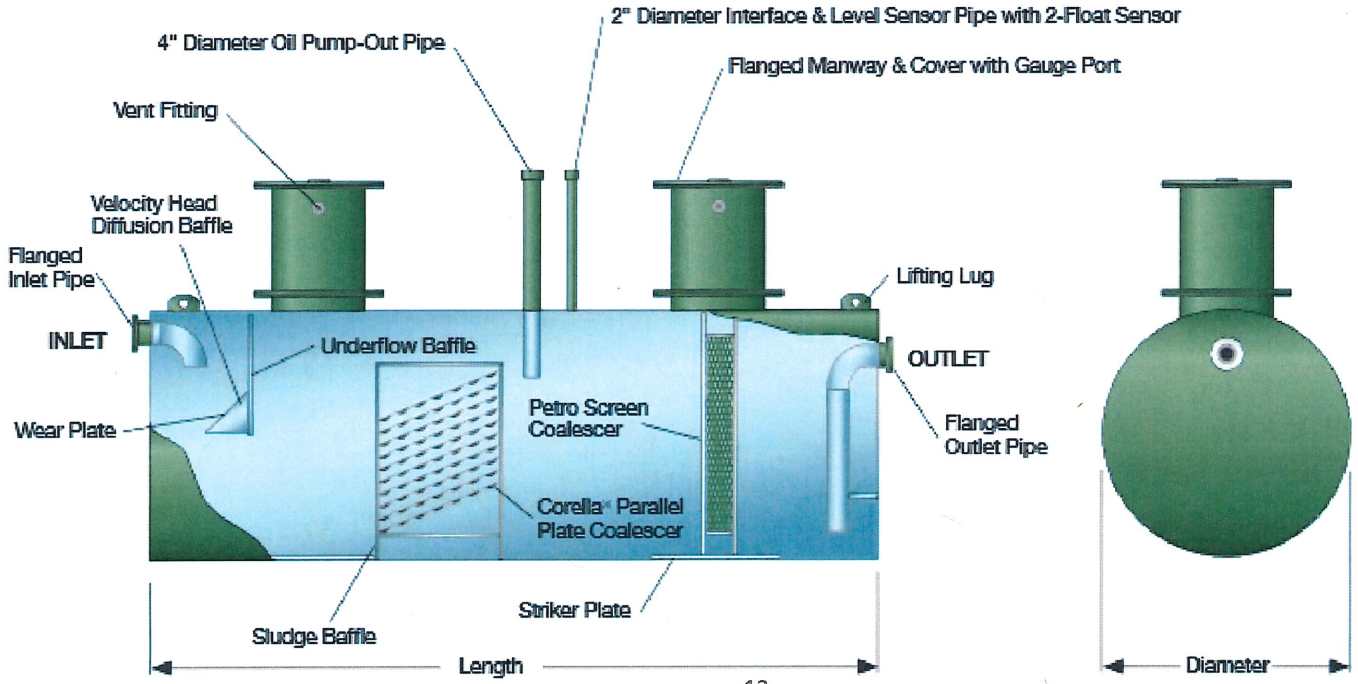
Sheetz is Committed to Environmental Safety

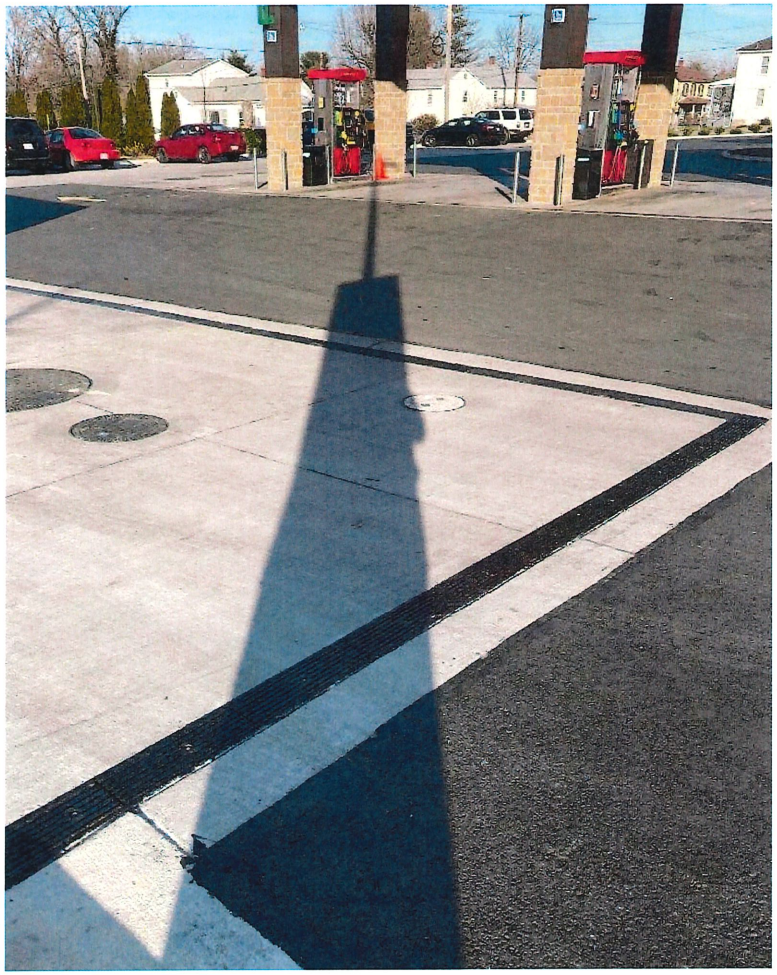


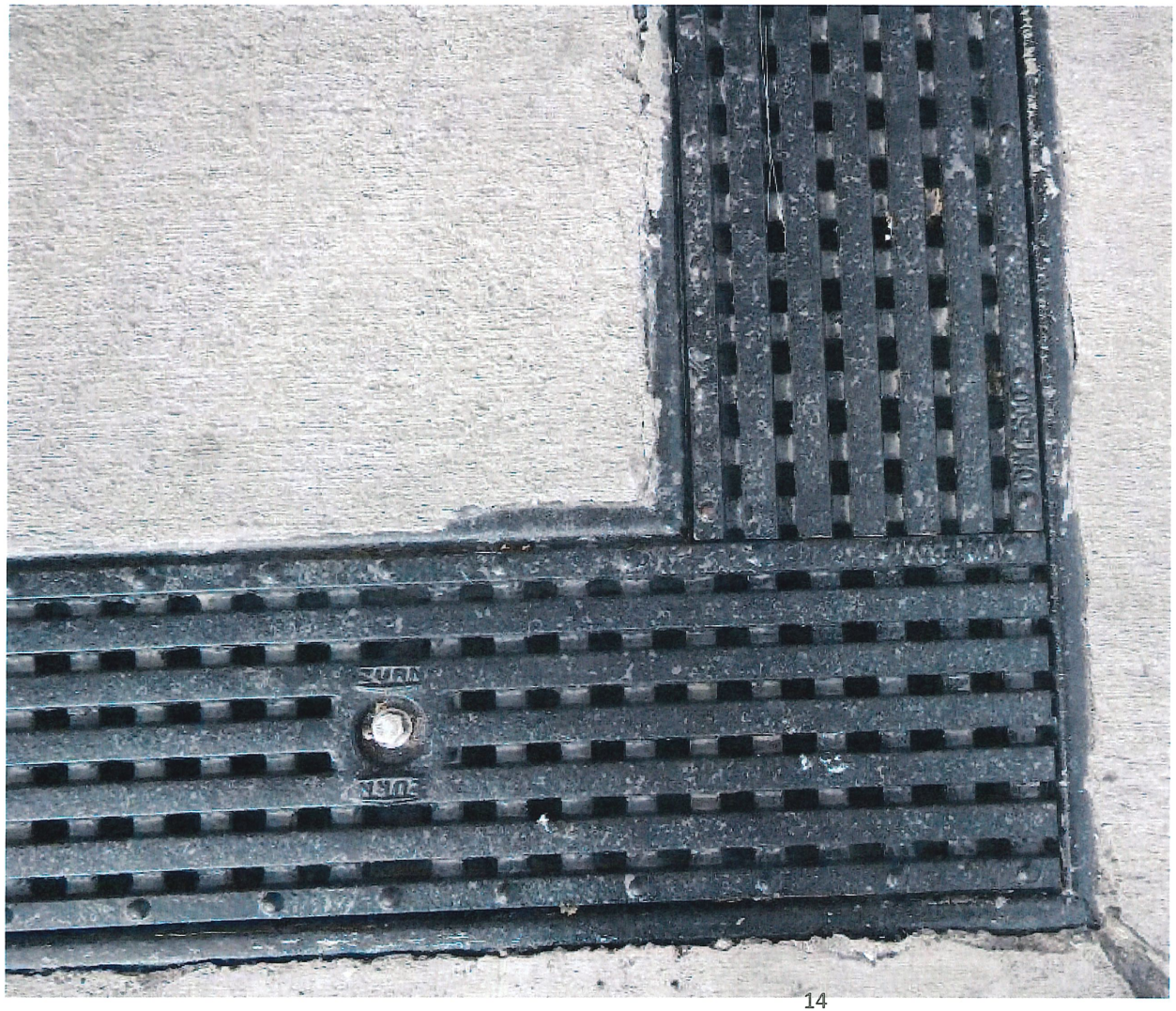
Sheetz is Committed to Environmental Safety

cylindrical separator sizing guide

HT-2040







SPILL RESPONSE PROCEDURES

In the event of a gasoline, kerosene, diesel and/or another hazardous substance spill please follow the procedures below.

911 EMERGENCY NUMBER
STORE SUPPORT: 800-280-4357

1 STOP THE FLOW OF FUEL

Stop the flow of fuel by activating the shut off switch/button located behind the register and, possibly, outside the store.

Notify 911 immediately if there is a fire, health/safety concern, or if the spill cannot be contained or stopped with the materials on hand.

2 IMMEDIATELY CONTAIN THE SPILL & BARRICADE THE AREA

1. Put on appropriate PPE including safety vest/reflective jacket, nitrile gloves, and safety glasses/goggles.
2. At leading edge of spill or in front of any storm drains, pour loose absorbent in a "U" shape along the spills edge to stop the spread of fuel.
3. Use white absorbent pads or, if necessary, spread loose absorbent over the spill to soak it up.
4. Use caution tape and/or cones to ensure the safety of our customers and employees and to prevent vehicles from driving through the spill area.

3 CLEAN UP THE SPILL

1. Sweep up the spill absorbent, pick up the pads and place into the disposable bags provided in your spill kit.
2. Tie off the bags with the zip ties provided.
3. Place all the bagged spill materials in the correct drum located in the hazardous material storage shed at your site for pick up.
4. If fuel contacts the skin or eyes, flush with water immediately for 15 minutes. If symptoms continue, seek medical attention.

1/14/2021

4 REPORT THE SPILL TO STORE SOLUTIONS

1. Investigate if any fuel or hazardous substances have entered any drains, catch basins, or grassy areas of the roadway.
2. Call Store Solutions to report the spill and obtain additional help.

5 BAG OFF THE PUMP

In the event that the spill was caused by a faulty dispenser or defective nozzle, bag-off the nozzle and enter a service desk ticket to have a gas technician replace the nozzle.

6 ALWAYS KEEP YOUR SPILL KIT FULLY STOCKED

Log a Service Desk ticket to have your spill kit supplies replenished after every spill to ensure that you have the minimum supply of spill materials noted below.

THINGS YOU CAN DO TO HELP :

- If you observe a customer that is NOT tending the pump, turn that pump off at the POS (NOT the E-Stop) immediately until the customer returns to their vehicle.
- Always keep your spill kit fully stocked.
- Routinely check the onsite storm water drains for fuel, hazardous substance or pooled products.
- Bag off faulty nozzles.
- Place a service call for anything that looks out of the ordinary.

If you have any questions on the spill procedures or would like any further information, please contact Store Solutions and ask for the Environmental Compliance Department.

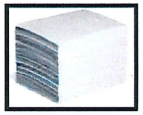
EACH RED SPILL CONTAINMENT CENTER AT THE GASOLINE PUMPS MUST CONTAIN THE FOLLOWING MINIMUM QUANTITIES:

2 Pairs Nitrile Gloves

2—50ft Rolls of Caution Tape

5 Polyethylene Disposal Bags

20lbs Loose Absorbent

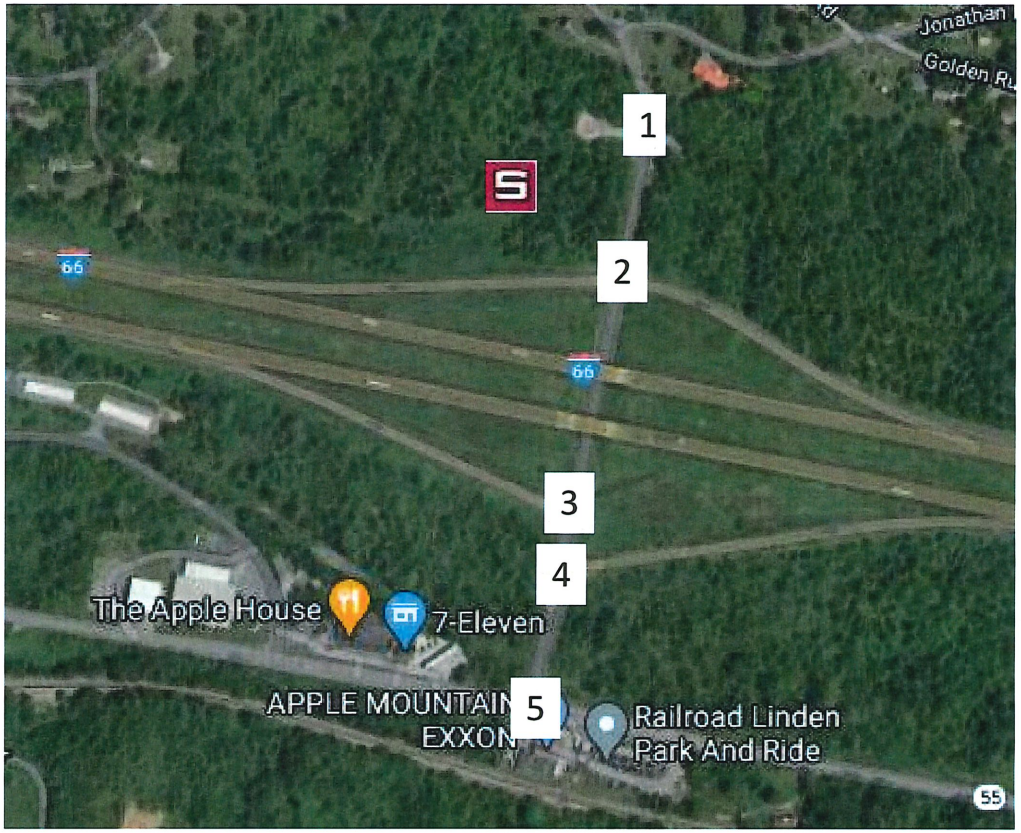

15 Absorbent Pads

1 Plastic Broom & Dust Pan

SHEETZ
TASTY
SPILL RESPONSE PROCEDURES
pig
Spill
Kit

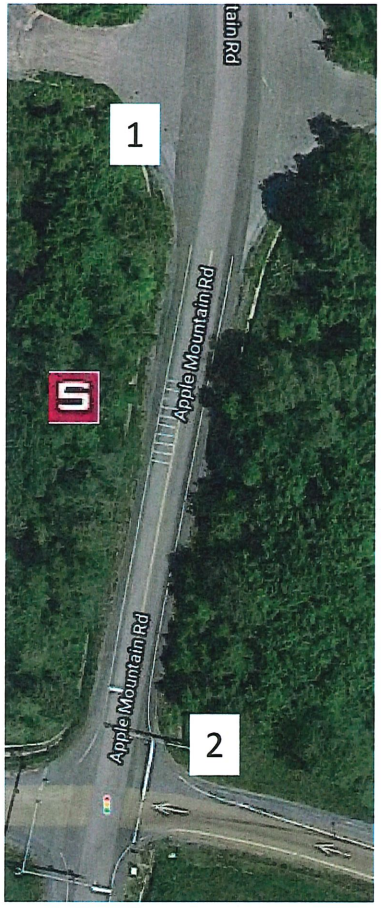
Traffic Study

- Ramey Kemp & Associates performed the TIA
- Coordinated closely with Warren County and VDOT
- Study intersections
  - 1 – Apple Mtn. / Sheetz Access
  - 2 – VA 79 / Westbound Ramps
  - 3 – VA 79 / Eastbound Off Ramp
  - 4 – VA 79 / Eastbound On Ramp
  - 5 – VA 55 / VA 79



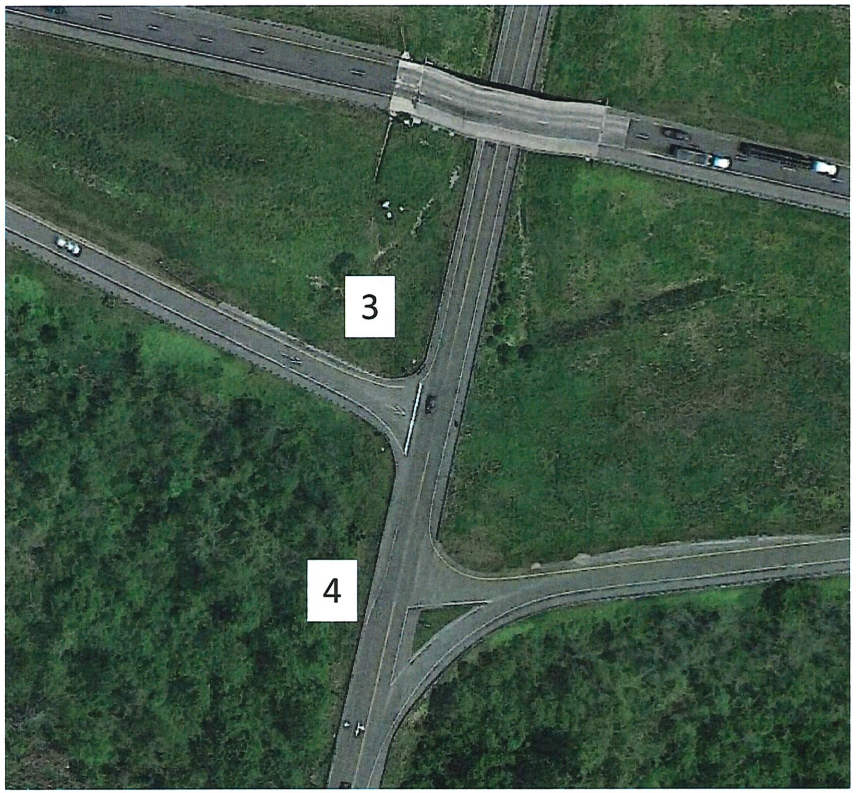
Proposed Roadway Improvements

- #1 - Apple Mtn / Sheetz Access
  - Construct a northbound left-turn lane on Apple Mountain Road
- #2 - VA 79 at Westbound Off Ramp
  - Pull back stop-bar on southbound Apple Mountain Road
  - Add pavement to the radius in northeast quadrant to accommodate truck turns



Proposed Roadway Improvements

- #3 - VA 79 at Eastbound Off Ramp
  - Widen and restripe ramp to add a left-turn lane
- #4 - VA 79 at Eastbound On Ramp
  - Construct a southbound left-turn lane on VA 79, which is already warranted today



Sheetz is Important to the Community

- Sheetz Employee Overview:
  - About 30 to 35 employees
  - 12 to 15 (maybe more) are full time employees
  - Full Time employees are eligible for benefits such as medical, 401k, ESOP
  - Part Time employees are eligible for certain benefits but work at least 16 hrs.
- Economic Benefits to Warren County estimated of $400,000

Sheetz is a Good Fit

- Good neighbor:
  - Sheetz has worked with the county school and HOA
  - Sheetz has listened to HOA and county staff to update/edit site plan
  - Sheetz is only rezoning appropriate land necessary for store/bus turnaround
  - Sheetz will provide great economic benefits to the county
- Committed to safety:
  - Construction of bus turnaround and shelter for county school
  - Providing a parking area that is well lit and has video surveillance
- Committed to environmental safety:
  - Installing state-of-the-art petroleum equipment

Thank you for your time

We are happy to answer any questions that you may have

Cardno

December 22, 2020

John Wright, PE
Bohler Engineering
28 Blackwell Lane, Suite 201
Warrenton, Virginia

Cardno

10988 Richardson Road
Ashland, VA 23005
USA
Phone 804 798-6525
Fax 804 798-5907

www.cardno.com

RE: Hydrogeological Assessment –

Dear Mr. Wright,

Please find the following hydrogeological assessment of the proposed Sheetz Station and Market near Linden, Virginia.

Purpose

Cardno, Inc. (Cardno) was contracted by Bohler Engineering to conduct a hydrogeological assessment for the following purposes:

1. To provide a professional opinion regarding the potential for developing an adequate resource of groundwater for the proposed Sheetz at the Route 66 Linden Exit in Warren County, VA.
2. To determine, in or best professional opinion, whether the proposed withdrawals might cause adverse impacts to neighboring groundwater supplies. An adverse impact, in this case, is defined as one that would reduce the water levels in offsite wells to the point where they would cause a decline in production of those wells.

Scope

Cardno has designed the following scope of work in order to complete the tasks described above:

- Review of published studies and maps regarding soils, geology, topography and hydrogeology
- Conduct a fracture trace analysis by stereoscopically analyzing public domain stereo aerial photographs in an effort to identify a precise drilling locations and potential groundwater zones
- Conduct a groundwater availability and recharge analysis of the site and site vicinity
- Obtain and analyze well records of parcels within the 1000 feet of the site regarding, depth to bedrock, depth of well and yields.

Background

The site is an approximately 15-acre parcel located on the northwest side of the intersection of the west bound entrance ramp of US State Route 66 and Apple Mountain Road and situated approximately 1.35 miles west of Linden, Virginia. It is understood that the developers plan to develop a Sheetz Station and Market at the site. Water will be derived from a private well (groundwater) and wastewater will be treated and disposed of on-site via a waste disposal system into the soil. The average daily consumption of water is estimated at approximately 2500 gallons per day (gpd) requiring a groundwater resource that produces about 1.75 gallons per minute (gpm).

Hydrogeology

The site is located within the Blue Ridge Physiographic Province of Virginia, an area characterized by steep slopes and well developed drainage networks underlain by igneous and metamorphic rocks. Groundwater is derived from a fractured bedrock aquifer.

The overlying material of weathered rock (saprolite) and soil is typically relatively granular and porous; it may house a shallow water-table aquifer separate from, but hydraulically connected to and interacting with, the underlying

fractured bedrock aquifer. The water table in shallow aquifers is often a subdued replica of topography, in which groundwater flow is generally from areas of higher elevation (recharge zones) toward areas of lower elevation (discharge zones). The source of groundwater in both aquifers is ultimately from precipitation (recharge) that infiltrates through the soil and weathered rock.

Bedrock wells in this region of Virginia derive water from a fractured bedrock aquifer in which groundwater occurrence and movement are controlled primarily by fractures and joints within the rock. Groundwater flow patterns in the bedrock can be very complex, depending upon the geologic and topographic setting and upon fracture frequency, size, geometry, and degree of interconnectedness. The characteristics of these fractures determine a wells' yield. A high-yielding well is likely connected to large, and/or many fractures which are connected to a recharge zone (often overlying saprolite). On the other hand, low-yielding wells typically intersect few, and/or small fractures which are connected to a limited recharge zone (water bearing fractures).

Geology

According to the United States Geological Service (USGS), the site is underlain by the Catoctin Formation which is a metabasalt (Zcm) consisting of dark-green, amygdaloidal metabasalt (greenstone) and chlorite schist interlayered with thin, discontinuous, finely laminated phyllitic metasiltstone and thin metasandstone and dark, variegated, vesicular tuffaceous phyllite and mud-lump (rip-up) breccias (Reed, 1955). USGS determined a rubidium-strontium (Rb/Sr) age of 570 ± 36 million years (Ma) for the metabasalt of the Catoctin Formation in Virginia. (Nelms, D.L., and Moberg, R.M., Jr., 2010, Preliminary assessment of the hydrogeology and groundwater availability in the metamorphic and siliciclastic fractured-rock aquifer systems of Warren County, Virginia: U.S. Geological Survey Scientific Investigations Report 2010–5190, 74 p.) Within the same publication, the USGS reported in Table 1 that the average yield of wells found in the Catoctin Formation was 13.6 gpm.

Fracture Trace Analysis and Groundwater Potential

Based upon the analysis of the fracture network within the site and site vicinity, it appears that the site possesses at least one moderately well-expressed fracture and that numerous fractured areas are present within 4000 feet of the property. This suggests that the bedrock may be fairly well broken up by joints, fissures, fractures and possibly faults which increases the potential of developing adequate groundwater resources.

Recharge Analysis

In assessing a proposed groundwater withdrawal, it is common practice to compare the proposed withdrawal rate to the rate of groundwater recharge at the withdrawal location. Warren County receives about 41.2 inches of precipitation per year (USGS). Nelms and Moberg in their work, *"Preliminary assessment of the hydrogeology and groundwater availability in the metamorphic and siliciclastic fractured-rock aquifer systems of Warren County, Virginia: U.S. Geological Survey Scientific Investigations Report 2010–5190, 74 p.")*, quantified the recharge of the Manassas Run watershed (where the site is situated). This work estimates that between the years of 2001 and 2007 the effective recharge of the aquifer within boundaries of the Manassas Run watershed was about 14.2 inches per year.

After impervious areas, runoff and transpiration are considered, Cardno estimates that average daily recharge rate to the aquifer from within the boundaries of the site is about 4,777,850 gallons of water per year (GPY) or 13,090 gallons per day (gpd). Furthermore, given that the market will treat their waste on site, Cardno has estimated the consumptive use of water will be about 300 gpd. The attached Chart 1 compares, in graphic form, the relative groundwater recharge to consumption, under average rainfall conditions.

Well Records

Well completion reports (GW-2 Forms) were requested from the County Health Department for all parcels within 1,000 feet of the site (90 parcels in total). Of these parcels, 71 well and/or septic system records were obtained, including 40 well completion reports (GW-2 Forms). Data from these GW-2 Forms is reported in **Attachment I** and summarized in **Table 1** below.

Table 1: Well Data Summary

Statistic	Depth (ft)	Yield Gallons per minute	Depth Rock (ft)	Water Bearing Zone (ft)
Minimum	105	3	10	65
Average	342	13	42	
Median	333	8	38	
Maximum	580	40	135	565

Reported well yields ranged between 3 and 40 gallons per minute (gpm), with a median yield of 8 gpm and an average yield of 13 gpm. Bedrock was reported at a depth ranging from 10 to 135 feet below land surface (ft-bls), with a median depth of 38 ft-bls and an average depth of 42 ft-bls.

Water-bearing zones were reported from 65 to 565 ft-bls. The most commonly-reported water-bearing zones in order of most frequent were within: 200-220 ft-bls (8 reports), 120-140 ft-bls (7 reports), 100-120 ft-bls (6 reports), and 180-200 ft-bls (6 reports). Reference Figure 2 for details on reported water-bearing zones. Finally, total depth of well ranged from 105 ft-bls, with a median depth of 333 ft-bls and a mean well depth of 342 ft-bls.

Discussion/ Conclusion

The estimated water demand of 2500 gpd would require a well(s) to produce about 2 gpm. This report has found that the average yield of wells within 1000 feet of the site is about 13 gpm and compares favorably with the average yield reported by the USGS Scientific Investigation 2010-5190 referenced earlier. Given the geology, the presence of apparent fractures in vicinity of the site, the relatively large size of the parcel where multiple drilling opportunities exist and the average yields in the neighborhood, Cardno believes that it is reasonable to expect that adequate groundwater resources can be developed on and for the site.

The work to date indicates that the theoretical recharge within the boundaries of the site is more than adequate to supply water for the proposed uses.

In or best professional opinion, the proposed withdrawal volumes of water are relatively modest and would not be expected to interfere adversely with offsite supplies. At this time the exact location of a well has not been determined; however, the size of the parcel (~15 acres) makes it possible to position a well in such a way that would reduce the potential of interference with off-site wells further.

Finally, once a well is drilled and developed, aquifer testing will be required by the Virginia Department of Health, Office of Drinking Water (VHD-ODW). This testing will collect and analyze empirical data regarding the characteristics of the aquifer. Pertinent offsite wells could be monitored during the test to determine the degree (if any) of impact to offsite wells.

Limitations

The work performed in conjunction with this project, and the data developed, are intended as a description of available information. This report does not warrant against future operations or conditions, nor does it warrant against operations or conditions present of a type or at a specific location not investigated.

Generally accepted industry standards were used in the preparation of this report. Stated opinions and conclusions are not intended as a guarantee. The only reliable way to confirm that a sustainable groundwater resource is present is to drill a well and test it for quantity and quality.

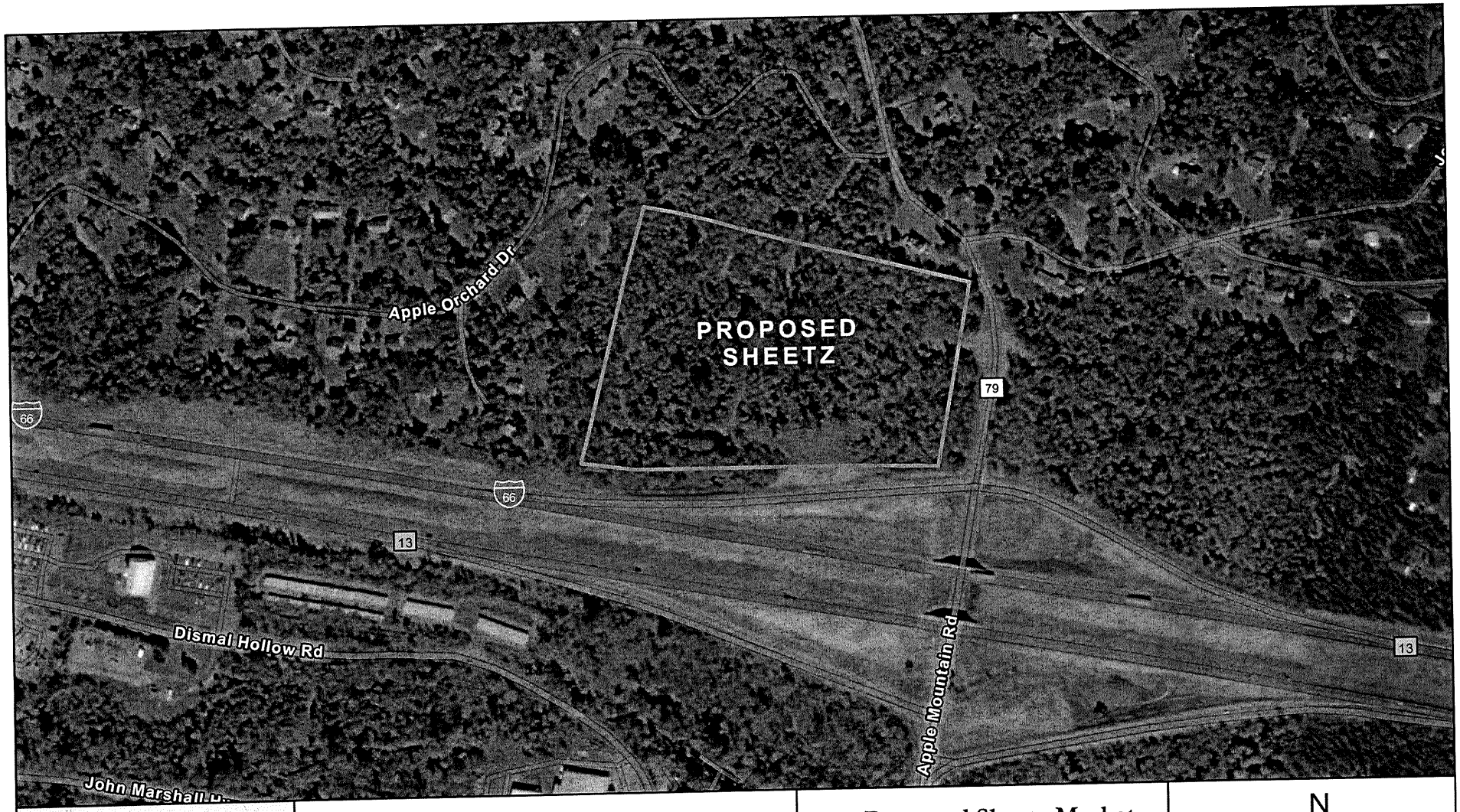
Cardno appreciates the opportunity to provide hydrogeological consulting services to Bohler Engineering. Please contact us if you have any questions.

Sincerely,

Vincent Day, PG
Senior Hydrogeologist, Principal – Water Supply -
Direct Line +1 804-368-1003
Mobile: 434-923-0888
Email: vincent.day@cardno.com

Figures
Attachment I- GW2 Well Data
Chart 1 - Comparison of Groundwater Usage Estimates

FIGURES



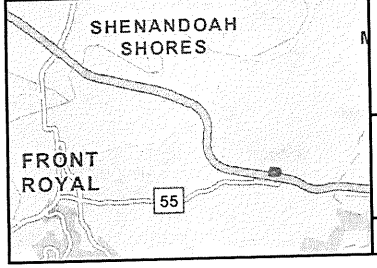


Fig. 1 - Site Location Map

Proposed Sheetz Market
Linden, Virginia

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Cardno

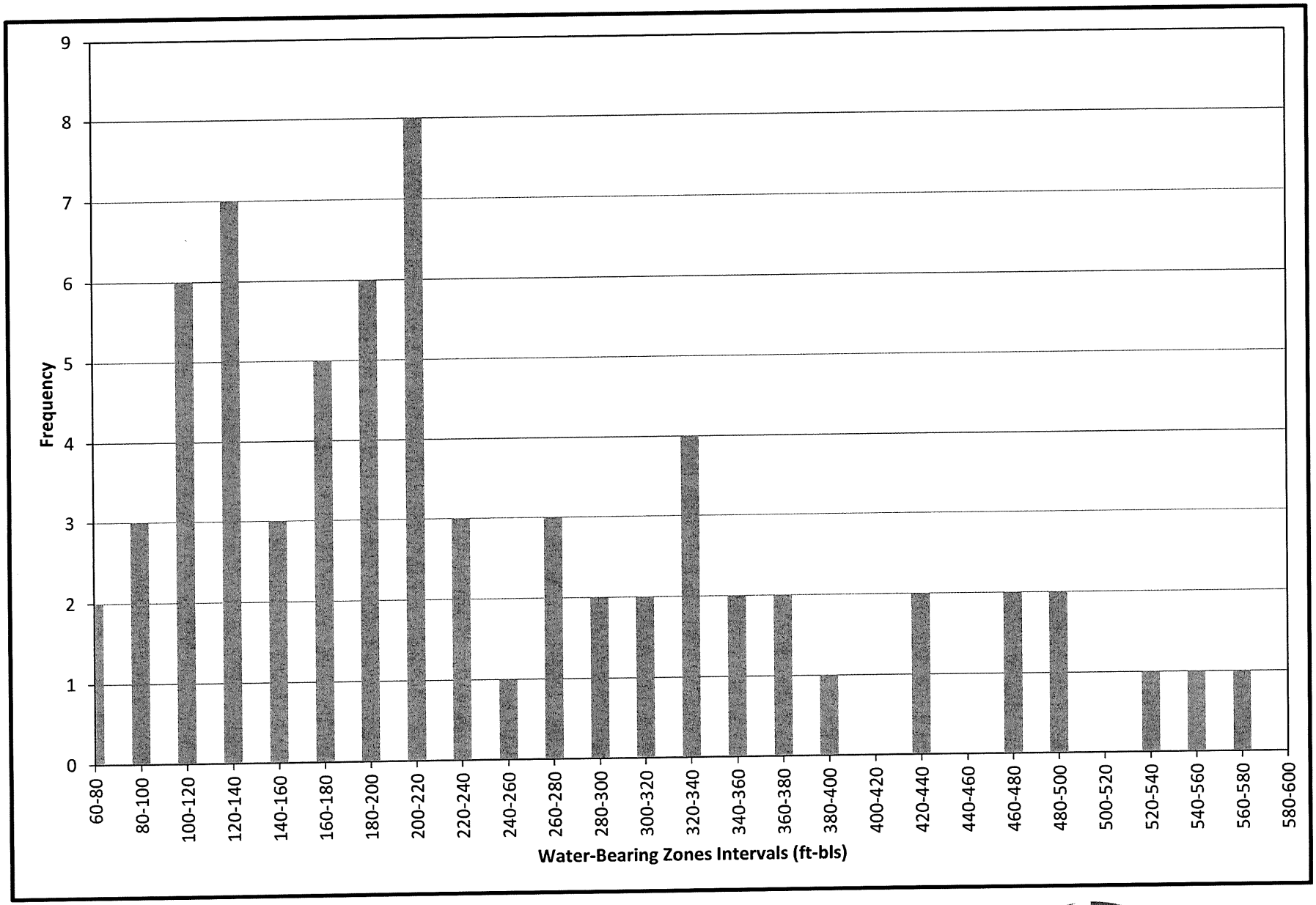
N

0 0.2 0.4 Mi

0 0.4 0.8 Km

Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere | Drawn by: BDM | 12/22/2020

FIGURE 2 - WATER BEARING ZONE HISTOGRAM
WELLS WITHIN 1,000 FEET OF SITE
PROPOSED SHEETZ - LINDEN, VA



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ATTACHMENT I

GW-2 WELL DATA

WELL COMPLETION REPORT SUMMARY
PARCELS WITHIN 1,000 FEET OF SITE
PROPOSED SHEETZ - LINDEN, VA

PARCEL	YEAR DRILLED	WELL DEPTH (FT)	WELL DIAMETER (IN)	DEPTH TO BEDROCK (FT)	YIELD (GPM)	STATIC WATER LEVEL (FT)	PUMPING WATER LEVEL (FT)	DEPTH OF CASING (FT)	DEPTH OF GROUT (FT)	WATER-BEARING ZONES (FT)
22B-N-8	No construction information available									
22B-N-10	2020	460	6	10	20	60	NA	72	50	440
22B-N-15	No construction information available									
22B-N-27	No construction information available									
22B-N-28	No construction information available									
22B-N-38	2020	580	6	45	3	50	NA	82	75	265, 565
22B-P-2	2019	500	6	20	5	5	NA	61	50	470
22B-P-13	2016	230	6	25	30	60	180	55	50	125, 200
22B-T-5	No construction information available									
22B-P-12	2016	290	6	40	12	50	240	77	75	180, 265
22B-P-29	2004	400	6	38	8	90	NA	108	60	210, 240, 370
22B-P-43	1989	240	6	62	15	80	200	79	50	120, 140, 220
22B-P-31	No construction information available									
22B-P-32	1987	440	6	60	15	100	380	22	20	210, 425
22B-P-42	1986	250	6	14	8	NA	NA	53	50	220, 235
22B-P-15	No construction information available									
22B-P-30	No construction information available									
22B-N-2	2006	440	6	20	4	75	NA	84	50	376-378
22B-N-16	1987	345	6	70	8	70	300	84	20	210, 330
22B-N-29	1988	300	6	135	5	70	225	139	50	NA
22B-N-3	1990	520	6	50	15	200	470	76	50	190, 490
22B-N-4	1999	380	NA	15	6	80	310	55	50	220, 340
22B-N-6	1993	400	6	30	7	75	NA	55	55	320-325
22B-N-7	No construction information available									
22B-N-11	1994	300	6	40	5	60	NA	65	65	150-155
22B-P-14	No construction information available									
22B-P-11	No construction information available									
22B-N-30	No construction information available									
22B-P-38	No construction information available									
22B-P-37	No construction information available									
22B-P-35	No construction information available									
22B-T-6	No construction information available									
22B-N-23	1983	310	6	35	20	50	NA	48	48	295-300
22B-P-36	1985	240	6	24	8	NA	NA	34	34	128, 205
22B-P-8	No construction information available									
22B-T-3	No construction information available									
22B-N-35	1986	190	6	70	30	40	160	81	20	110, 180
22B-N-34	1984	170	6	88	10	60	130	98	20	110, 150
22B-N-36	No construction information available									
22B-N-33	2001	360	6	25	6	70	NA	113	50	140, 345
22B-N-14	1986	190	6	15	25	40	150	55	50	90, 180
22B-N-32-1	1994	210	6	65	40	65	170	81	50	120, 150, 195
22B-N-31	1998	420	6	40	4	50	NA	60	50	65, 390
22B-N-32-2	1988	565	6	25	12	200	525	56	50	140, 550
22B-N-12	1988	225	6	35	7	75	NA	80	65	165, 185
31-18-D	1995	105	6	40	35	10	NA	75	50	85
22B-N-37	No construction information available									
22B-P-33	No construction information available									
22B-T-18	1984	370	6	59	5	100	350	69	20	NA
22B-T-19	1984	290	6	94	5	120	250	104	20	NA
22B-P-6	2015	500	6	16	7	45	NA	63	50	223, 474

WELL COMPLETION REPORT SUMMARY
PARCELS WITHIN 1,000 FEET OF SITE
PROPOSED SHEETZ - LINDEN, VA

PARCEL	YEAR DRILLED	WELL DEPTH (FT)	WELL DIAMETER (IN)	DEPTH TO BEDROCK (FT)	YIELD (GPM)	STATIC WATER LEVEL (FT)	PUMPING WATER LEVEL (FT)	DEPTH OF CASING (FT)	DEPTH OF GROUT (FT)	WATER-BEARING ZONES (FT)
22B-N-25	1988	325	6	50	10	70	NA	101	60	300
22B-N-44	No construction information available									
22B-P-1	1994	225	6	25	10	90	190	52	50	90, 210
22B-P-5	No construction information available									
22B-N-22	1986	230	6	93	6	25	NA	103	50	180-185, 200-215
22B-N-43	1993	380	6	10	5	12	NA	55	52	189, 359
22B-N-21	No construction information available									
22B-N-17	1994	150	6	30	40	60	120	63	50	70, 120, 140
31-18	No construction information available									
22B-T-1	2013	505	6	40	25	150	NA	70	70	485-490
22B-T-2	No construction information available									
22B-T-17	No construction information available									
22B-P-39	No construction information available									
22B-P-40	1999	420	6	55	7	60	310	72	50	140, 340
22B-P-41	1987	300	6	38	8	35	225	40	20	120, 267
22B-N-5	2019	340	6	20	20	45	NA	82	50	260, 320
22B-P-10	No construction information available									
22B-P-34	No construction information available									
22B-T-11	No construction information available									
22B-T-4	2004	565	6	20	8	100	NA	51	50	329, 530-535

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CHART 1

AVERAGE GROUNDWATER RECHARGE

V

PROPOSED CONSUMPTIVE USE IN GALLONS PER DAY

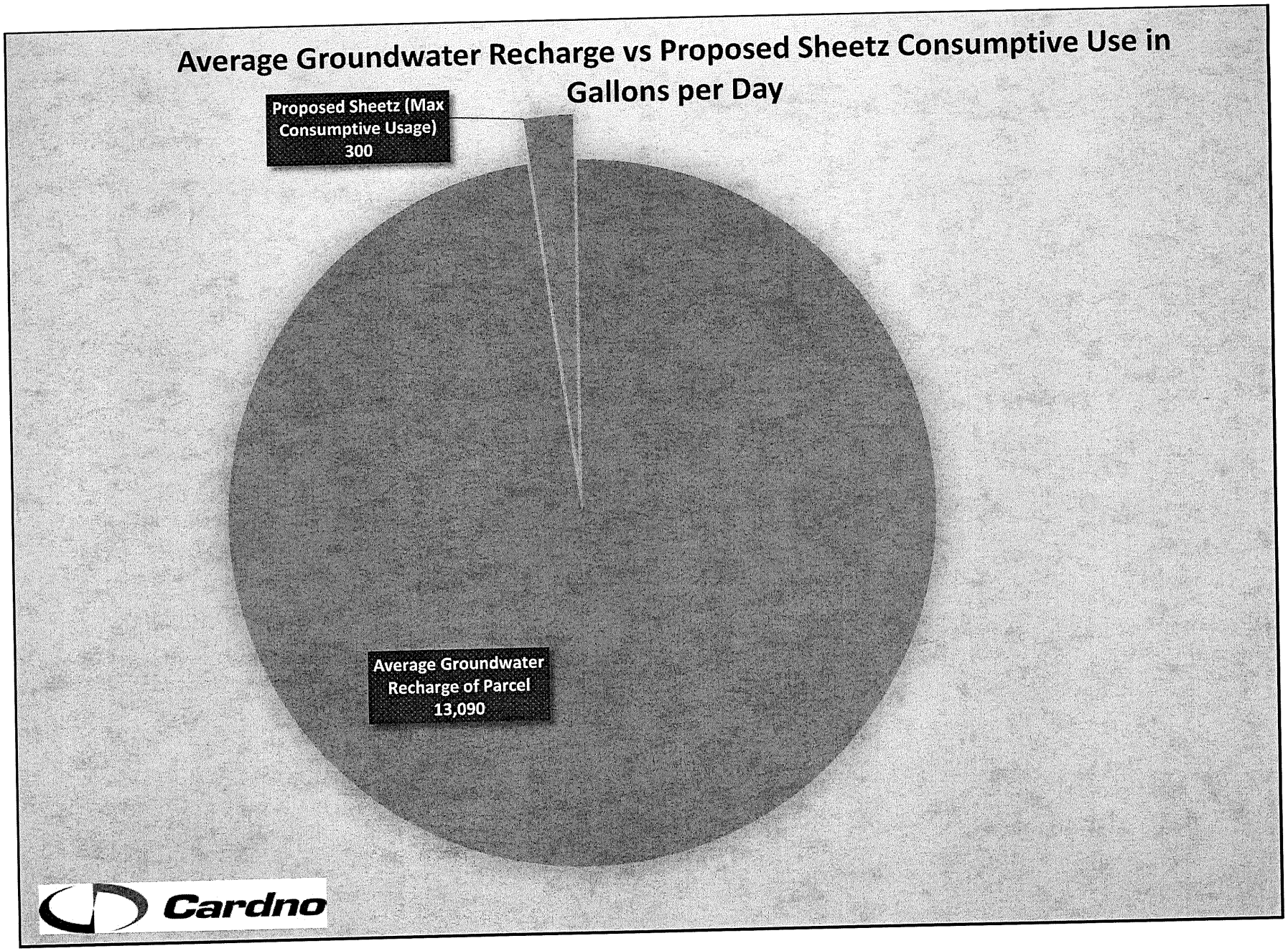


Chart 1: Comparison Analysis of Average Daily Groundwater Recharge to Consumptive Usage

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF 1
January 19, 2021	**J-10**	Authorization to Advertise for Public Hearing – Sale of 1.4253 acres of County-Owned Property	

EXPLANATION & SUMMARY:

The County has received a Letter of Intent for the sale of 1.4253 acres at the McKay Springs property located at the corner of U.S. Route 340/522 and Reliance Road. The offer would be for a new fast-food establishment. This project will create jobs and new tax revenue for the citizens of Warren County and Front Royal.

The subject property is owned by three entities: The County of Warren, the Front Royal/Warren County EDA and the Town of Front Royal. Each entity would get a proportional amount of the sales proceeds based on the ownership composition of the proposed parcel.

COST & FINANCING:

The property was purchased by the County of Warren and the Town of Front Royal under a Memorandum of Agreement dated November 30, 2011. The current proposed parcel has appraised for $310,000.00. The offer price for the land from the client is $475,000.00.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors authorize the advertisement of a public hearing for the proposed sale of 1.4253 acres of County-owned property located at the corner of U.S. 340/522 and Reliance Road.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Doug Parsons, Executive Director of the EDA		

Emily Ciarrocchi

From: Douglas Parsons <dparsons@wceda.com>
Sent: Wednesday, January 13, 2021 1:42 PM
To: Emily Ciarrocchi
Cc: Edwin Daley; Jeffrey Browne; Jordan Bowman
Subject: RE: McKay Springs Property
Attachments: AREA EXHIBITS with Ownership and Composition Percentages 9-23-2020.pdf; Revised Plat BLA ADVANCE 4-20-2020.pdf; Revised McKay Springs LOI 1-13-2021.pdf

Emily:

I do have additional information on this rather complex project. Boddie Noel is the broker for Hardees who I'm working with on this project. They just sent me a revised LOI with the restrictive language we've agree upon, whereby the County will not allow certain competitive restaurants on land the County controls within a 1,000 foot radius for 10 years.

There's also the calculus regarding the disbursement of sale proceeds. What the County, EDA and, ostensibly, the Town have agreed to is outlined below. Although the MOU from 2011 speaks to a 50%-50% split, the County paid 100% of the cost for 42.8% of the subject property.

The proceeds from the sale, not including any bank, title company, state or local fees associated with the sale, are:

12A-113-1 Hardee's lot: 1.4253 acres (no flood plain) There are two ROWs listed, one on EDA's property and the other on shared property. The County, therefore is entitled to 3/4's of the ROW.

A. EDA/County	.6109 acre
B. County Share ROW	.102225 acre
C. County share	.3390 acre
Total	1.052125 acres

Total County 73.81% Total Town 26.19%

So the Town would get 26.19% of the sale price of $475,000, or $124,402.50 and the County would get 73.81% of the proceeds, or $350,597.50.

Please note the 1.4253 acre tract does not yet exist. It would have to be approved by Town and County as a new parcel per the proposed boundary line adjustment in the attached proposed plat.

I've also attached the AREA EXHIBITS pdf that shows how the percentage of ownership of the proposed new parcel would be comprised of the land as currently configured.

This is one complicated puppy, so let me know if you or Ed have any other questions. All of this has been reviewed by Jordan Bowman at Litten Sipe.

Thanks!

Doug Parsons
Executive Director
Front Royal/Warren County EDA

July 13, 2020

Mr. Doug Stanley
County Administrator
Warren County Board of Supervisors
220 North Commerce Avenue
Front Royal, VA 22630

Mr. Matt Tederick
Interim Town Manager
Town of Front Royal
16 North Royal Avenue
Front Royal, VA 22630

Mr. Stanley and Mr. Tederick:

We received an offer for a parcel of ground at the McKay Springs site at the corner of Reliance Road and Route 340/522. The offer is for tax map 12A-113-1 for 1.4253 acres at the corner where the Estep Mobile Home Park used to be.

These parcels were recently revised by Marsh and Legge Land Surveyors and the plat showing the boundary line adjustments and consolidation is attached. It is my understanding that Jason Ham, counsel for the County, has been talking with Mr. Napier to get these revised plats approved by the Town and County and put to record in the near future.

We've also attached an appraisal for this same parcel recently conducted by Blue Ridge Appraisers for $310,000.00 and the proposed LOI from the prospect for $475,000.00 for a proposed fast food restaurant.

The sales proceeds will be distributed to the Town and County pursuant to the Memorandum of Understanding approved by the County and Town in 2011, taking into consideration the 2.06 acre Estep Property purchased by the County in 2016. The County would receive a proportionate monetary value based on the share of the Estep acreage that is contained within the parcel being sold.

We ask that the County Board of Supervisors and Town Council decide if this is an acceptable offer and notify us in writing as to their decision so we may execute the LOI and move toward closing. We can concurrently work together to arrive at a fair and equitable distribution of the proceeds.

Sincerely,

Doug Parsons

PO Box 445 . 400 D Kendrick Lane . Front Royal . Virginia . 22630-4937
T 540.635.2182 . F 540.635.1853 . info@wceda.com . www.wceda.com

LETTER OF INTENT

PROPOSED TERMS OF PURCHASE OF REAL ESTATE

BY BODDIE-NOELL ENTERPRISES, INC.

The following constitutes the principal terms of our current proposal to purchase the real estate in Front Royal, VA containing approximately 1.42 acres (+/-) of land situated at the corner of Winchester Road and Reliance Road, together with the improvements located thereon if any. It does not cover many details and standard provisions that will be included in the definitive purchase agreement we will later negotiate. Except as to the matters set forth in Sections 7, 8 and 9, below, it is not intended, and does not constitute a legally binding or enforceable agreement of any sort or impose any obligation on either party to enter into a binding agreement.

1. Purchaser. The purchaser will be Boddie-Noell Enterprises, Inc., a North Carolina corporation, or its assignees or designees (the "Purchaser").

2. Seller. The ("Seller") The Town of Front Royal, as the owner of the fee simple title to the Premises.

3. Purchase Price. The purchase price shall be $475,000.00 payable as follows:

   (1) Ten Thousand and no/100 Dollars ($10,000.00) good faith deposit paid within ten (10) days of execution of the Purchase Agreement and held in escrow and paid to Seller at the Closing, or returned to us if the Purchase Agreement is not executed in accordance with the Letter of Intent, or if the purchase transaction is not closed after execution and delivery of such Purchase Agreement.

   (2) The balance to be paid in cash or confirmed wire transfer at Closing.

4. Closing. The closing (the "Closing") will take place within 30 days after due diligence activities have been performed and all conditions have been met.

5. Feasibility Period.

   a) Upon execution of this Letter of Intent, the Purchaser and its representatives and advisers will be provided access to the Premises, and the Purchaser and its representatives and advisers will be allowed to inspect and conduct such other due diligence reviews, as it deems necessary and appropriate.

   b) Seller shall deliver to Purchaser, or make available to Purchaser for examination, all

documents and information with respect to the Property, such as surveys, plans, specifications, environmental, engineering, and reports such as soils reports and environmental audits, that are in Seller's possession or which Seller can obtain with reasonable effort.

c) Conditions are to be satisfied or waived in sole discretion of Purchaser within one hundred fifty (150) days (the "Feasibility Period") of final execution of a purchase agreement to perform basic due diligence and confirm availability of adequate public utilities, acceptable environmental, geotechnical and title reports. Purchaser to acquire all permits and approvals ("Approvals") if and as necessary, to operate a Hardee's Restaurant on the Property.

d) Upon expiration of the Feasibility Period, Purchaser shall have two (2) thirty (30) day extension periods.

e) Survey, Soils and Environmental. Receipt of a topographic and boundary survey, soil tests and environmental tests which disclose no conditions which render the Premise unsuitable for its intended use.

f) Utilities. Availability and adequacy of all utilities at the property line.

g) Seller's Work. Cleanup of any existing environmental impediments that would render the parcel unsuitable for its intended use.

6. Conditions of Closing:

a) Title. The Seller will convey the Premises to the Purchaser free and clear of all liens, restrictions or other encumbrances.

b) Consents and Approvals. The Purchaser must have received all necessary governmental licenses, consents, approvals, and Hardee's Food Systems franchise license agreement, necessary for the layout, construction at an acceptable cost and operation of a Hardee's restaurant on the Premises.

c) Additional Representations, Warranties, Indemnities and Conditions. The Closing will also be subject to additional representations, warranties, indemnities and conditions customary in transactions of this nature.

d) Premises. Seller will be responsible for any potential environmental cleanup as stated in Seller's work.

e) Restriction: Seller agrees that no parcel of property, within its control, within 1000 feet of the premise shall be used, sold for or leased to a restaurant specifically operated by or under the franchise from McDonald's, Burger King, Wendy's, Sonic Biscuitville, or any other drive-thru quick service restaurant that sells hamburgers or

biscuits as a primary item, for a period of ten (10) years from the date of closing. Sit down restaurants without a drive-thru are not subject to the restriction.

7. Costs. The Purchaser and the Seller shall bear their own costs and expenses incurred in conjunction with the proposed transaction, including, without limitation, all legal and accounting fees, whether or not the transaction is consummated. The Seller shall be responsible for all brokerage commissions or fees associated with this transaction.

8. Exclusivity. Upon acceptance of this Letter of Intent, the Seller agrees to negotiate in good faith with the Purchaser toward the execution and delivery of the Purchase Agreement (defined below) and the consummation of the transaction contemplated thereby. The Seller further agrees that it will not negotiate the sale of the Premises with any other party until February 15, 2021.

9. Confidentiality. Both the Purchaser and the Seller agree not to disclose or discuss any information exchanged concerning this proposed transaction with anyone other than their respective representatives and advisers. If the proposed transaction is not consummated, the Purchaser and the Seller shall return all documents and other materials provided by the other in conjunction with such proposed transaction.

10. Definitive Purchase Agreement. This Letter of Intent is not intended to be binding upon any party hereto, nor create any legal rights or obligations with respect to the matters set forth herein, except for the duty to negotiate in good faith and the other provisions of Section 7 (Costs), Section 8 (Exclusivity) and 9 (Confidentiality) hereof. Upon acceptance of this proposal, our representatives and advisers will proceed to conduct the inspections and other due diligence matters and our legal counsel will prepare for your review a definitive agreement for the purchase of the Assets (the "Definitive Purchase Agreement"). Except as specifically provided in the first sentence of this Section 10, we will have no legal rights or obligations related to the sale/purchase of the Premises until a Definitive Purchase Agreement has been executed and delivered by the respective parties.

11. Broker. It is understood by all parties to this agreement that Seller shall be responsible for any broker's commission related to this transaction. Purchaser represents that it has not dealt with any broker, agent or finder in connection with this purchase other than Rob Heavner of Retail Advisors.

12. This letter of intent is non-binding upon Seller and Purchaser and shall be deemed null and void if Seller does not accept it on or before January 31, 2021. Only a fully executed Purchase Agreement shall constitute a binding agreement for the Property.

If this proposal is acceptable to you, please indicate by signing and dating a copy of this letter and returning it to Purchaser.

Submitted

BODDIE-NOELL ENTERPRISES, INC.

BY: Scott Keene
Scott Keene
Director of Real Estate

Date: 1/13/2021

ACCEPTED AND AGREED this _____
day of _____, 2021.

Seller: Economic Industrial Development Authority of Front Royal & Warren CountyBY: _____
Its: _____

Seller: Warren County

BY: _____

Its: _____

Seller: Town of Front Royal

BY: _____

Its: _____

MEMORANDUM OF UNDERSTANDING MCKAY SPRING PROPERTY

09/26/2011

THIS **MEMORANDUM OF UNDERSTANDING** made and entered into this 30th day of November, 2011, by and between the **COUNTY OF WARREN, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (hereinafter "the County") and **THE TOWN OF FRONT ROYAL, VIRGINIA**, a Virginia municipal corporation (hereinafter "the Town").

WITNESSETH:

On December 21, 2004, the County and Town entered into a Memorandum of Understanding jointly to purchase a parcel of land at Cedarville consisting of 8.155 acres with improvements (the "Property") from Maureen O'Donnell, unmarried, to vacate certain rights-of-way in the vicinity, to convey the County's interest in an adjacent parcel (the "DuPont Parcel") to the Town, to pursue a commercial zoning designation for the property, to convey to the Virginia Department of Transportation ("VDOT") portions of the Town's and County's properties for improvements of the intersection of Reliance Road and U.S. Route 340/522, and to market and sell the parts of the Property, the DuPont Parcel, and the other adjacent lands owned by the Town which are not needed for the Town for the development of the McKay Spring as a source of potable water.

In March 2005, the County and Town jointly purchased the property.

Since March 2005, the County and Town have each conveyed to VDOT the appropriate rights-of-way for the intersection improvements. The Town has identified the portions of the various properties to be appropriately conveyed to the Town for development and use of the McKay Spring as a potable water source, and the various properties have been rezoned by the County to a commercial zoning designation. Further, the parties have agreed that the lands owned by the parties and not needed for the development of the McKay Spring should be consolidated and titled jointly in the County and the Town for purposes of marketing and selling for development, subject to the designation in a perpetual preservation easement of an area of at least 0.50 acres of land surrounding the ruins of the former Robert McKay, Jr. house and outbuildings, as provided for in proffered conditions of the rezoning.

The parties now desire to set forth their remaining agreement concerning the ownership, use, marketing and sale of the various properties, and to supersede the Memorandum of Understanding of December 21, 2004 with the following.

To that end, and for and in consideration of the mutual covenants contained herein, the County and Town agree as follows:

1. The County and the Town will cooperate together to obtain the vacation of existing rights-of-way now platted and present on the Property and on the Town's adjacent lands which are not necessary for the development of the

Property, the DuPont Parcel and the Town's adjacent lands, and which may hinder the development of the McKay Spring and the Town's lands for use as a potable water source.

2. The County and the Town will cooperate with each other to convey to or reserve for the Town an appropriate portion of the Property, as well as an appropriate portion of the County's DuPont Parcel required by the Commonwealth of Virginia for an appropriate buffer (hereinafter "the Buffer") surrounding the McKay Spring to allow its development as a water source and treatment facility to supplement the Town's water supply. The Buffer will be contained within the portion of the Property as shown and described on a plat entitled "Plat Showing Boundary, Consolidation, & Division Survey of Property of the Town of Front Royal, VA., and the County of Warren, VA., North River Magisterial District, Warren County, Virginia", dated 03/10/2010, made by Kirk W. Norton, Land Surveyor, for Racey Engineering.

3. The County will convey or is in the process of conveying to the Town its interest in the remaining portion of the DuPont Parcel (0.649 acres, Tax Map Parcel 12-69) and its one-half interest in a portion of Tax Map Parcel 12-26D, consisting of 2.003 acres, as shown on the aforesaid plat, to be combined with the Town's McKay Spring property to allow its development as a water source and treatment facility to supplement the Town's water supply.

4. In exchange for the County's conveying to the Town the desired portion of the DuPont Parcel for the Buffer and other equitable consideration, the Town will convey to the County from the Town's adjacent lands a one-half interest in the remaining portions of Lots 3, 4, 5, 6, 7, 8, 9, 10 and 11 in Block 11, and Lot 15 shown as Parcel 3 (0.950 acres), and Parcel 15 (2.779 acres) on the aforesaid plat.

5. The County and Town will cooperate to obtain a designation that the McKay Spring and the Town's adjacent lands are appropriate and in compliance with the County's Comprehensive Plan as a public potable water source to be developed in the future.

6. The County and/or Town will identify, plat and designate an area of at least 0.50 acres of land surrounding the ruins of the former Robert McKay, Jr. house and outbuildings and record a perpetual preservation easement, condition and/or restriction to ensure the preservation, restoration and/or interpretation of the site and structures.

7. The County and Town will jointly market the resulting jointly owned land for sale and development to commercial developers and incorporate the remaining elements of the former Robert McKay, Jr. house into the

eventual development of the site, to respect and recognize the historic value and significance of the remains of the house. Proceeds from the sale of the jointly owned land will be shared by the County and Town equally except that from the County's share of the proceeds, the County shall reimburse the Town for the property provided to the County by the Town for the construction of the Parks and Recreation maintenance facility through a credit, therefore, to the Town from the County's share of the sale proceeds prior to disbursement.

8. The terms of this Memorandum of Understanding are contingent upon the County and the Town each formally ratifying the execution of this Memorandum of Understanding at public meetings of the Board of Supervisors and the Town Council, respectively.

9. The County and Town will cooperate to do all other things necessary or appropriate for the ends of this Memorandum of Understanding to be accomplished.

10. This Memorandum of Understanding shall effectively supersede the Memorandum of Understanding between the parties, dated December 21, 2004.

WITNESSETH the following signatures:

For the County of Warren, Virginia

Archie A. Fox, Chairman

Date: 11-30-2011

For the Town of Front Royal, Virginia

Timothy W. Darr, Mayor

Date: 11-28-2011

Attest:

Douglas P. Stanley
County Administrator

Date: 11/30/11

Attest:

Steven M. Burke
Town Manager

Date: 11/28/11

Approved as to Form:

Blair D. Mitchell
County Attorney

Douglas W. Napier
Town Attorney

APPRAISAL OF REAL PROPERTY

LOCATED AT
TBD RELIANCE RD & WINCHESTER RD.
FRONT ROYAL, VA 22630
SEE ATTACHED METES AND BOUND PLAT

FOR
DOUG PARSONS
P. O. BOX 1560
FRONT ROYAL, V 22630

OPINION OF VALUE
310,000

AS OF
MAY 15, 2020

BY
DAVID F. MILLER
BLUE RIDGE APPRAISAL CO., LLC
11 TERRY COURT, SUITE A
STAUNTON, VA 24401
(800) 248-0535
nicoleg@blueridgeappraisal.com

Blue Ridge Appraisal, L.L.C.

File No.: 0078061
Loan No.:

LAND APPRAISAL REPORT

The purpose of this appraisal report is to provide the lender/client with an accurate and adequately supported opinion of the market value of the subject property.

CLIENT AND PROPERTY IDENTIFICATION

Property Address: TBD RELIANCE RD & WINCHESTER RD. City: FRONT ROYAL State: VA ZIP: 22630
Borrower: NOT APPLICABLE Owner of Public Record: INS. DEVELP OF FRONT ROYAL & WARREN CO. County: WARREN
Legal Description: SEE ATTACHED METES AND BOUND PLAT
Assessor's Parcel #: 12A-113-1 Tax Year: 2020 R.E. Taxes: NEW PARCEL
Neighborhood Name: WARREN COUNTY Map Reference: 12A-113-1 Census Tract: 510166-0202.00
Special Assessments: NONE PUD ☐ Yes ☒ No HOA: $ ☐ Per Year ☐ Per Month
Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Other (describe)
Assignment Type: ☐ Purchase Transaction ☐ Refinance Transaction ☒ Other (describe) INTENDED DECISION MAKING
Lender/Client: DOUG PARSONS Address: P. O. BOX 1560, FRONT ROYAL, V 22630

CONTRACT ANALYSIS

I ☐ did ☐ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. NA

Contract Price $: Date of Contract: 5/15/20 Is the property seller the owner of public record? ☐ Yes ☐ No Data Sources
Is there any financial assistance (loan charges, sale concessions, gift or down payment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☐ No
If Yes, report the total dollar amount and describe the items to be paid. $ NA NA

NEIGHBORHOOD DESCRIPTION

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing			Present Land Use %	
Location	☐ Urban	☒ Suburban	☐ Rural	Property Values	☐ Increasing	☒ Stable	☐ Declining	PRICE	AGE		One-Unit	50 %
Built-Up	☐ Over 75%	☒ 25-75%	☐ Under 25%	Demand/Supply	☐ Shortage	☒ In Balance	☐ Over Supply	$ (000)	(yrs)		2-4 Unit	%
Growth	☐ Rapid	☒ Stable	☐ Slow	Marketing Time	☐ Under 3 mths	☐ 3-6 mths	☒ Over 6 mths	150	Low	NEW	Multi-Family	%
Neighborhood Boundaries: NORTH OF I-66, EAST OF I-81, SOUTH OF FREDERICK COUNTY, WEST								500	High	1870	Commercial	15 %
OF THE SHENANDOAH RIVER.								200	Pred.	60	VAC	35 %

	Good	Average	Fair	Poor		Good	Average	Fair	Poor
Convenience to Employment	☐	☒	☐	☐	Property Compatibility	☐	☒	☐	☐
Convenience to Shopping	☐	☒	☐	☐	General Appearance of Properties	☐	☒	☐	☐
Convenience to Primary Education	☐	☒	☐	☐	Adequacy of Police/Fire Protection	☐	☒	☐	☐
Convenience to Recreational Facilities	☐	☒	☐	☐	Protection from Detrimental Conditions	☐	☒	☐	☐
Employment Stability	☐	☒	☐	☐	Overall Appeal to Market	☐	☒	☐	☐

Neighborhood Description: THE SUBJECT IS LOCATED JUST NORTH OF THE TOWN OF WARREN COUNTY AND ON INTERSTATE 66 INTERCHANGE ON WINCHESTER ROAD AND RELIANCE ROAD. YOU FIND A WIDE VARIETY OF DIFFERENT SIZE AND STYLE PROPERTIES IN THE AREA. WINCHESTER ROAD IS A MAJOR NORTH SOUTH CORRIDOR WHICH HAS EXPERIENCED A STEADY AMOUNT OF COMMERCIAL DEVELOPMENT.

Market Conditions (including support for the above conclusions): THE LOCAL REAL ESTATE MARKET REMAINS STEADY WITH DEMAND FOR ALL TYPES OF PROPERTY. INTEREST RATES REMAIN LOW AND AFFORDABLE WHICH HAS HELPED KEEP DEMAND UP.

SITE DESCRIPTION

Dimensions: SEE ATTACHED PLAST Area: 62,086 ☐ Acres ☒ Sq.Ft. Shape: RECTANGLE View: AVERAGE
Zoning Classification: C-COMMERCIAL Zoning Description: VARIOUS COMMERCIAL USES AVAILABLE
Zoning Compliance: ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)
Uses permitted under current zoning regulations: VARIOUS COMMERCIAL USES
Highest & Best Use: COMMERCIAL DEVELOPMENT
Describe any improvements: NONE
Do present improvements conform to zoning? ☐ Yes ☐ No ☒ No improvements If No, explain:

Present use of subject site: VACANT Current or proposed ground rent? ☐ Yes ☒ No If Yes, $
Topography: ON GRADE/GENTLY ROLLING Size: TYPICAL FOR AREA Drainage: ADEQUATE
Corner Lot: ☐ Yes ☐ No Underground Utilities: ☐ Yes ☐ No Fenced: ☐ Yes ☐ No If Yes, type:
Special Flood Hazard Area ☐ Yes ☒ No FEMA Flood Zone: X FEMA Map #: 51187C0110C FEMA Map Date: 6/3/08

Utilities	Public	Other	Provider or Description	Off-site Improvements	Type/Description	Public	Other
Electricity	☒	☐	RAPAHANNOCK ELEC COOP	Street Surface	ASPHALT	☒	☐
Gas	☐	☐		Street Type/Influence	PRIMARY/SECONDARY		
Water	☒	☐	AVAILABLE	Curb/Gutter		☐	☐
Sanitary Sewer	☒	☐	AVAILABLE	Sidewalk		☐	☐
Other	☐	☐		Street Lights (type)		☐	☐
Other	☐	☐		Alley		☐	☐

Are the utilities and off-site improvements typical for the market? ☒ Yes ☐ No If No, describe:
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe:
THERE APPEARS TO BE NO APPARENT ADVERSE EASEMENTS OR ENCROACHMENTS EFFECTING THE SUBJECT PROPERTY.

Site Comments: THE SUBJECT SITE IS LOCATED AT THE INTERSECTION OF WINCHESTER ROAD AND RELIANCE ROAD. THE TRACT IS ON GRADE AND APPEARS TO BE ACCESSED BY A PROPOSED SERVICE ROAD OFF OF RELIANCE ROAD. THE TERRAIN IS OPEN AND GENTLY ROLLING.

LAND APPRAISAL REPORT

File No.: 0078061
Loan No.:

There are 10 comparable sites currently offered for sale in the subject neighborhood ranging in price from $ 325,000 to $ 795,000
There were 5 comparable sites sold in the past 12 months in the subject neighborhood ranging in sale price from $ 310,000 to $ 700,000

COMPARABLE SALES

FEATURE	SUBJECT	COMPARABLE # 1		COMPARABLE # 2		COMPARABLE # 3	
Address	TBD RELIANCE RD & WINCHES	John Marshall Hwy		Fairfax Pike		Old Valley Pike	
City/St/Zip	Front Royal, VA 22630	Front Royal, VA 22630		Stephens City, VA 22655		Strasburg, VA 22641	
Proximity to Subject		5.08 miles SE		7.15 miles N		11.71 miles W	
Data Sources	INSPECTION	VAMANET		VAMANET		MLS/1000121273	
Verification Sources	IDA	CLERKS OFFICE		CLERKS OFFICE		CLERKS OFFICE	
Sale Price	$		$ 310,000		$ 365,000		$ 475,000
Price/ Sq.Ft.	$	$ 4.23		$ 5.34		$ 6.49	
Date of Sale (MO/DA/YR)	5/15/20	4/18/19		10/9/19		2/18/19	
Days on Market	NA	UNKN		UNKN		482	
Financing Type	NA	CONV		CONV		CONV	
Concessions	NA	NONE		NONE		NONE	
Location	AVERAGE	AVERAGE		AVERAGE		GOOD	-1.5
Property Rights Appraised	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site Size (in Sq.Ft.)	62,086	73,259		68,389		73,173	
View	AVERAGE	AVERAGE		AVERAGE		AVERAGE	
Topography	GENTLY ROLLING	GENTLY ROLLING		GENTLY ROLLING		GENTLY ROLLING	
Available Utilities	ALL NECESSARY	ALL NECESSARY		ALL NECESSARY		ALL NECESSARY	
Street Frontage	ADEQUATE	ADEQUATE		ADEQUATE		ADEQUATE	
Street Type	PRIMARY/SECONE	PRIMARY		PRIMARY		PRIMARY	
Water Influence	NONE	NONE		NONE		NONE	
Fencing	NONE	NONE		NONE		NONE	
Improvements	NONE	NONE		NONE		NONE	
Other Feature							
Other Feature							
Net Adjustment (Total, in $)		☐ + ☐ - $		☐ + ☐ - $		☐ + ☒ - $	-109,760
Adjusted sales price of the Comparable Sales (in $ / Sq.Ft.)		Net Adj. % Gross Adj. %	$ 4.23	Net Adj. % Gross Adj. %	$ 5.34	Net Adj. 23.1% Gross Adj. 23.1%	($ -1.5 /Sq.Ft.) $ 4.99

The Appraiser has researched the transfer history of the subject property for the past 3 years and the listing history of the subject for the past 12 months prior to the effective date of this appraisal. The appraiser has also researched the transfer and listing history of the comparable sales for the past 12 months.

The appraiser's research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of the appraisal.
Data Sources:
The appraiser's research ☐ did ☒ did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.
Data Sources:
The appraiser's research ☐ did ☒ did not reveal any prior listings of the subject property or comparable sales for the year prior to the effective date of the appraisal.
Data Sources:

Listing/Transfer History (if more than two, use comments section or an addendum.)	Transfer/Sale (ONLY) of the Subject in past 36 months:	Listing and Transfer history of Comp 1 in past 12 months:	Listing and Transfer history of Comp 2 in past 12 months:	Listing and Transfer history of Comp 3 in past 12 months:
	$	$	$	$
	$	$	$	$

Subject property is currently listed for sale? ☐ Yes ☒ No Data Source:

Current Listing History	List Date	List Price	Days on Market	Data Source
		$		

Subject property has been listed within the last 12 months? ☐ Yes ☒ No Data Source:

12 Month Listing History	List Date	List Price	Days on Market	Data Source
		$		
		$		

Comments on Prior Sales/Transfers and Current and Prior Listings: NONE OBSERVED

Summary of the Sales Comparison Approach: THE ABOVE SALES WERE THE BEST AVAILABLE AFTER A MARKET SEARCH. THE ADJUSTED PER SQUARE FOOT RATE RANGES FROM $4.23 TO $5.33 PER SQUARE FOOT. EQUAL WEIGHT HAS BEEN PLACE ON ALL SALES.

Reconciliation Comments: AFTER CAREFUL CONSIDERATION I HAVE CONCLUDED THAT THE VALUE OF THE SUBJECT TRACT IS $5.00 PER SQUARE FOOT OR 62,086 SQUARE FEET AT $5.00 PER SQUARE FEET EQUALS $310,430 SAY $310,000 ROUND.

This appraisal is made ☒ "as is", or ☐ subject to the following conditions or inspections:

Based on a complete visual inspection of the subject site and those improvements upon said site, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of market value, as defined, of the real property that is the subject of this report is:
Opinion of Market Value: $ 310,000 , as of: MAY 15, 2020 , which is the date of inspection and the effective date of this appraisal.

File No.: 0078061
Loan No.:

LAND APPRAISAL REPORT

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s): ☐ Detached: ☐ Attached:

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project: _____

Total number of phases: _____ Total number of units: _____ Total number of units sold: _____

Total number of units rented: _____ Total number of units for sale: _____ Data sources: _____

Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion: _____

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source: _____

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion: _____

Describe common elements and recreational facilities: _____

CERTIFICATIONS AND LIMITING CONDITIONS

This report form is designed to report an appraisal of a parcel of land which may have some minor improvements but is not considered to be an "improved site". All improvements are considered to be of relatively minor value impact on the overall value of the site. This report form is not designed to report on an "improved site" where significant value is derived from the improvements. This appraisal report form may be used for single family, multi-family sites and may be included within a PUD development.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject site and any limited improvements, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this report is the lender/client identified within the appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what they consider their own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. (Source: OCC, OTS, FRS, & FDIC joint regulations published June 7, 1994)

*Adjustments to the comparables must be made for special or creative concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect the subject property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the subject property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties express or implied. The appraiser will not be responsible for any such conditions that do exist or for the engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal must not be considered as an environmental assessment of the property.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject site and any limited improvements. I have reported the information in factual and specific terms. I identified and reported the deficiencies of the subject site that could affect the utility of the site and its usefulness as a building lot(s).
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of the Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them unless indicated elsewhere within this report as there are no or very limited improvements and these approaches to value are not deemed necessary for credible results and/or reliable indicators of value for this appraisal assignment.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of the sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining multiple transactions into one reported sale.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I have verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

LAND APPRAISAL REPORT

File No.: 0078061
Loan No.:

CERTIFICATIONS AND LIMITING CONDITIONS (continued)

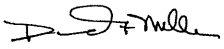
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).
22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.
24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.
25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SIGNATURES

APPRAISER

Signature: 
Name: DAVID F. MILLER
Company Name: BLUE RIDGE APPRAISAL CO., LLC
Company Address: 11 TERRY COURT, SUITE A
STAUNTON, VA 24401
Telephone Number: (800) 248-0535
Email Address: nicoleg@blueridgeappraisal.com
Date of Signature and Report: 06/03/2020
Effective Date of Appraisal: MAY 15, 2020
State Certification #: 4001000367
or State License #:
or Other (describe): State #:
State: VA
Expiration Date of Certification or License: 10/31/2021
ADDRESS OF PROPERTY APPRAISED
TBD RELIANCE RD & WINCHESTER RD.
FRONT ROYAL, VA 22630
APPRAISED VALUE OF SUBJECT PROPERTY $ 310,000
LENDER/CLIENT
Name:
Company Name: DOUG PARSONS
Company Address: P. O. BOX 1560
FRONT ROYAL, V 22630
Email Address:

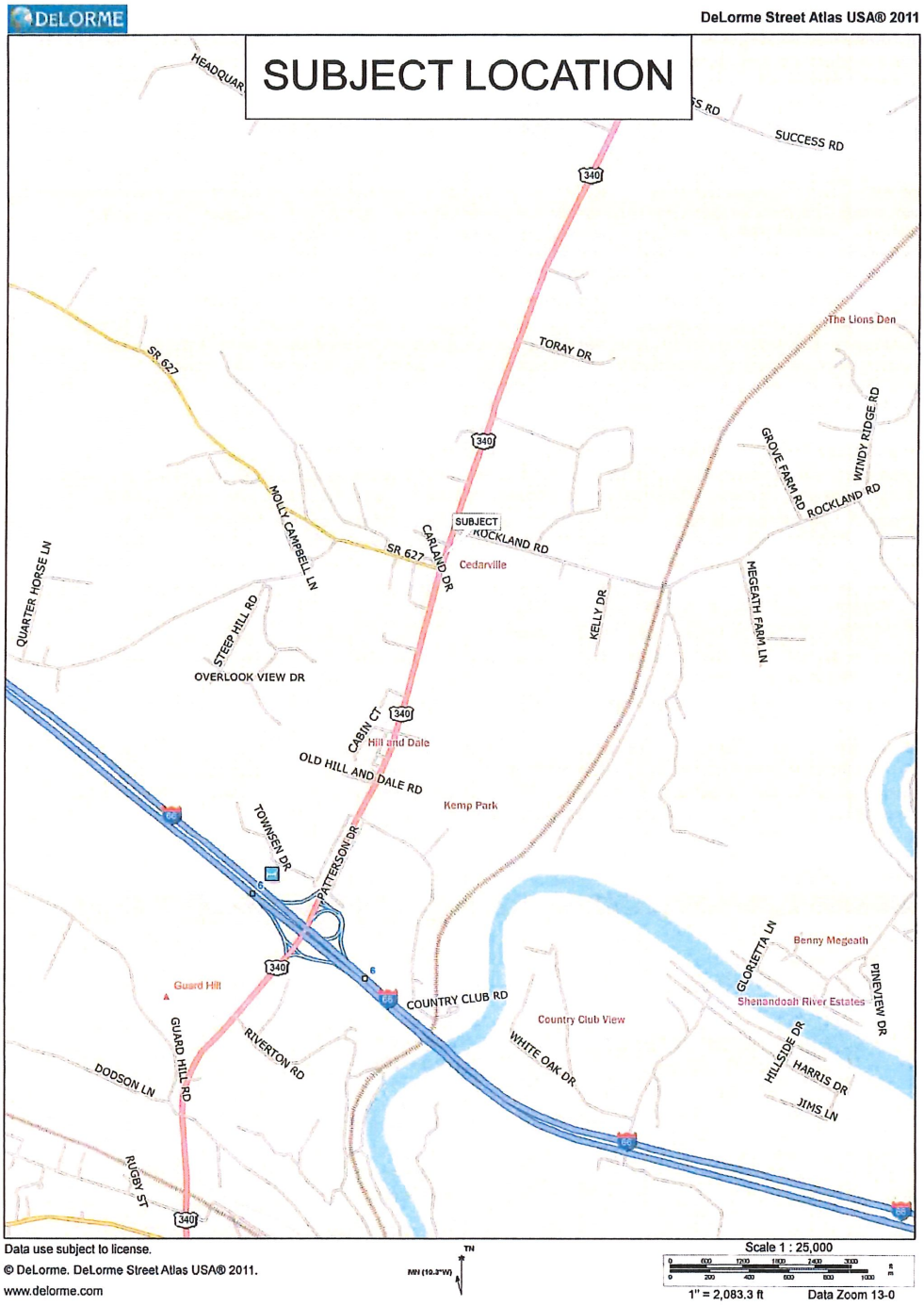
SUPERVISORY APPRAISER (ONLY IF REQUIRED)

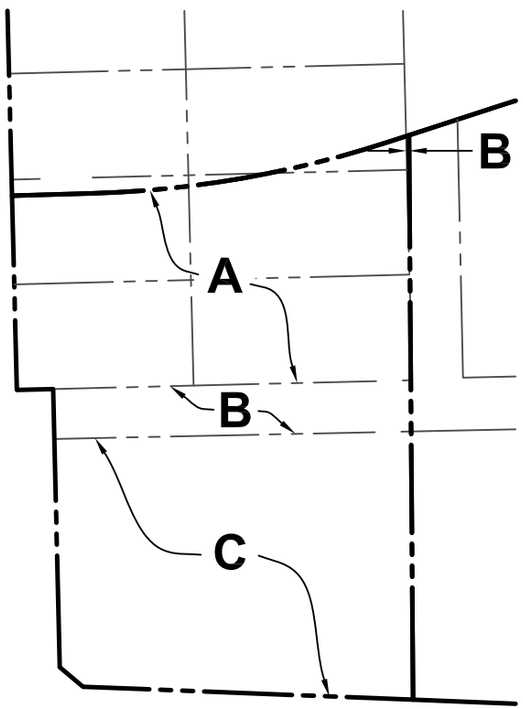
Signature:
Name:
Company Name:
Company Address:
Telephone Number:
Email Address:
Date of Signature:
State Certification #:
or State License #:
State:
Expiration Date of Certification or License:

SUBJECT PROPERTY
☐ Did not inspect subject property
☐ Did inspect exterior of subject property from at least the street
Date of Inspection:

COMPARABLE SALES
☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection:

SUBJECT MAP


DeLorme
DeLorme Street Atlas USA® 2011
SUBJECT LOCATION
HEADQUAR
SUCCESS RD
340
TORAY DR
The Lions Den
SR 627
GROVE FARM RD
WINDY RIDGE RD
ROCKLAND RD
SUBJECT
ROCKLAND RD
CARLAND DR
Cedarville
MOLLY CAMPBELL LN
SR 627
QUARTER HORSE LN
STEEP HILL RD
OVERLOOK VIEW DR
KELLY DR
MEGEATH FARM LN
CABIN CT
Hill and Dale
OLD HILL AND DALE RD
Kemp Park
TOWNSEN DR
PATTERSON DR
66
Benny Megeath
GLORIETTA LN
PINEVIEW DR
Guard Hill
COUNTRY CLUB RD
Shenandoah River Estates
Country Club View
GUARD HILL RD
RIVERTON RD
WHITE OAK DR
HILLSIDE DR
HARRIS DR
DODSON LN
JIMS LN
RUGBY ST
Data use subject to license.
© DeLorme. DeLorme Street Atlas USA® 2011.
www.delorme.com
TN
MN (10.2°W)
Scale 1 : 25,000
1" = 2,083.3 ft
Data Zoom 13-0



GRAPHIC SCALE

0' 100' 200'

SCALE : 1" = 100'

AREA SUMMARY

ADJUSTED TAX MAP 12A–113–1 ..... 1.4253 ACRES

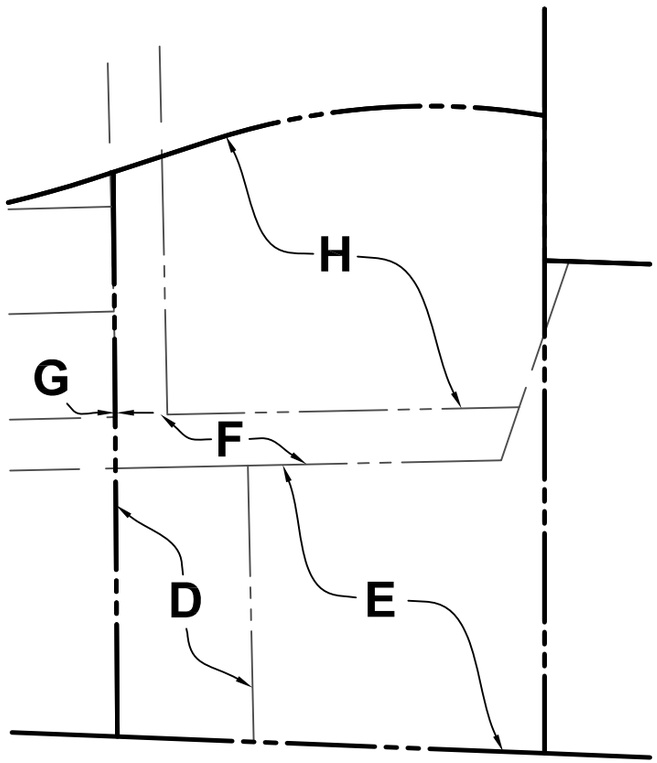
A – ORIGINAL TAX MAP 12A–113–1THRU 14 ..... 0.6109 ACRES 42.8%
B – ORIGINAL RIGHT OF WAY ..... 0.1363 ACRES 9.6%
C – ORIGINAL TAX MAP 12A–115–15 ..... 0.6780 ACRES 47.6%

TOTAL AREA ..... 1.4253 ACRES

OWNERSHIP SUMMARY

A – INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA
B – RIGHT OF WAY
C – TOWN OF FRONT ROYAL, VIRGINIA AND THE COUNTY OF WARREN, VIRGINIA

ADJUSTED TAX MAP 12A-113-1 AREA SUMMARY



GRAPHIC SCALE

0' 100' 200'

SCALE : 1" = 100'

AREA SUMMARY

ADJUSTED TAX MAP 12A-115-15 ..... 1.9825 ACRES

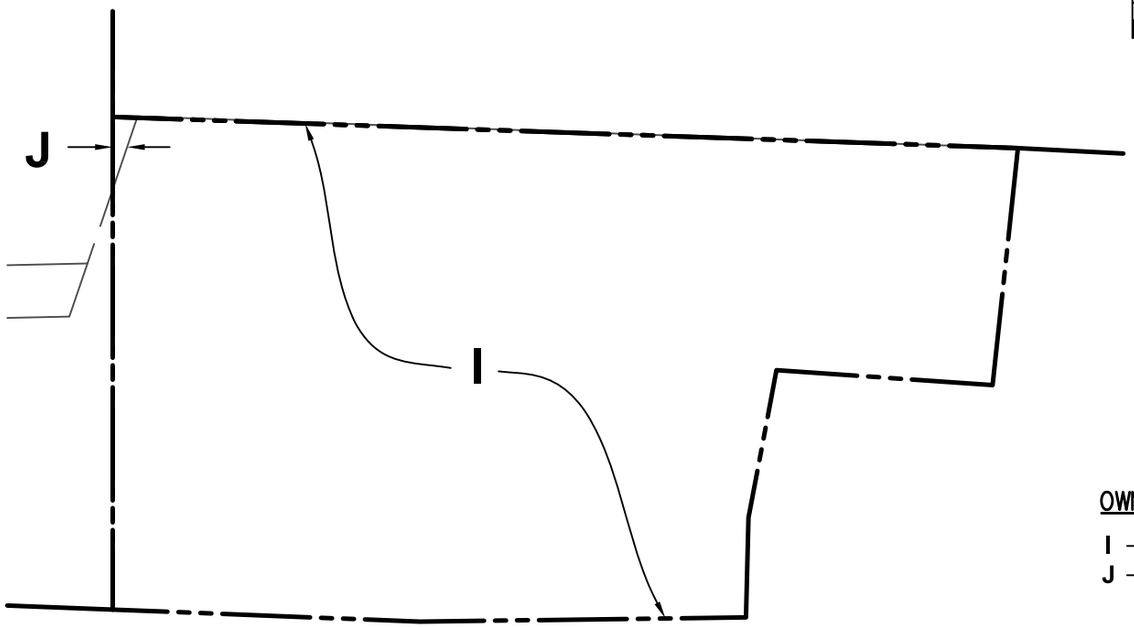
D – ORIGINAL TAX MAP 12A-115-15 ..... 0.2719 ACRES 13.7%
E – ORIGINAL TAX MAP 12-69 ..... 0.6433 ACRES 32.5%
F – ORIGINAL RIGHT OF WAY ..... 0.2487 ACRES 12.5%
G – ORIGINAL TAX MAP 12A-113-1 THRU 14 ... 0.0004 ACRES <0.1%
H – ORIGINAL TAX MAP 12A-26D ..... 0.8182 ACRES 41.3%

TOTAL AREA ..... 1.9825 ACRES

OWNERSHIP SUMMARY

D – TOWN OF FRONT ROYAL, VIRGINIA AND THE COUNTY OF WARREN, VIRGINIA
E – TOWN OF FRONT ROYAL, VIRGINIA
F – RIGHT OF WAY
G – INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA
H – TOWN OF FRONT ROYAL, VIRGINIA AND THE COUNTY OF WARREN, VIRGINIA

ADJUSTED TAX MAP 12A-115-15 AREA SUMMARY



GRAPHIC SCALE

0' 100' 200'

SCALE : 1" = 100'

AREA SUMMARY

ADJUSTED TAX MAP 12–69 ..... 2.7778 ACRES

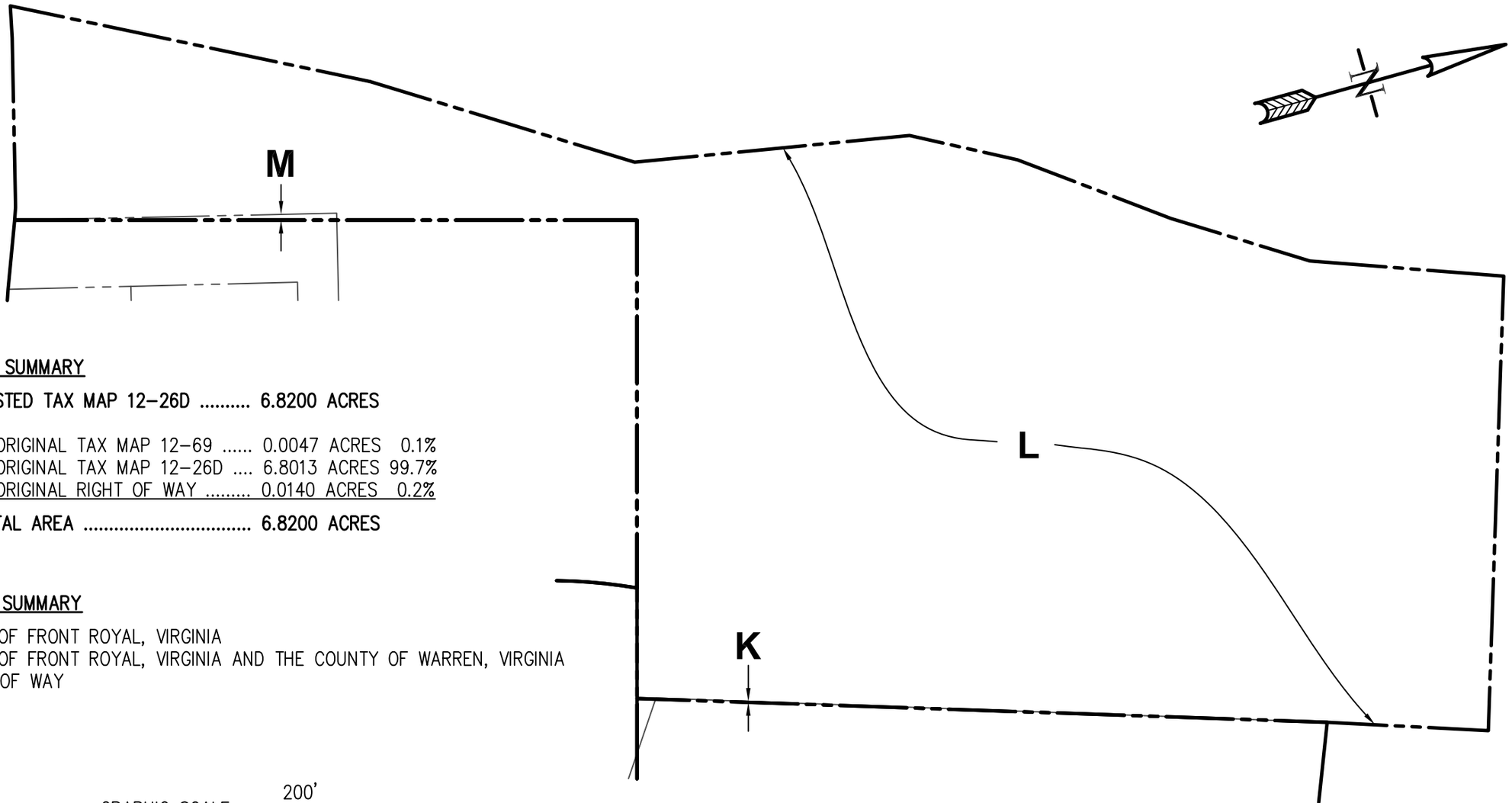
I – ORIGINAL TAX MAP 12–69 ..... 2.7712 ACRES 99.8%
J – ORIGINAL TAX MAP 12–26D ... 0.0066 ACRES 0.2%

TOTAL AREA ..... 2.7778 ACRES

OWNERSHIP SUMMARY

I – TOWN OF FRONT ROYAL, VIRGINIA
J – TOWN OF FRONT ROYAL, VIRGINIA AND THE COUNTY OF WARREN, VIRGINIA

ADJUSTED TAX MAP
12-69
AREA SUMMARY



AREA SUMMARY

ADJUSTED TAX MAP 12–26D ..... 6.8200 ACRES

K – ORIGINAL TAX MAP 12–69 ..... 0.0047 ACRES 0.1%
L – ORIGINAL TAX MAP 12–26D .... 6.8013 ACRES 99.7%
M – ORIGINAL RIGHT OF WAY ..... 0.0140 ACRES 0.2%

TOTAL AREA ..... 6.8200 ACRES

OWNERSHIP SUMMARY

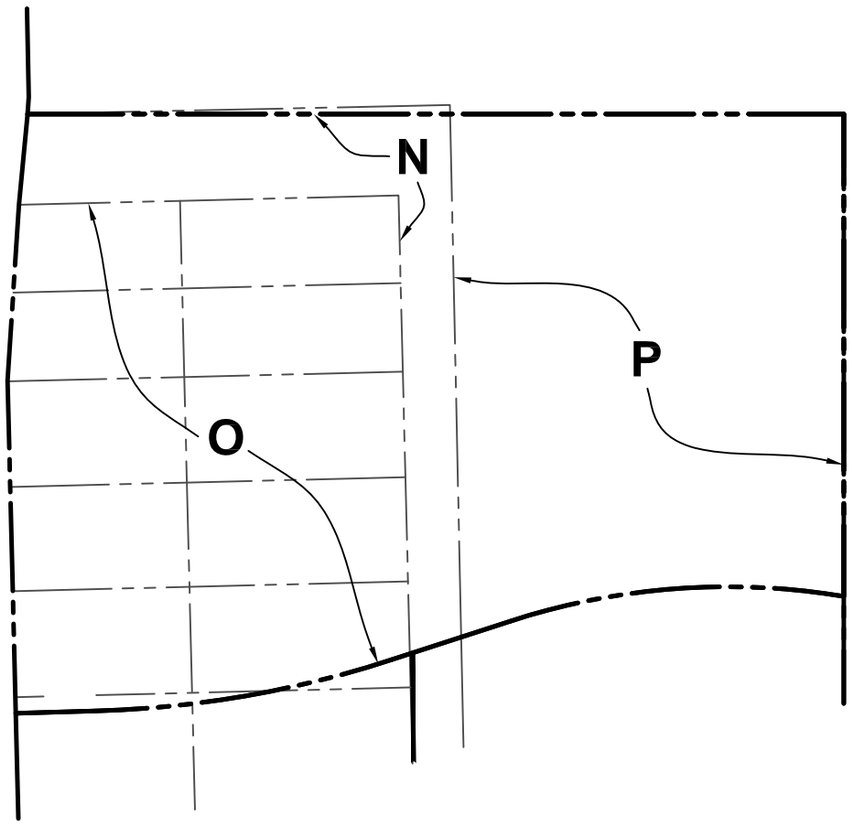
K – TOWN OF FRONT ROYAL, VIRGINIA
L – TOWN OF FRONT ROYAL, VIRGINIA AND THE COUNTY OF WARREN, VIRGINIA
M – RIGHT OF WAY

GRAPHIC SCALE

0' 100' 200'

SCALE : 1" = 100'

ADJUSTED TAX MAP 12-26D AREA SUMMARY



GRAPHIC SCALE

0' 100' 200'

SCALE : 1" = 100'

AREA SUMMARY

ADJUSTED TAX MAP 12A–113–2 ..... 3.2967 ACRES

N – ORIGINAL RIGHT OF WAY ..... 0.4483 ACRES 13.6%
O – ORIGINAL TAX MAP 12A–113–1 THRU 14 ... 1.4446 ACRES 43.8%
P – ORIGINAL TAX MAP 12–26D ..... 1.4038 ACRES 42.6%

TOTAL AREA ..... 3.2967 ACRES

OWNERSHIP SUMMARY

N – RIGHT OF WAY
O – INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA
P – TOWN OF FRONT ROYAL, VIRGINIA AND THE COUNTY OF WARREN, VIRGINIA

ADJUSTED TAX MAP
12A-113-2
AREA SUMMARY

OWNER'S CERTIFICATE

THE ABOVE AND FOREGOING BOUNDARY LINE ADJUSTMENT AND CONSOLIDATION, AS APPEARS ON THE ACCOMPANYING PLAT, IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY.

FOR THE INDUSTRIAL DEVELOPMENT OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA — DATE

FOR THE TOWN OF FRONT ROYAL, VIRGINIA — DATE

FOR THE COUNTY OF WARREN, VIRGINIA — DATE

COUNTY OF WARREN APPROVAL

APPROVED PURSUANT TO VIRGINIA STATE CODE SECTION 15.2-2272.

COUNTY ADMINISTRATOR — DATE

COUNTY OF WARREN APPROVAL

REVIEWED AND CERTIFIED AS EXEMPT FROM THE WARREN COUNTY SUBDIVISION ORDINANCE UNDER SECTION 155-3 B (1)(a) ALLOWING BOUNDARY ADJUSTMENTS AND MAY BE COMMITTED TO RECORD.

PLANNING DIRECTOR — DATE

TOWN OF FRONT ROYAL APPROVALS

REVIEWED AND APPROVED BY THE TOWN PLANNING COMMISSION

PLANNING DIRECTOR — DATE

APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FRONT ROYAL

MAYOR — DATE

CLERK — DATE

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 55°28'25" W	17.30'
L2	S 14°07'16" W	20.68'
L3	N 13°54'39" E	45.33'
L4	N 02°28'36" W	12.71'
L5	N 02°28'36" W	58.41'
L6	N 69°02'42" W	51.96'
L7	N 70°19'11" W	9.68'
L8	N 77°47'37" W	24.05'

WATER SOURCE EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
E1	N 74°27'58" W	169.95'
E2	S 15°32'02" W	115.58'
E3	S 74°27'58" E	165.41'
E4	N 17°46'51" E	115.67'

CURVE TABLE

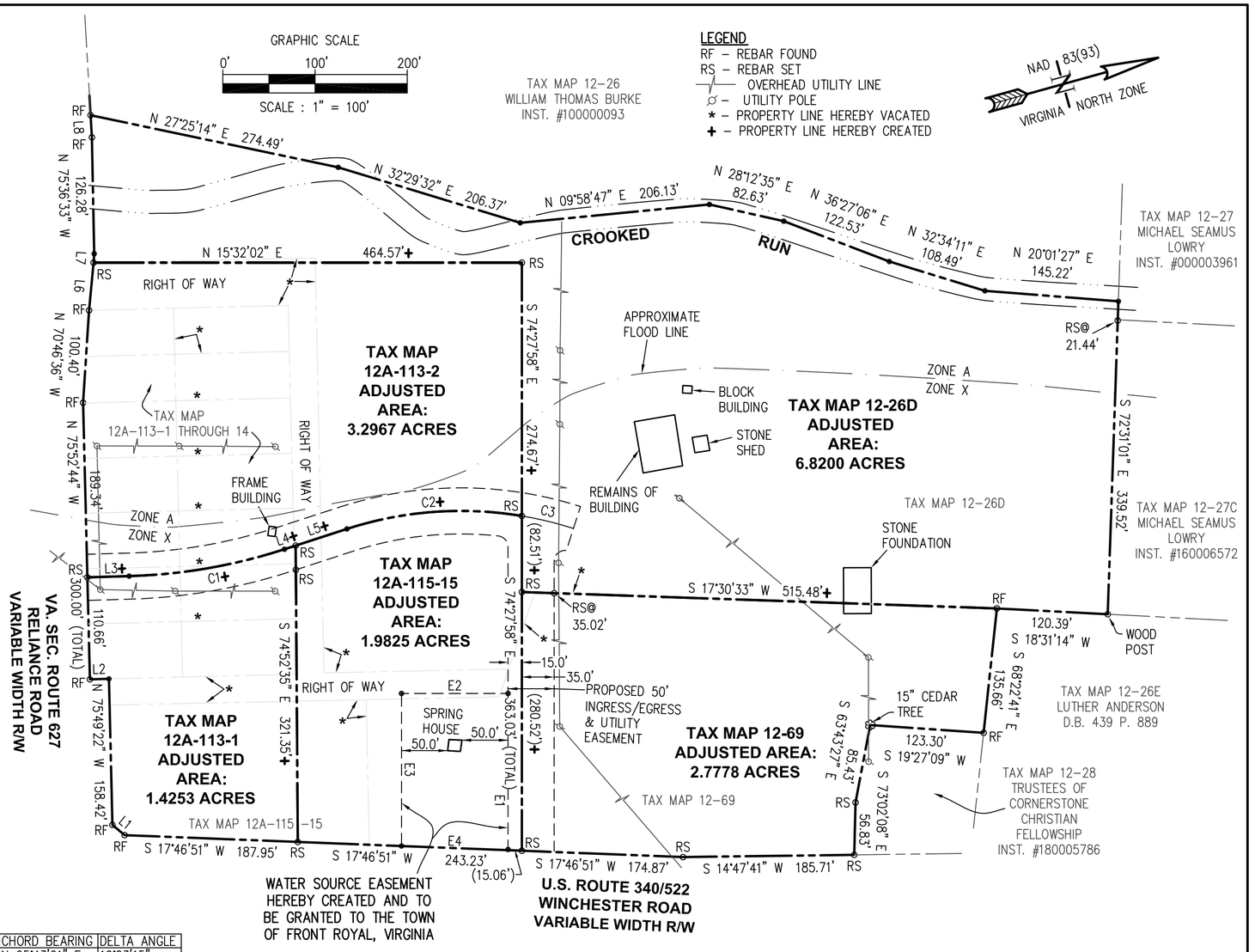
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	600.00'	171.61'	171.03'	N 05°43'01" E	16°23'15"
C2	400.00'	192.16'	190.32'	N 11°17'09" E	27°31'31"
C3	400.00'	57.57'	57.52'	N 29°10'19" E	8°14'48"

AREA SUMMARY

ORIGINAL TAX MAP 12A-113-1 THROUGH 14	2.056 ACRES
ORIGINAL TAX MAP 12A-115-15	0.950 ACRES
ORIGINAL TAX MAP 12-26D	9.030 ACRES
ORIGINAL TAX MAP 12-69	3.419 ACRES
RIGHT OF WAYS	0.847 ACRES
TOTAL ORIGINAL AREA	**16.302 ACRES**
ADJUSTED TAX MAP 12A-113-1	1.425 ACRES
ADJUSTED TAX MAP 12A-113-2	3.297 ACRES
ADJUSTED TAX MAP 12A-113-3 THROUGH 14	VACATED
ADJUSTED TAX MAP 12A-115-15	1.982 ACRES
ADJUSTED TAX MAP 12-26D	6.820 ACRES
ADJUSTED TAX MAP 12-69	2.778 ACRES
RIGHT OF WAYS	VACATED
TOTAL ADJUSTED AREA	**16.302 ACRES**

NOTES

1. NO TITLE REPORT FURNISHED; THEREFORE, EASEMENTS OR ENCUMBRANCES AFFECTING THE PROPERTY REPRESENTED BY THIS SURVEY MAY EXIST THAT ARE NOT SHOWN ON THIS PLAT.
2. THE LOCATIONS OF UNDERGROUND UTILITIES OR OTHER SUBSURFACE IMPROVEMENTS, IF ANY, WERE NOT ASCERTAINED; THEREFORE, ARE NOT SHOWN.
3. THE BOUNDARY INFORMATION SHOWN ON THIS PLAT IS BASED ON PLAT DATED 10 MARCH 2010 BY KIRK W. NORTON, L.S., RECORDED IN SLIDE 257-B AND PLAT DATED 20 JANUARY 2016 BY L.C. HIMELRIGHT, L.S. RECORDED WITH INSTRUMENT #160003334 AND VERIFIED ALONG WITH THE LOCATIONS OF PHYSICAL IMPROVEMENTS BY A FIELD RUN SURVEY COMPLETED UNDER MY SUPERVISION ON 31 MARCH 2020.
4. ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 51187C0110C, DATED 3 JUNE 2008, A PORTION OF THE LANDS SHOWN ON THIS PLAT ARE WITHIN AN AREA DESIGNATED AS ZONE A, WHICH IS A SPECIAL FLOOD HAZARD AREA. FLOOD LINE SHOWN HEREON IS APPROXIMATE AND WAS SCALED FROM AFOREMENTIONED MAP.



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE LAND CONTAINED IN THIS BOUNDARY LINE ADJUSTMENT AND CONSOLIDATION ARE THE LANDS CONVEYED TO THE INDUSTRIAL DEVELOPMENT OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA [TAX MAP 12A-113-1 THROUGH 14] BY DEED DATED 7 JULY 2016, RECORDED AS INSTRUMENT #160003334; THE LANDS CONVEYED THE TOWN OF FRONT ROYAL, VIRGINIA AND THE COUNTY OF WARREN, VIRGINIA [TAX MAP 12A-115-15 & 12-26D] BY DEED DATED 21 MARCH 2012, RECORDED AS INSTRUMENT #120002714 AND THE LAND CONVEYED TO THE TOWN OF FRONT ROYAL, VIRGINIA [TAX MAP 12-69] BY DEED DATED 14 MARCH 2012, RECORDED AS INSTRUMENT #120002713.

COMMONWEALTH OF VIRGINIA
ADVANCE COPY
Jon Gilmore
Lic. No. 003040
LAND SURVEYOR

BOUNDARY LINE ADJUSTMENT AND CONSOLIDATION
OF THE LANDS OF THE INDUSTRIAL DEVELOPMENT OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA [TAX MAP 12A-113-1 THOUGH 14]
THE LANDS OF THE TOWN OF FRONT ROYAL, VIRGINIA AND THE COUNTY OF WARREN, VIRGINIA TAX MAP 12A-115-15, 12-26D]
AND THE LANDS OF THE TOWN OF FRONT ROYAL, VIRGINIA [TAX MAP 12-69]
NORTH RIVER MAGISTERIAL DISTRICT
WARREN COUNTY, VIRGINIA

DATE: 04/20/2020
DWG NAME: 10939-BLA
DRAWN BY: JTG
SHEET 1 OF 1

Marsh & Legge Land Surveyors, P.L.C.
560 NORTH LOUDOUN STREET ~ WINCHESTER, VIRGINIA 22601
PHONE (540) 667-0468 ~ FAX (540) 667-0469 ~ EMAIL office@marshandlegge.com
www.marshandlegge.com

COUNTY OF WARREN
REPORT OF ANIMAL CONTROL OFFICER
AS TO KILLING OF COYOTES AND BOUNTIES FOR COYOTES

Name of Claimant Boyd, Doug Phone 540-975-0310

Address 6374 Saint Davids Church RD Fort Valley, VA 22652

Date Reported to Animal Control Officer 01-01-2021 Signed E. Unruh

Date Killed	Number	Description/Type of Animal	Bounty Per Head	Total Amount Claimed
1-1-21	2	Coyote	60.00	60.00

Total amount requested by claimant: $ 100.00

Amount recommended to be paid by Animal Control Officer $ 100.00

Remarks:

58 Fetchett RD - killed at claimant's property.

COUNTY OF WARREN
APPROVAL FOR PAYMENT

I certify that this expenditure is necessary for the operation of this department, that appropriated funds are available for payment and the goods/services have been received in good order.
Signature _____ Claimant _____ Date 1-1-2021
Department _____ Animal Control Officer E. Unruh Date 1-1-2021
Recm'd Budget Code 35010-5802
Comments: JAN 05 2021

The Board, after ~~an examination~~ of the above claim, approves same and allows $_____. Please charge to Animal Control 35010-5802.

Board of Supervisors of Warren County

Date of Action _____ By _____

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT	PAGE
January 19, 2021	K-1	Amendment to Warren County Code Section 66-28, 66-29, and 66-31 to include Running in a Pack and Amendment to Warren County Code Section 66-32 to Apply to the Entire County	1 OF 1

EXPLANATION & SUMMARY:

Warren County Code Section 66-28 makes it unlawful for any dogs to run at large at any time in such areas of the County as designated by ordinance, except when in immediate control of the owner or custodian of such animal. A dog shall be deemed to "run at large" while roaming, running or self-hunting off the property of its owner or custodian and not under its owner's or custodian's immediate control. Section 66-29 outlines the violations and penalties applied to this offense. Section 66-32 enumerates the specific areas and subdivisions where restrictions have been applied since 1984.

In the 2019 Session of the Virginia Legislature, Va. Code Section 3.2-6538, which grants localities to prohibit dogs from running at large, was amended to include a prohibition on dogs running at large in a pack. Violations for any person who permits his dog(s) to run at large in a pack will be subject to a class 4 misdemeanor as well as a/and a fine up to $100 fine. Therefore, Warren County Section 66-28, 66-29, and 66-31 should be amended to reflect the recent changes in the Virginia Code.

Additionally, the Warren County Sheriff's Office has requested the Board of Supervisors to amend Warren County Code Section 66-32 to apply the prohibition of dogs running at large to the entire County, not just specific residential areas within Warren County.

These proposed amendments were previously discussed at the Work Session on November 10, 2020. This public hearing was properly advertised.

COST AND FINANCING:

N/A

PROPOSED OR SUGGESTED MOTIONS:

I move the Board of Supervisors adopt the amendments to Warren County Code Sections 66-28, 66-29 and 66-31 to include running in a pack and to amend Warren County Code Section 66-32 the prohibition of any dog running-at-large to apply to the entire County;

-OR-

I move the Board of Supervisors not adopt the amendments to Warren County Code Sections 66-28, 66-29 and 66-31 to include running in a pack and to amend Warren County Code Section 66-32 the prohibition of any dog running at large to apply to the entire County;

-OR-

I move the Board of Supervisors postpone this item until _____.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Caitlin W. Jordan, Senior Assistant County Attorney		

ORDINANCE TO AMEND AND RE-ORDAIN CHAPTER 66, ARTICLE V (RUNNING AT LARGE) OF THE WARREN COUNTY CODE

BE IT ORDAINED BY THE WARREN COUNTY BOARD OF SUPERVISORS that Section 66-28 (Running at large restricted) be amended and re-ordained; that Section 66-29 (Violations and penalties) be amended and re-ordained; that Section 66-31 (Procedure upon observation of dog in violation) be amended and re-ordained; and that Section 66-32 (Restricted areas enumerated) be repealed as follows:

CHAPTER 66. Animals

ARTICLE V. Running at Large

§ 66-28. Running at large ~~restricted~~ **and running at large in a pack prohibited.**

It shall be unlawful for any dogs to run at large at any time ~~in such areas of the~~ **within Warren** County, except when in immediate control of the owner or custodian of such animal. A dog shall be deemed to "run at large" while roaming~~,~~ **or** running ~~or self-hunting~~ off the property of its owner or custodian and not under its owner's or custodian's immediate control. **However, a dog shall not be considered at large if during the hunting season it is on a bona fide hunt in the company of a licensed hunter or during field trials or training periods when accompanied by its owner. A dog shall be deemed to be "running at large in a pack" if it is running at large in the company of one or more other dogs that are also running at large.**

§ 66-29. Violations and penalties.

Any person who permits his dog, of which he has ownership or custody, to run at large or unrestricted shall be deemed to have violated the provisions of this article and shall be punished as a Class 4 misdemeanor in accordance with the Code of Virginia **and shall be subject to fines in accordance with section 66-16**. In order to prepay the fine, such person must pay to the Warren County General District Court, no later than five business days prior to the court date, both a fine of $50 and a court processing fee as determined by the Warren County General District Court.

The owner or custodian of any dog found while running at large in a pack shall be subject to a civil penalty in the amount of $100.00 per dog so found.

§ 66-31. Procedure upon observation of dog **or dogs** in violation.

Upon personal observation of the Animal Control Officer, any dog running at large or **running at large in a pack or** unrestricted in violation of this article whose owner**(s)** or custodian**(s)** the Animal Control Officer is not able to ascertain immediately may be impounded by the Animal Control Officer and confined in a pound or enclosure maintained in accordance with the guidelines issued by the Department of Agriculture and Consumer Services, such confinement and subsequent disposition of such animal to be as provided for in the Code of Virginia.

§ 66-32. Restricted areas enumerated.

It shall be unlawful for any dog to run at large in the following areas of the County:

A. Within the boundary lines of Skyland Estates Subdivision (Sections 1-9, S and X) as shown on Warren County Tax Map 23A, Sheets 1-6.
[Amended 6-4-1996]

B. Within the boundary lines of Shenandoah River Lakes Subdivision as shown on Warren County Tax Map 10A.

C. Within the boundary lines of Shenandoah Shores Subdivision as shown on Warren County Tax Map 13C, Sheets 1 and 2.
[Added 6-19-1984]

D. Within the boundary lines of all sections of Shenandoah Farms Subdivision and those adjacent parcels as shown on the following Warren County Tax Maps: 7A; 7A1; 15B; 15C; 15D, Sheets 1 and 2; 15E, Sheets 1-5; 15F; 15G; 23C, Sheets 1-9; and 24C.
[Added 11-19-1985; amended 2-18-1986]

E. Within the boundary lines of all sections of T.B. Boies Subdivision as shown on Warren County Tax Map 19 E.
[Added 1-21-1986]

F. Within the boundary lines of all sections of Shenandoah River Estates and the Bolling Subdivision as shown on Warren County Tax Map 20C.
[Added 6-16-1986]

G. Within the boundary lines of all sections of High Knob Subdivision as shown on Warren County Tax Maps 31B, Sheets 1-3; and 31B1.
[Added 8-18-1986]

H. Within the boundary lines of all sections of Blue Mountain Subdivision as shown on Warren County Tax Maps 15A; 16A; 24A, Sheets 1 and 2; 24B, Sheets 1 and 2; and 24D.
[Added 7-20-1987]

I. Within the boundary lines of all sections of Apple Mountain Lake Subdivision as shown on Warren County Tax Map 22B.
[Added 3-21-1988

J. Within the boundary lines of all sections of Dungadin Subdivision as shown on Warren County Tax Map 28C.
[Added 3-4-1991]

K. Within the boundary lines of all sections of Point O'Woods Subdivision as shown on Warren County Tax Map 39B.
[Added 6-17-1991]

L. Within the boundary lines of all sections of Blue Ridge Mountain Estates Subdivision as shown on Warren County Tax Map 31A1 and 31A2.
[Added 10-7-1991]

M. Within the boundary lines of all sections of Lake Front Royal Subdivision as shown on Warren County Tax Map 39C.
[Added 1-21-1992]

N. Within the boundary lines of Shannon Woods Subdivision as shown on Warren County Tax Map 22F.
[Added 10-5-1992]

O. Within the boundary lines of Kenny Woods Subdivision as recorded on Warren County Plat Slide 152-B.
[Added 11-1-1993]

P. Within the boundary lines of Apple Mountain Lake South Subdivision as shown on Warren County Tax Map31C.
[Added 3-21-1995]

Q. Within the boundary lines of Bowling View Subdivision as shown on Warren County Plate Slide 157-M, N, O and P.
[Added 5-7-1996]

R. Within the boundary lines of Section 3 of the Shenandoah Valley Golf Club Subdivision as recorded in Deed Book 224, pages 714-716.
[Added 5-7-1996]

S. Within the boundary lines of the area occupied by the Bowling Green Golf Courses.
[Added 5-7-1996]

T. Within the boundary lines of Thunderbird Farms Subdivision (Haynes Anderson Trust property) as shown on Warren County Tax Map 36-C.
[Added 8-15-2000]

U. Within the boundary lines of Lower Valley Subdivision, including Passage Creek Meadows, as shown on Warren County Tax Map 17-C.
[Added 10-16-2001]

V. Within the boundary lines of Oregon Hollow Estates, as shown on Warren County Tax Map 22-I.
[Added 3-18-2003]

~~W. Within the boundary lines of Cedarville Heights Subdivision, as shown on Warren County Tax Map 13E, including the Cedarville Heights Sanitary District.~~
~~[Added 2-15-2005]~~

~~X. Within the boundaries of Henselstone Woods Subdivision, as shown on Warren County Tax Map 19-I.~~
~~[Added 8-21-2007]~~

~~Y. Within the boundary lines of Pineland Park Subdivision, as shown on Warren County Tax Map 3A.~~
~~[Added 10-16-2007]~~

~~Z. Within the boundary lines of River Bend Farm Subdivision, as shown on Warren County Tax Map 27L.~~
~~[Added 11-21-2017]~~

THIS ORDINANCE SHALL BE EFFECTIVE UPON ADOPTION.

Language proposed to be deleted is ~~lined through~~.
Language proposed to be added is **underlined.**

CHAPTER 562

An Act to amend and reenact § 3.2-6538 of the Code of Virginia, relating to dogs running at large in packs; local ordinance; civil penalty.

[S 1367]

Approved March 18, 2019

Be it enacted by the General Assembly of Virginia:

1. That § 3.2-6538 of the Code of Virginia is amended and reenacted as follows:

§ 3.2-6538. Governing body of any locality may prohibit dogs from running at large; civil penalty.

~~The governing body of any~~ *Any* locality may *by ordinance* prohibit the running at large of all or any category of dogs, *except dogs used for hunting,* in all or any designated portion of such locality during such months as ~~they~~ *it* may designate. ~~Governing bodies~~ *Any such locality* may also require that dogs be confined, restricted, or penned up during such periods. For the purpose of this section, a dog shall be deemed to run at large while roaming~~,~~ *or* running ~~or self-hunting~~ off the property of its owner or custodian and not under its owner's or custodian's immediate control. Any person who permits his dog to run at large~~,~~ or remain unconfined, unrestricted, or not penned up shall be deemed to have violated *an ordinance adopted pursuant to* the provisions of this section. *Such ordinance shall provide that the owner or custodian of any dog found running at large in a pack shall be subject to a civil penalty in an amount established by the locality not to exceed $100 per dog so found. For the purpose of such ordinance, a dog shall be deemed to be running at large in a pack if it is running at large in the company of one or more other dogs that are also running at large. Any civil penalty collected pursuant to such ordinance shall be deposited by the treasurer of the locality pursuant to the provisions of § 3.2-6534.*

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT	PAGE
January 19, 2021	K-2	Ordinance Repeal Warren County Code Section §66-34, "Bounties for Coyotes"	1 OF 1

EXPLANATION & SUMMARY:

On May 2, 2000, the Board of Supervisors adopted Section 66-34 of the Warren County Code, which awards a $50 bounty to any person who kills a coyote according to certain criteria set forth in the ordinance. Currently, the ordinance limits the total amount of bounties awarded within a given fiscal year to $3,000.00 minimum, a total of 60 bounties per year.

Since 2010, the total amount of coyote bounties awarded each year surpassed the annual cap. Therefore, on July 16, 2019, the Board of Supervisors amended Section 66-34(D) to increase the annual cap from $2,000.00 to $3,000.00 per year to meet increasing coyote boundaries.

However, the Warren County Sheriff's Office has requested that the Board of Supervisors repeal Section 66-34 of the Warren County Code. First, many of the individuals claiming bounties for killing coyotes have already been compensated by the land owners, and most of them live outside of Warren County. Second, the Department of Game and Inland Fisheries have issued a letter explaining that coyote bounties are not an effective tool for population control. The letter is attached for your review.

Therefore, it is the opinion of the Sheriff's Office that Section 66-34, "Bounties for Coyotes" should be repealed due to the increasing cost to the County of Warren and to the little to no impact said bounties have had on the coyote population.

The proposed ordinance to repeal Warren County Code Section 66-34 was previously discussed at the Work Session on November 10, 2020. This public hearing has been properly advertised.

COST AND FINANCING:

There will be no cost associated, the repeal will in fact void the remaining appropriations for line item 35010-5802: Claims

PROPOSED OR SUGGESTED MOTIONS:

I move the Board of Supervisors adopt the ordinance to repeal Warren County Code Section §66-34, "Bounties for Coyotes";

-OR-

I move the Board of Supervisors not adopt the ordinance to repeal Warren County Code Section §66-34, "Bounties for Coyotes";

-OR-

I move the Board of Supervisors postpone this item until _____.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Caitlin W. Jordan, Sr. Assistant County Attorney		

ORDINANCE TO REPEAL SECTION 66-34 OF THE WARREN COUNTY CODE

BE IT ORDAINED BY THE WARREN COUNTY BOARD OF SUPERVISORS that Section 66-34 of the Warren County Code (Bounties for coyotes) be repealed as follows:

Chapter 66. Animals

Article VI. Coyotes

~~§66-34 Bounties for coyotes.~~

~~A. Provided there are still unexpended and unappropriated funds available in any given annual County budget for such purpose, there shall be a bounty in the amount of $50 paid to any person who meets the criteria set forth in this section who applies for such payment to the Board of Supervisors for each coyote killed within the boundaries of Warren County; provided, however, prior to being entitled to such payment, such person shall furnish reasonable proof satisfactory to the Animal Control Officer and to the Board of Supervisors that:~~

~~(1) The animal for which the bounty is claimed is a coyote; and~~

~~(2) Such coyote was killed within 72 hours before the application was made for the bounty; and~~

~~(3) Such coyote was killed in Warren County; and~~

~~(4) Based on a sworn statement on a form furnished by the Animal Control Officer and signed by the applicant and the owner or tenant in possession of the property on which the coyote was killed, such coyote was killed either:~~

~~(a) On the applicant's own property; or~~

~~(b) On property which the applicant is the lawful tenant in possession; or~~

~~(c) On property in which such person has:~~

~~[1] The written permission of the owner or lawful tenant in possession to kill such coyote; and~~

~~[2] Written acknowledgement of the owner or lawful tenant in possession that such coyote was killed on such owner's or tenant in possession's property; and~~

~~(5) That such coyote was killed either:~~

~~(a) By the owner of livestock, as defined in § 66-1 of this Code; or~~

~~(b) By a person who produces written certification that he has completed a coyote educational program approved by resolution of the Board of Supervisors.~~

~~B. The Animal Control Officer shall certify in writing his finding as to being satisfied with such proof to the Board of Supervisors prior to its action on the application for payment of the bounty.~~

~~C. The Animal Control Officer shall keep a written record of all applications made for a bounty, such record to include:~~

~~(1) The name, address, and telephone number of the applicant.~~

~~(2) The type of animal, including a physical description thereof, which was killed.~~

~~(3) The name and address, if known, of the owner of any animal, if not a coyote, killed for which application for a bounty was made.~~

~~D. The total dollar amount of bounties to be paid under the Article VI shall not exceed the sum of $3,000 within a given fiscal year; provided, however, that such limit may be increased in a given year by duly adopted resolution of the Board of Supervisors of Warren County.~~

~~[Amended 8-20-2019]~~

THIS ORDINANCE SHALL BE EFFECTIVE UPON ADOPTION.

Language proposed to be deleted is ~~lined through~~.
Language proposed to be added is **underlined**.

Molly J. Ward
Secretary of Natural Resources

COMMONWEALTH of VIRGINIA

Department of Game and Inland Fisheries

Robert W. Duncan
Executive Director

November 3, 2016

Robbie Chestnut
Bath County Animal Control

Dear Mr. Chestnut,

We appreciate your inquiry regarding the effectiveness of coyote bounty programs. Our Department, in conjunction with USDA Wildlife Services, has provided information to numerous other counties concerning coyote control programs. As you may know, coyotes are not originally native to Virginia but are currently well established in all counties of the state. Although few of these coyotes ever cause problems, some animals occasionally prey on livestock and have caused significant economic losses to farmers and landowners.

In response to these losses, some Virginia counties have instituted bounty programs in hopes of reducing coyote numbers. Although popular with local landowners, hunters, trappers, and some livestock producers, these bounty programs never achieve their desired objectives. Coyote bounties have been tried throughout the United States for more than 150 years. There is not a single documented instance of a bounty program temporarily or permanently reducing coyote populations or livestock depredation problems.

There are numerous reasons why coyote bounty programs don't work. The most important reason is that not enough coyotes are killed to affect population size. Most coyotes are killed opportunistically by deer hunters and farmers. Very few additional animals are killed as a result of bounty programs. Research has shown that coyote populations must be reduced by more than 60% or their numbers will recover within a single year. Coyotes can rapidly compensate for losses by increasing the number of females that breed, producing larger litters, and increasing pup survival. Since coyote bounties are ineffective, our Department has consistently recommended against these programs in favor of targeted control efforts around farms with a history of coyote damage. This approach has been successfully used by USDA Wildlife Services to reduce livestock losses in other portions of the state.

Other concerns with coyote bounty programs include rampant fraud (coyotes turned in from other counties, coyotes checked in multiple times, etc). Bounty programs may also increase the likelihood that domestic dogs will be accidentally shot or trapped.

Thank you again for your inquiry. If you need additional information, please let me know. Our Department would be happy to help your Board of Supervisors make the most informed decision possible.

Sincerely,

Michael L. Fies
Furbearer Project Leader
Virginia Department of Game & Inland Fisheries
P. O. Box 996
Verona, VA 24482

12/29/2020

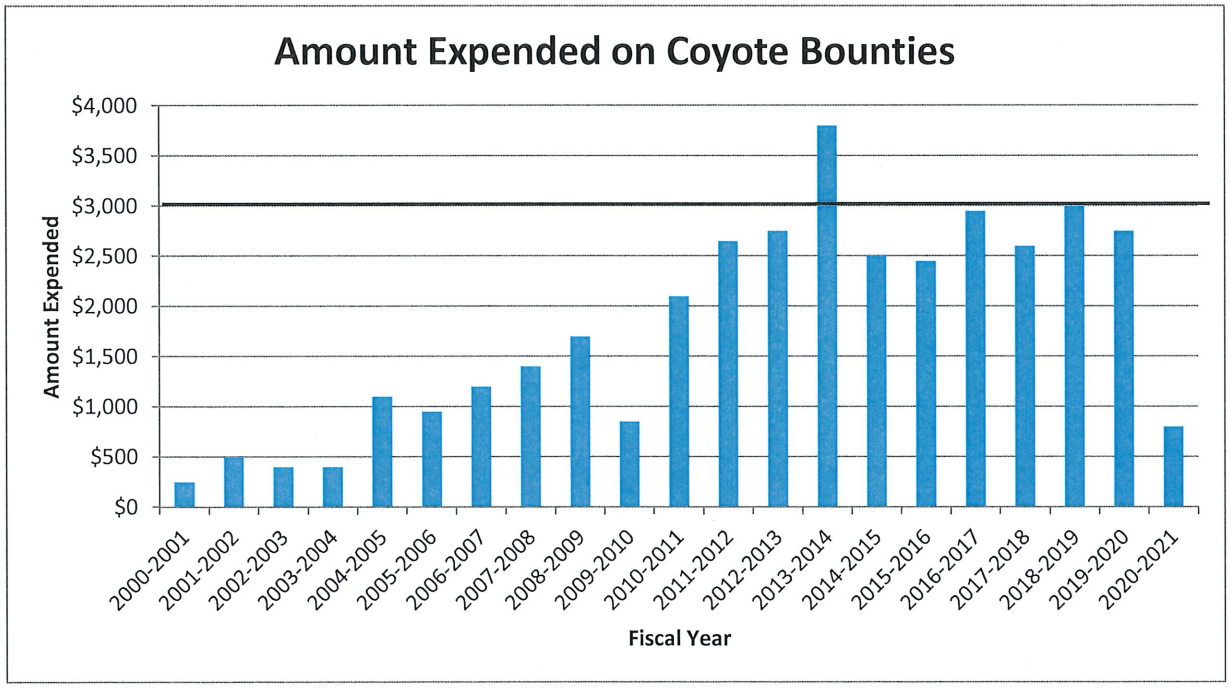
Code of Virginia
Title 15.2. Counties, Cities and Towns
Chapter 9. General Powers of Local Governments

§ 15.2-926.1. Bounties for coyotes.

Any locality may by ordinance permit the killing of coyotes within its boundaries at any time and may pay, out of any available funds, a bounty for each coyote killed within its boundaries. The ordinance may prescribe the conditions to be met and the evidence to be submitted before any such payment is made, as well as the amount of the bounty to be paid.

1999, c. 487.

Fiscal Year	Amount	# of Coyotes
2000-2001	$250	5
2001-2002	$500	10
2002-2003	$400	8
2003-2004	$400	8
2004-2005	$1,100	22
2005-2006	$950	19
2006-2007	$1,200	24
2007-2008	$1,400	28
2008-2009	$1,700	34
2009-2010	$850	17
2010-2011	$2,100	42
2011-2012	$2,650	53
2012-2013	$2,750	55
2013-2014	$3,800	76
2014-2015	$2,500	50
2015-2016	$2,450	49
2016-2017	$2,950	59
2017-2018	$2,600	52
2018-2019	$3,000	60
2019-2020	$2,750	55
2020-2021	$800	16



NEW FISCAL YEAR

Atwood, William	1	50.00	8/18/2020
Colton, James	2	100.00	9/1/2020
Grove, Arthur	2	100.00	9/1/2020
Calevro, Mark	1	50.00	9/15/2020
Cullen, Robert	1	50.00	9/15/2020
Boyd, Douglas	1	50.00	10/6/2020
Clem, Colin	1	50.00	10/6/2020
Marshall, Steven	2	100.00	10/6/2020
Vaught, Matthew	1	50.00	10/6/2020
Jenkins, David III	1	50.00	10/20/2020
Grove, Arthur	1	50.00	11/4/2020
Presley, Matthew	1	50.00	12/8/2020
Woodard, Charles	1	50.00	12/8/2020
		0.00	
		0.00	
		0.00	
		0.00	
		0.00	
		0.00	
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		0.00	
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		0.00	
		0.00	
		0.00	

NEW FISCAL YEAR

Colton, James	1	50.00	7/16/2019
Vaught, Matthew	1	50.00	7/16/2019
Colton, James	1	50.00	8/6/2019
Bowers, Donald	3	150.00	8/20/2019
Davison, Benjamin	1	50.00	8/20/2019
Fincham, Jr., James	1	50.00	8/20/2019
Hupman, William	1	50.00	9/3/2019
Bowers, Donald	4	200.00	9/17/2019
Keller, Dennis	1	50.00	9/17/2019
Bowers, Donald	5	250.00	10/1/2019
Thomas, Kevin	3	150.00	10/1/2019
Colton, James	2	100.00	10/15/2019
Davis, Tyler	1	50.00	11/6/2019
Atwood, William	1	50.00	11/19/2019
Colton, James	1	50.00	11/19/2019
Davis, Gail	1	50.00	11/19/2019
Garniger, Kurt	1	50.00	11/19/2019
Jewel, Ryan	1	50.00	11/19/2019
Barbe, Michael	1	50.00	12/10/2019
Beach, George III	3	150.00	12/10/2019
Bowers, Donald	2	100.00	12/10/2019
Brown, Jonathan	1	50.00	12/10/2019
Dove, Jesse	1	50.00	12/10/2019
Drain, Dennis	1	50.00	12/10/2019
Sloat, David Lee	1	50.00	12/10/2019
Bowers, Donald	5	250.00	1/7/2020
Licklider, Michael	1	50.00	1/7/2020
Mitchell, Amos Lee	1	50.00	1/7/2020
Walker, Trevor	1	50.00	1/7/2020
Bowers, Donald	2	100.00	1/21/2020
White, Jeffrey	1	50.00	2/18/2020
Mitchell, Michael Lee	1	50.00	3/3/2020
Grove, Arthur	1	50.00	3/17/2020
Hupman, Robert	1	50.00	5/19/2020
Speelman, Brittany	1	50.00	6/2/2020
Boyd, Douglas	1	50.00	6/16/2020

NEW FISCAL YEAR

ATWOOD, WILLIAM A	50.00	1	8/7/2018
Cornwell, Dustin Lee	50.00	1	8/7/2018
Atwood, William A	50.00	1	8/21/2018
Bowers, Donald	200.00	4	8/21/2018
Colton, James Wade	50.00	1	9/4/2018
Atwood, William A	50.00	1	10/16/2018
Wines, Bruce	50.00	1	10/16/2108
Keep, John	50.00	1	10/16/2018
Levan-Voegler, Laura	50.00	1	11/7/2018
Shipe, Charles	50.00	1	11/7/2018
Clem, Colin Terry	50.00	1	11/7/2018
Bowers, Donald	150.00	3	11/7/2018
Widmer, Benjamin Lewis	50.00	1	11/7/2018
Bowers, Donald	100.00	2	11/20/2018
Perko, David Randall	50.00	1	11/20/2018
Cameron, Cecil Thurman	50.00	1	12/11/2018
Frazier, David Lee	50.00	1	12/11/2018
Keckley, Jr., Eugene Elwood	50.00	1	12/11/2018
Partlowe, Hunter Douglas	50.00	1	12/11/2018
Covert, Patrick Kirby	100.00	2	12/11/2018
Rector, Dalton Allen	50.00	1	12/11/2018
Breeden, Marcia Marie	50.00	1	12/11/2018
Counts, Warren	50.00	1	12/11/2018
Dellinger, Kim	50.00	1	12/11/2018
Waters, Shelly	50.00	1	12/11/2018
Ball, Kernos	50.00	1	1/8/2019
Bowers, Donald	250.00	5	1/8/2019
Knave, Jr., George	50.00	1	1/8/2019
Orye, Jeremy	50.00	1	1/8/2019
Smedley, Jr., John	50.00	1	1/8/2019
Breeden, Marcia Marie	50.00	1	2/5/2019
Gill, Aaron Locke	250.00	5	2/5/2019
Mitchell, Amos Lee	50.00	1	2/5/2019
Sanfelici, Theresa Lear	50.00	1	2/5/2019
Bowers, Donald	100.00	2	3/5/2019
Keckley, Jr., Eugene Elwood	50.00	1	3/5/2019
Shipe, Robert	50.00	1	3/5/2019
Way, Charles	50.00	1	3/5/2019
Colton, James Wade	50.00	1	3/19/2019
Breeden, Marcia Marie	50.00	1	4/2/2019
White, Jeffrey	50.00	1	5/7/2019
Woodard, III, Charles	50.00	1	5/7/2019
Williams, Justin	50.00	1	5/21/2019
Woodard, III, Charles	50.00	1	6/4/2019

COUNTY OF WARREN, VIRGINIA
BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
1/19/2021	K-3	Conditional Use Permit #2020-10-01 David & Nita Sudlow *Church (Chapel)*	1 of 2

EXPLANATION & SUMMARY:

See attached application and staff report.

General standards/conditions. In addition to the specific standards set forth hereinafter with regard to particular conditional uses, all such uses shall satisfy the following general standards:

(1) The proposed use at the specified location shall be in harmony with the adopted Comprehensive Plan.

(2) The proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.

(3) The proposed use shall be such that it will be harmonious with and will not adversely affect the use or development of neighboring properties in accordance with the applicable zoning district regulations and the adopted Comprehensive Plan. The location, size and height of buildings, structures, walls and fences and the nature and extent of screening, buffering and landscaping shall be such that the use will not hinder or discourage the appropriate development and use of adjacent or nearby land and/or buildings or impair the value thereof.

(4) The proposed use shall be such that pedestrian and vehicular traffic associated with such use will not be hazardous or in conflict with the existing and anticipated traffic in the area.

(5) Adequate utility, drainage, parking, loading and other necessary facilities to serve the proposed use shall be provided.

(6) In determining whether or not to grant a permit and in determining conditions to be imposed, the governing body shall take into consideration the objectives and intent of this chapter and may impose reasonable conditions that:

- (a) Abate or restrict noise, smoke, dust or other elements that may affect surrounding properties.
- (b) Establish setback, side and front yard requirements necessary for orderly expansion and to prevent traffic congestion.
- (c) Provide for adequate parking and ingress and egress to public streets or roads.
- (d) Provide adjoining property with a buffer or shield from view of the proposed use if such use is considered to be detrimental to adjoining property.
- (e) Prevent such use from changing the character and established pattern of development of the community.

After proper advertisement and a public hearing by the Planning Commission, the application has been forwarded to the Board of Supervisors recommending approval with the following conditions:

1. The Chapel occupancy shall not exceed the number of occupants to be determined by the VA Uniform Statewide Building Code and VA Dept. of Health approval for an on-site sewage system.

2. The applicant shall comply with all Warren County Building Inspections, Virginia Department of Transportation (VDOT) and Warren County Health Department regulations and requirements. These include Building Code requirements for a smoke and fire detector system and change of use and occupancy to the authorized use group.

3. The applicants shall meet the requirements for Code Section §180-15 for Off-Street parking for a church which requires one (1) parking space per four (4) fixed seats.

Motion to Approve:

Mr. Henry moved to forward this application to the Board of Supervisors, recommending approval with the conditions listed above. The motion was seconded by Mr. Longo, and approved by the Planning Commission by a vote of 5-0.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors approve the conditional use permit request of David and Nita Sudlow for a chapel (Church) with the conditions as recommended by the Planning Commission and staff.

OR

I move that the Board of Supervisors deny the conditional use permit request of David and Nita Sudlow for a chapel (Church) for the following reasons. (List Reasons)

SUBMITTED BY:	**DISPOSITION OF BOARD:**	**PROCESSED BY:**
Matt Wendling, CFM Planner II	☐ **APPROVED** ☐ **OTHER (Describe)**	

Conditional Use Permit: 2020-10-01 / Church (Chapel)
David & Nita Sudlow, *Current Owner/Applicant*
Staff Report for the Planning Commission
Prepared: October 14th, 2020 **Revised: October 16th, 2020**
Staff Contact: Matt Wendling, Planner II/County Floodplain Manager

SUMMARY OF REQUEST

The applicant is requesting a conditional use permit for a church to be used as a chapel for worship services and bible study. They have requested to have a maximum of 49 occupants at any one time in attendance. The applicants currently use the accessory structure as a garage and chapel for family devotional and religious study, it is 1,728 square feet. They plan to make minor renovations to the existing structure in order to use it as a chapel facility and include upgrades to the existing septic system and a handicapped accessible restroom. The applicant was denied a sewage disposal system permit by the Health Department due to the requirement for a Conditional Use Permit from the County for this land-use. The structure is located to the east of the property adjacent to the single family dwelling to the north and proposed guesthouse to the south, see attached sketch plan.

PROPERTY INFORMATION

Property Location: 6435 Strasburg Rd.
Tax Map ID: #9---48C 1
Magisterial District: Fork
Subdivision: Myer Subdivision

City: Strasburg (mailing address)
Zoning: Agricultural (A)
Acres: 3.31
Existing Land Use: Single-Family Dwelling - Garage

SURROUNDING ZONING DISTRICTS & USES

North:	Agricultural (A)	Use: Pasture
South:	Agricultural (A)	Use: Forest - Woodlands
East:	Agricultural (A)	Use: Single Family Dwelling - Pasture
West:	Agricultural (A)	Use: Single Family Dwelling

PROPERTY HISTORY

This property has not had any previous Conditional Use Permits issued for uses in the Agricultural (A) zoning district. In 2011 a Notice of Inspection was sent to Mr. Sudlow relating to the use of the garage as a church and assembly hall after County staff received an inquiry from Mr. Sudlow's insurance agent regarding the use. At that time the applicant stated that he was using the accessory structure as a garage and meeting room for worship and bible study only for his family. Staff notified him that the CUP would be required if an expansion of the use was desired and non-family members were in attendance or advertisement took place and no further zoning actions took place.

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The request is compatible with Code Section §180-21, indicating district regulations in the Agricultural (A) zoning district. A church is permitted under this section as a Conditional Use granted by the Board of Supervisors.

PROPOSAL

Section §180-8 defines Church is defined as:

"A place where persons regularly assemble exclusively for worship. The term "church" includes the term "synagogue," "mosque," "monastery," or other terms for a house of worship, and shall include, where appropriate, real estate of not more than 250 acres, provided that such acreage is or is to be devoted exclusively to a church building, chapel, monastery, cemetery, offices used only for administrative purposes of the church, a Sunday school building, church manse, parsonage or rectory, playgrounds, recreation areas or parking lots for the convenience of those attending any of the foregoing."

SUPPLEMENTARY REGULATIONS FOR CHURCHES

There are no supplemental regulations in the Warren County Zoning Ordinance for a church.

SEWAGE DISPOSAL

The property currently has a septic system approved for five (5) bedrooms and six (6) occupants and was approved with a minor modification permit in 2006 to install a building sewer to connect a detached garage proposed to be used as a chapel. An On-Site Soil Evaluator (OSE) has submitted an application for a modification to the existing sewage system to the Warren County Health Department which was denied by them due to the requirement for conditional use permit for the land-use from the Board of Supervisors. The OSE is proposing to incorporate a TL-3 treatment unit into the current system which will increase the maximum gallons per day (GPD) and change the system from a conventional to an Alternative Onsite Sewage System. See attached comments.

RECOMMENDED CONDITIONS

Planning Staff is recommending the following conditions be added to this conditional use permit if the Planning Commission chooses to recommend approval of this permit to the Board of Supervisors. Please note that conditions may be modified and additional conditions may be added after all agency comments have been received.

1. The Chapel occupancy shall not exceed the number of occupants to be determined by the VA Uniform Statewide Building Code and VA Dept. of Health approval for an on-site sewage system.

2. The applicant shall comply with all Warren County Building Inspections, Virginia Department of Transportation (VDOT) and Warren County Health Department regulations and requirements. These include Building Code requirements for a smoke and fire detector system and change of use and occupancy to the authorized use group.

3. The applicants shall meet the requirements for Code Section §180-15 for Off-Street parking for a church which requires one (1) parking space per four (4) fixed seats.

Cc: David & Nita Sudlow - *Owners/Applicants*

FINAL 9/15/20

Statement of Justification

for

Conditional Use Permit

David and Nita Sudlow, 6435 Strasburg Road, Warren County.

Introduction

David and Nita Sudlow request a Conditional Use Permit (CUP) for the subject property to allow an existing structure, built in 2003 as a garage, to be used as a chapel/meeting room. The property consists of a single 3.31 acre parcel situated on the south side of Strasburg Road about 1.3 miles East from the Shenandoah River bridge and the western border of Warren County. Tax Map Number: 9-42 C 2. The property and the surrounding properties are currently zoned "Agriculture" and lie within the Fork District. The main purpose for the chapel is for inter-denominational prayer for our local community, Virginia and our country.

In conjunction with the CUP application, the owners also request permission for a separate building renovation began in 2013 to include a one bedroom living space. This renovation was of a small horse barn for the purpose of an office and workshop. This proposed bedroom space is for visiting family and friends and is not for commercial purposes, such as a B & B or any other type of rental. The subject property is currently used as the Applicants' family residence that includes a five bedroom single dwelling, the said garage and the office/workshop building along with two small outbuildings.

Justification

The Applicants believe that the requested CUP modification will be justified by all of the required findings prescribed in the Warren County Department of Planning regarding land use management ordinances. The proposed chapel and property improvements will promote a safe and healthy environment for those who participate in any activities associated with the chapel. The improvements will consist of some minor renovations to the existing 32' x 54' garage building to be used as a chapel facility and to meet all Warren County Building Codes and "Health and Safety" requirements.

Cont. Justification...

In addition, an upgraded septic system will be installed to meet the property and chapel requirements. Hadley Environmental Services (HES) has submitted a "Commonwealth of Virginia Application for Sewage System" on July 27, 2020 to the Warren County Health Department. The application was denied on August 20. 2020 due to the need of a Conditional Use Permit from the Warren County Planning and Zoning Department before they can approve a construction permit. "If a CUP is approved, a 100% reserve drain-field area must be provided per Ch. 179-3 Code of Warren County." HES will continue with the project and work with the Health Department to comply with all applicable provisions of the Virginia Sewage Handling & Disposal Regulations.

Traffic

Due to the unique conditions associated with this property, and the off-peak demands related to typical church related activities, any additional traffic demands will be adequately accommodated. The chapel will generate a small amount of traffic, because it will be restricted to occupancy of up to a maximum of 49. Further, there are two entrances onto the property allowing adequate ingress and egress to Strasburg Road.

Parking

"Providing for adequate parking" will be constructed according to Warren County General Regulations: "180-15 Off street parking." – Spaces required for a chapel are "1.0 per 4 fixed seats." The number of parking spaces required for the chapel is 13 based on up to a maximum of 49 persons. In addition, parking for residents, based on 2 units of six bedrooms totals 4 spaces, for a total of 17 parking spaces. All spaces will meet the standard of 9' wide by 18' depth and have an asphalt hard top. "Spaces shall be arranged so that any vehicle may be removed without moving another." As per code, one space closest to the chapel will be designated for Handicapped Parking. We plan to install a total of 19 parking spaces. (See proposed 'Parking Plan')

Property Buffing

NORTH. The property North boundary entirely borders Strasburg Road for a distance of approximately 600'. It has a large embankment with a tree-line creating an elevation and landscape buffer that blocks most of the property including the chapel building. On the North side of Strasburg Road the entire area, including the entire frontage of the subject property is comprised of large pasture acreage used for raising cattle.

EAST. The property line on the East side of the property runs from Strasburg Road for a depth of 453' and is comprised of two bordering properties. The rear of the existing garage and proposed chapel building is on the South East side of the Applicant property line. It borders with the 6233 Strasburg Road property for 277' and is buffered by trees and pasture land. The chapel has a 12 foot setback from the property line.

The North East, 6275 Strasburg Road property borders the Applicants property for approximately 175' beginning at Strasburg Road. The chapel building is 101' south of the nearest corner of this property line. In addition, it is hardly visible to the residence on this property due to distance, trees and lower elevation of the house located on the most eastern side of the property.

SOUTH. The entire 296' property line on the south side of the property borders the 153 Signal Court property. It has an abundant landscape screening and distance buffer from the residence provided by dense forest coupled with a higher elevation. The residence is on the most southern end of this 8.8 acre lot. The nearest corner of the chapel building is 105' north of the property line. Other non-bordering properties to the South West also have more than sufficient landscape screening, elevation and distance buffering.

WEST. The front of the chapel building faces west to an adjoining 2 acre lot with the address of 6443 Strasburg Road. This is the property of Waltraud Hielscher and is co-owned by the Applicants. The property line is not straight and creates an irregular depth measurement of the west side of the property. Its path is approximately 615' from the SW corner to the NW corner on Strasburg Road. This property provides a full buffer to the next property in line to the west. In addition, it also is a buffer of the chapel and much of the property for East bound traffic on Strasburg Road.

The Applicants believe the current Buffer Zones of Distance Buffers and Landscape Screening sufficiently meet the Warren County Code 180-18 for Screening and Buffer Zones required for 'Agriculture' zoned land.

Maintaining Value of Surrounding Properties

The existing land use is well established in the neighborhood, and integral to it. The property's essential value is its purpose derived by the 'Agriculture Zoning' and mountain vistas in a rural setting. This includes historic Signal Knob and the close by Shenandoah River. This purpose will not be diminished in any way by the improvements to the property. The proposed project will conserve the existing vegetation on all sides of the chapel and the property. For this reason, the Applicants believe the addition to the property of a chapel will maintain and enhance the value of contiguous property.

Chapel Building

The proposed chapel building is an existing 1,728 sq. ft. garage divided into two spaces. The chapel room is on the north side of the building and is 900 sq. ft. with a net space of approximately 700 sq. ft. for seating. The International Building Code recommends allowing for 7 sq. ft. per person in spaces with unfixed chairs. Using 'chairs only' (not fixed) will sufficiently accommodate up to a maximum of 49 persons. The other space on the south side of the building is a 700 sq. ft. coffee room, garage and an ADA approved bathroom with a net space of 600 Sq. ft. of clear space.

Summary Statement

The Applicants believe that approval of this CUP request is justified by all the required findings prescribed in the Warren County Comprehensive Plan and further believe that these findings are supported by the materials contained in our CUP application, including the written evidence as presented herein.

WCCUP-000078-2020

WARREN COUNTY
CONDITIONAL USE PERMIT APPLICATION

Application Number: 2020-10-01
Date Received: 9-15-2020
Fee Amount: $ 200.00 NOT FOR PROFIT
Date Paid: 9/15/2020

Taxes pd 1st half
MA Lang 9/16/2020
CSK

CK# 1004
pd 9/15/2020

Applicant Information:

DAVID & NITA SUDLOW
Applicant Name

6435 Strasburg Rd., STRASBURG, VA. 22657
Address *City* *State* *Zip*

Property Location for conditional use permit if Different than Applicant's Address

540-6600-1667 Tentmakker@gmail.com
Primary Contact Number *Email*

Property Owner (if same as applicant, leave blank)

Address *City* *State* *Zip*

Primary Contact Number

Respectfully request that a determination be made by the Warren County Planning Commission and Board of Supervisors on the following request for a Conditional Use Permit for the property described below.

A. Property Information:

(1) Address/Location: 6435 Strasburg Rd., Strasburg, VA (Warren Co.)
(2) Election District: FORK
(3) Tax Map Number: 9-48 C Lot 2 (Lot 1)
(4) Subdivision Name: "Subdivision of the James A. & Nellie C. Myer
(5) Total Area of Property (acres): 3.31
(6) Total Area to be Used (acres): Approx. .50 acres
(7) Total Road Frontage (feet): 600'
(8) Depth of Property (feet): East 453' West 615'
(9) Present Zoning: Agriculture

B. Proposed Use of Property

(1) State the proposed use(s) for the Conditional Use Permit: CHAPEL

(2) Current land use and condition of site: Residence in good condition.

(3) Zoning of surrounding land/property: Agriculture

(4) Will development be staged? ☐ Yes ☑ No

(5) Construction Time: Six months depending on weather.

(6) Season, days, and hours of operation: Mon - Sun. Occasional Use / 8AM to 9PM.

(7) Will there be a sign? ☐ Yes ☑ No
(If yes, please submit a sketch of the sign(s) showing size and shape and the sign permit check list with this application.)

(8) Has there been any prior application for a conditional use permit/variance for this property? (If yes, enter the permit number and/or name, date of action, action taken by the Planning Commission, Board of Zoning Appeals and/or Board of Supervisors and a description of the request.) YES, DAVID H. SUDLOW for Construction Permit Approved with conditions - MAY 17, 2001 ID# 37042

(9) Number of full time employees: N/A -0-

(10) What type of sewage disposal system will be used? ☑ Private ☐ Central ☐ Public

(11) Number of persons to be served by the sewage disposal system: 58

(12) Number of parking spaces to be provided: Regular 18 Handicap 1

(13) What is the proposed landscaping and buffering for this property?
See: Statement of Justification p.3 "Property Buffing"

C. Plans Prepared By

Name: DAVID & NITA SUDLOW (Applicants)

Address:

Telephone Number:

D. Environmental Information

(1) Will this proposed use adversely impact the community of the environment? (If yes, what are the adverse impact(s) and what is proposed to solve these adverse impacts?)
NO

(2) Will there be any debris generated from the activity? (If yes, where and in what manner will the debris be stored and how and where will it be disposed of?) N/A

(3) Will any potentially hazardous substances be used and/or stored on the property? (If yes, list the substances, their use and disposal of containers and substance residues.) N/A

(4) List any potentially hazardous emissions including, but not limited to: fumes, gases, smoke noise, liquid effluent, waste water, dust, and state what measures will be used to control these emissions. Septic waste water will be disposed via Warren County Health Dept. approved plan.

(5) Will there be any electrical or electronic activity which will interfere with local communications or telephone, television or radio reception? (If yes, describe the type of activity and potential interference.) N/A

(6) What will be the impact on traffic? N/A Due to occasional use & occupancy limit.

(7) Will exterior lighting be used? (If yes, state the number of lights and the wattage of each. A lighting plan or lighting contour map may be required to show the nearest candle power as measured at ground level. N/A

The following documents and/or information are required to be submitted with the application:

☑ **An application fee of $500.00.**

Make payable to the Treasurer of Warren County. A non-refundable fee of $500.00 will be required at the time of submittal.

☑ **A Statement of Justification**

This printed or typed statement is to be addressed to the Warren County Planning Commission. It is to summarize your proposed use and highlight any aspects of the request which are not addressed in the application form. Please note, the statement is required to be on 8 ½ x 11 size paper.

☑ **A Site Plan/Survey.**

Your site plan should show the property boundaries, existing or proposed structure(s), adjacent roads, and any other pertinent information which would help outline your proposed use. A recent survey with the proposed uses/structures located on it will serve as a site plan for the purposes of this permit. The Planning Director, Planning Commission and/or the Board of Supervisors reserve the right to ask for an engineered site plan, if they deem it necessary for evaluation of the proposed conditional use permit.

☑ **Sewage Disposal and Well Site.**

Location of the existing or proposed septic system & drainfield and the well site are to be indicated on the survey or central/public connection location.

☑ **A copy of the deed to the property verifying the current ownership.**

A copy may be obtained at the Warren County Courthouse, Circuit Clerk's Office.

☑ **A statement verifying that real estate taxes have been paid.**

This may be obtained from the Treasurer's Office in Suite 800 of the Warren County Government Center.

☑ **Environmental and Community Impact Statements** N/A

The Planning Director, the Planning Commission, and\or the Board of Supervisors reserve the right to ask for an environmental and\or community impact statements, prepared by a certified engineer or other person qualified to perform such work, if they deem it necessary for evaluation of the proposed request.

☑ **List of chemicals stored on the site** N/A

A complete list of chemicals to be stored on the site in the form of an oath/statement for Industrial zoned properties only.

☑ **Location Map**

A map clearly legible, showing the location of the proposed project in relation to surrounding publicly maintained roads and showing the use of surrounding properties. County staff can assist in obtaining this information.

☑ **Directions to your property from the Warren County Government Center.**

0.8 miles West on Strasburg Rd. (Rt. 55) from Route 522 at RIVERTON.

I/we the undersigned, do hereby respectfully agree to comply with any conditions required by the Board of Supervisors of the County of Warren, Virginia, and authorize the County personnel to go upon the property for the purpose of making site inspections. Expenses incurred in securing professional assistance in connection with the review of this application for a Conditional Use Permit, shall be charged to the applicant.

David M. Sellers & Nguyen Sidlow 9/15/20

Applicant Signature Date

Property Owner Signature Date

Accepted by: Date: 9-15-2020

PLEASE NOTE: If the required documents are not provided and/or the application is incomplete, your application will not be placed on the Planning Commission Agenda.

NOTES

Lord Fairfax Health District

Warren County Health Department
465 West 15th Street, Suite 200
Front Royal, Virginia 22630
Tel. (540) 635-3159 ~ Fax (540) 635-9698
www.vdh.virginia.gov

LORD FAIRFAX HEALTH DISTRICT

VDH VIRGINIA DEPARTMENT OF HEALTH
Protecting You and Your Environment

September 29, 2020

RECEIVED
OCT 05 2020
WARREN COUNTY
PLANNING DEPARTMENT

Taryn G. Logan, Planning Director
County of Warren - Department of Planning
220 North Commerce Avenue, Suite 400
Front Royal, Virginia 22630

RE: Request for comments for Conditional Use Permit – 2020-10-01
6435 Strasburg Rd. Strasburg, VA 22657
Tax Map# 9-48C, Lot 1

Dear Ms. Logan,

I have reviewed your request for comments for the CUP for the proposed Chapel to be located at the referenced property and offer the following comments;

The applicant has hired a licensed OSE to evaluate the property to determine proper sewage disposal for a proposed chapel and a separate living unit. The proposal is to modify an existing onsite sewage system that is currently serving the dwelling identified as 6435 Strasburg Rd. This sewage system is approved as a Conditional, Five (5) Bedrooms, Six (6) occupants, 450 gallons per day maximum design. A Minor Modification Permit was issued in 2006 to install a building sewer to connect a detached garage that is to be used as the chapel to the existing sewage system. This modification was inspected an approved by this office on November 6, 2006. The OSE is proposing to incorporate a TL-3 treatment unit into the current design. With this addition, the maximum design flow for the sewage system will increase to 995 gallons per day maximum and change the system from a conventional to an Alternative Onsite Sewage System (AOSS). The main dwelling will remain a five bedroom structure but the occupancy can increase to eight person or a 600 gallons per day maximum flow. The proposed AOSS can accommodate an additional 245 gallons per day or 49 people at 5 gallons per person per day for the proposed chapel. The proposed AOSS can also accommodate and additional 150 gallons per day or a 1 bedroom, 2 occupant separate living unit. This office has reviewed the soil data and OSE proposal and no outstanding issues are noted. The existing 50% reserve area is changing to a 100% reserve area by requiring TL-3 treatment and drip irrigation dispersal when installed.

This property is served by an existing Class IIIC private well. There will not be 15 service connections but it appears with the proposed chapel/49 people, there is a potential for at least 25 of the same persons to have access to drinking water for more than six months out of the year. The applicant should contact Virginia Department of Health - Office of Drinking Water, Culpeper Field Office at (540) 829-7340 to inquire about whether approval for a public water well is required.

Respectfully,

Jim Davis, REHS
Environmental Health Supervisor

Matt Wendling

From: Arthur Boyce <bobby.boyce@vdot.virginia.gov>
Sent: Tuesday, November 10, 2020 2:52 PM
To: Taryn Logan
Cc: Funkhouser, Rhonda (VDOT); Duncan, Travis; tentmakker@gmail.com; Matt Wendling
Subject: Warren County - Route 55 -- Chapel David & Nita Sudlow - CUP 2020-10-01

<<...>>

DEPARTMENT OF TRANSPORTATION

Staunton/Edinburg Land Development

14031 Old Valley Pike

Edinburg, VA 22824

Dear Ms. Logan:

We have reviewed the above subject Conditional Use Permit Application dated September 15, 2020 for impacts to the transportation system. This application is for the modification of an existing 1728 square foot garage into a prayer chapel. Our comments are as follows:

- The existing entrance to the subject property does not meet the minimum required sight distance and will not allow for the proposed use. However, the adjacent entrance to the west can be upgraded/widened that will meet VDOT's minimum Low Volume Commercial standards on Mr. Sudlow's jointly owned adjacent parcel The existing substandard entrance will need to be removed and an access easement dedicated on the adjacent lot to the west for joint-use.
- The adjacent entrance will need to be upgraded under VDOT permit to include 20' turning radii, 18' wide throat, and a 2" asphalt overlay. A copy of the recorded joint-use easement will need to be include with the permit application prior to approval.
- A Land Use Permit shall be obtained before any work is performed on the State's right-of-way. The permit is issued by this office and will require an application fee and surety coverage. Once satisfactory application has been made, a permit will normally take 10-20 days to process and issue.

We appreciate the County's efforts to include VDOT in the early planning stages for development and the opportunity to provide comments on this Conditional Use Permit. We ask that you include a copy of this transmittal for official public record. If you have any questions or need further information, please do not hesitate to give me a call.

Sincerely,

Bobby Boyce

Bobby Boyce
VDOT- Land Development Engineer
Shenandoah, Frederick, Clarke, & Warren Counties

Cindy Kokernak

From: David Beahm
Sent: Thursday, September 24, 2020 3:37 PM
To: Matt Wendling; Cindy Kokernak
Cc: Taryn Logan; Paula Fristoe
Subject: Request for Comments 2020-10-01 – David and Nita Sudlow – Conditional Use Permit for a Chapel - WCCUP-000078-2020

Comments 2020-10-01 – David and Nita Sudlow – Conditional Use Permit for a Chapel:

- Erosion and Sediment Control Items:
  - There does not appear to being any land disturbance at this time (appears to be existing) and therefore nothing would be required. If this is not the case, the normal submission that is required.

- Building Inspections Items:
  - This request would require a Change of Use and Occupancy to utilize a structure that was built as a detached garage (Utility Use Group) for a chapel (Assembly Use Group).
    - This would require designing, construction and all permits for this change which would include, but not limited to structural, sanitation (plumbing), electrical, accessibility, ventilation (mechanical) and overall designed use for this activity.
  - The overall occupant load would be calculated per the Virginia Uniform Statewide Building Code (USBC) when designing the existing space and these numbers would establish all other requirements.
  - The statement is made within the documents provided that a portion of the garage is to remain, this would require fire separation to be properly provided.
  - The Virginia Department of Health (or any of their divisions that have oversight) will need to state that an approved water and septic system is present to meet the building code for this use.

If anything should change in the scope additional requirements may be required.

Respectfully,

Warren County Building Inspections

David C. Beahm, CBO
Building Official

220 North Commerce A
Suit
Front Royal, VA 2

540/636-
FAX 540/636-

dbeahm@warrencountyva.net

www.warrencountyva.net

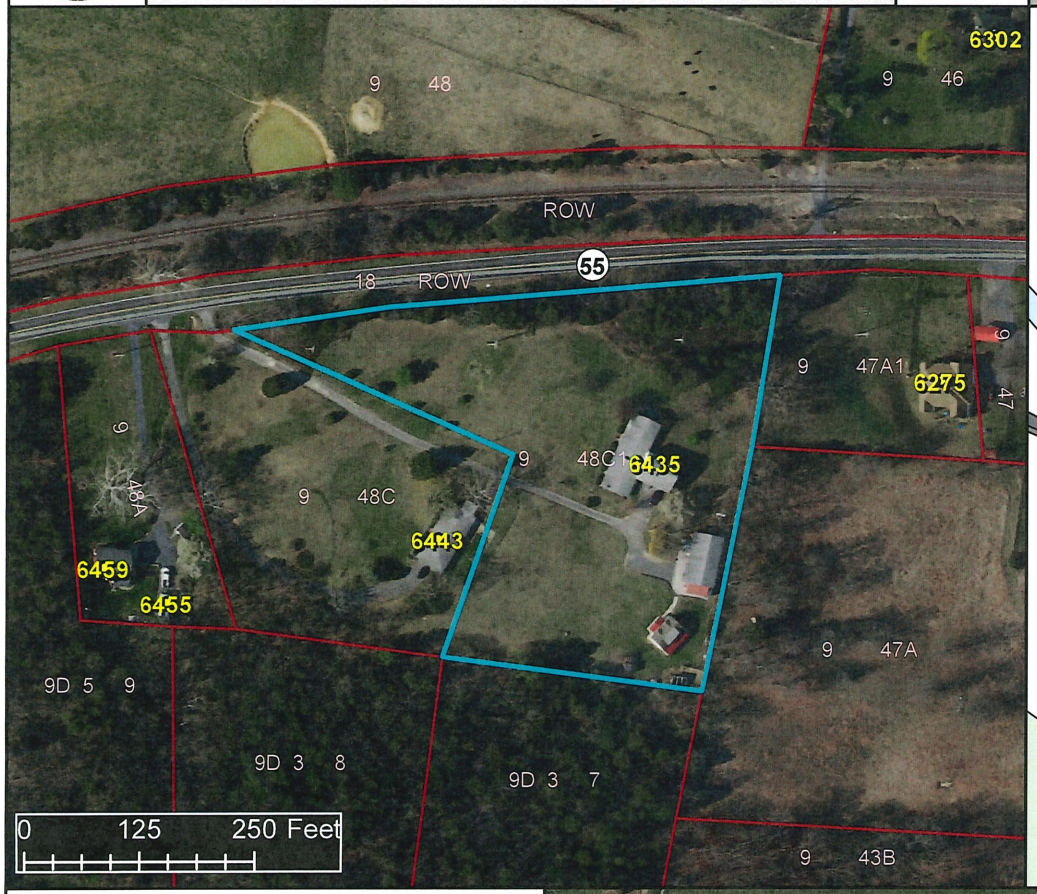
THIS MESSAGE IS INTENDED SOLELY FOR THE INDIVIDUAL(S) NAMED IN THE HEADER. THIS MESSAGE MAY CONTAIN MATERIAL THAT IS PRIVILEGED OR CONFIDENTIAL. IF YOU ARE NOT ONE OF THE INTENDED RECIPIENTS, PLEASE DO NOT READ, COPY, USE, OR DISCLOSE THIS MESSAGE TO OTHERS; PLEASE NOTIFY THE SENDER BY REPLYING TO THIS MESSAGE; AND THEN PLEASE DELETE THIS MESSAGE FROM YOUR SYSTEM. THANK YOU.

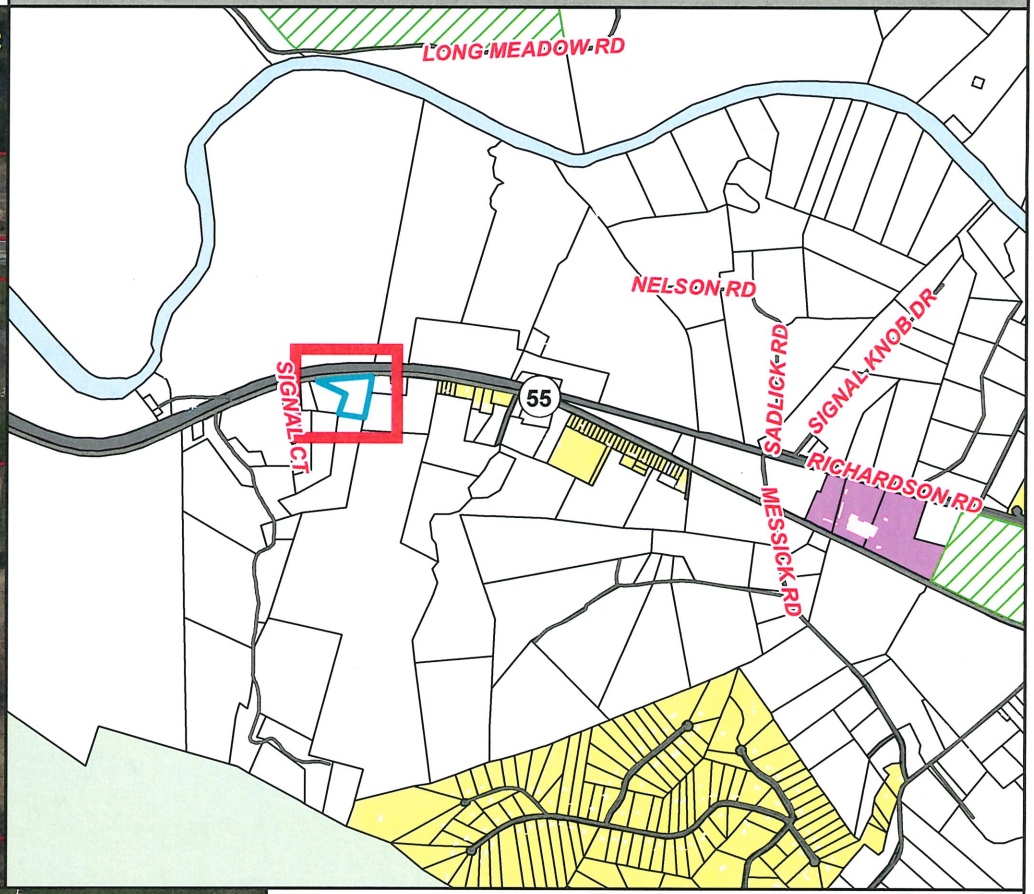
Warren County VA

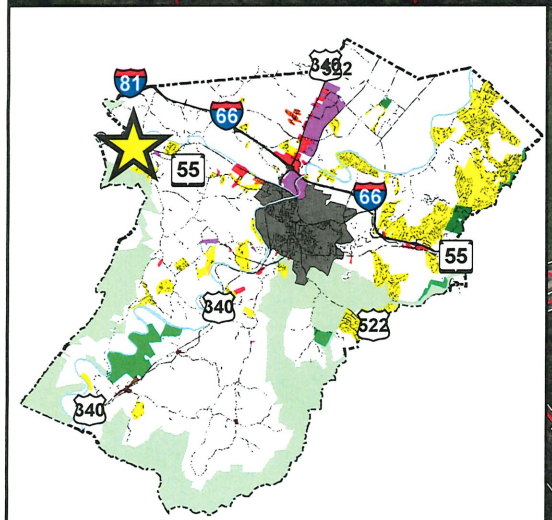
CUP Location Map

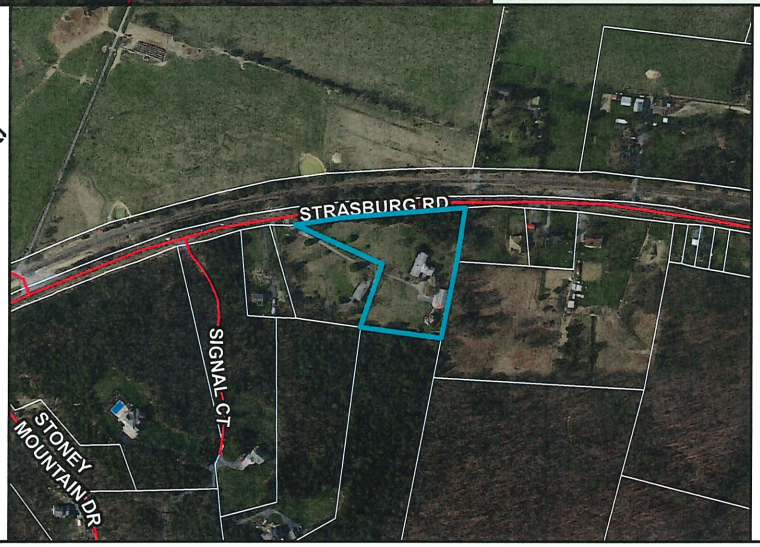
CUP: Chapel
Applicant: David Sudlow

TM 9--------48C1
6435 STRASBURG RD









Zoning

- Agricultural
- Commercial
- Industrial
- Residential One
- Residential Two
- Suburban Residential
- Village Residential
- Rural Residential
- Right of Way
- Front Royal
- Federal Land
- State Land
- Water
- VOF Conservation Easements
- WC Conservation Easements

Map produced by
Warren County GIS 2020
Department of Planning

COUNTY OF WARREN, VIRGINIA
BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
1/19/2021	K-4	Conditional Use Permit #2020-10-03 David & Nita Sudlow *Guesthouse*	1 of 2

EXPLANATION & SUMMARY:

See attached application and staff report.

General standards/conditions. In addition to the specific standards set forth hereinafter with regard to particular conditional uses, all such uses shall satisfy the following general standards:

(1) The proposed use at the specified location shall be in harmony with the adopted Comprehensive Plan.

(2) The proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.

(3) The proposed use shall be such that it will be harmonious with and will not adversely affect the use or development of neighboring properties in accordance with the applicable zoning district regulations and the adopted Comprehensive Plan. The location, size and height of buildings, structures, walls and fences and the nature and extent of screening, buffering and landscaping shall be such that the use will not hinder or discourage the appropriate development and use of adjacent or nearby land and/or buildings or impair the value thereof.

(4) The proposed use shall be such that pedestrian and vehicular traffic associated with such use will not be hazardous or in conflict with the existing and anticipated traffic in the area.

(5) Adequate utility, drainage, parking, loading and other necessary facilities to serve the proposed use shall be provided.

(6) In determining whether or not to grant a permit and in determining conditions to be imposed, the governing body shall take into consideration the objectives and intent of this chapter and may impose reasonable conditions that:

- (a) Abate or restrict noise, smoke, dust or other elements that may affect surrounding properties.
- (b) Establish setback, side and front yard requirements necessary for orderly expansion and to prevent traffic congestion.
- (c) Provide for adequate parking and ingress and egress to public streets or roads.
- (d) Provide adjoining property with a buffer or shield from view of the proposed use if such use is considered to be detrimental to adjoining property.
- (e) Prevent such use from changing the character and established pattern of development of the community.

After proper advertisement and a public hearing by the Planning Commission, the application has been forwarded to the Board of Supervisors recommending approval with the following conditions:

1. The guesthouse shall not be used for full-time occupancy.

2. This accessory dwelling shall not be used for commercial rental or leasing of rooms for compensation of any kind.

3. The applicant shall comply with all Warren County Building Inspections and Warren County Health Department regulations and requirements including Building Code requirements for a smoke and fire detector system.

4. The applicant shall have a condition placed on the deed at the time of transfer of the property to a new owner that this is a non-commercial guesthouse and the rental or leasing of the dwelling for monetary compensation is prohibited and that it is limited to part-time occupancy up to six months in a calendar year.

Motion to Approve:

Mr. Henry moved to forward this application to the Board of Supervisors, recommending approval with the conditions listed above. The motion was seconded by Mr. Kersjes, and approved by the Planning Commission by a vote of 5-0.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors approve the conditional use permit request of David and Nita Sudlow for a guesthouse with the conditions as recommended by the Planning Commission and staff.

OR

I move that the Board of Supervisors deny the conditional use permit request of David and Nita Sudlow for a guesthouse (list reasons).

SUBMITTED BY:	**DISPOSITION OF BOARD:**	**PROCESSED BY:**
Matt Wendling, CFM Planner II	☐ **APPROVED** ☐ **OTHER (Describe)**	

Conditional Use Permit: 2020-10-03 / Guesthouse
David & Nita Sudlow, *Current Owner/Applicant*
Staff Report for the Planning Commission
Prepared: October 14th, 2020 **Revised: October 16th, 2020**
Staff Contact: Matt Wendling, Planner II/County Floodplain Manager MPW

SUMMARY OF REQUEST

The applicant is requesting a conditional use permit for a guesthouse. The applicants have renovated a small horse barn as an office and workshop; they would like to include an additional bedroom in the structure in order for family and friends to stay in during visits. In 2013 the applicants were approved for a building permit #459-2013 for a 2nd floor attic and roof to be installed, a final inspection was completed according the records of the Building Inspections Department. The structure currently has an outstanding electrical permit and will need a plumbing permit for a bathroom. They had soil work recently done in order to install an upgraded septic system that meets the Virginia Department of Health requirements. They have stated that there will be no commercial renting of the structure. The structure is located in the southeast corner of the property adjacent to the garage (proposed chapel) to the north, see attached sketch plan.

PROPERTY INFORMATION

Property Location: 6435 Strasburg Rd.
Tax Map ID: #9---48C 1
Magisterial District: Fork
Subdivision: Myer Subdivision

City: Strasburg (mailing address)
Zoning: Agricultural (A)
Acres: 3.31
Existing Land Use: Single-Family Dwelling - Garage

SURROUNDING ZONING DISTRICTS & USES

North: Agricultural (A) — Use: Pasture
South: Agricultural (A) — Use: Forest - Woodlands
East: Agricultural (A) — Use: Single Family Dwelling - Pasture
West: Agricultural (A) — Use: Single Family Dwelling

PROPERTY HISTORY

This property has not had any previous Conditional Use Permits issued for uses in the Agricultural (A) zoning district. As stated in the summary the property was issued a building permit in 2013 to add a second-floor attic, roof and two porches to the existing barn. The plans show that the lower floor was to be used as a combination workshop, bathroom and storage area. The upstairs is to be used as a bedroom suite with office.

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The request is compatible with Code Section §180-21, indicating district regulations in the Agricultural (A) zoning district. A guesthouse is permitted under this section as a Conditional Use granted by the Board of Supervisors.

PROPOSAL

The Warren County Zoning Ordinance §180-8 defines a *"Guesthouse"* as *"A Dwelling or lodging units for temporary nonpaying guests. No such quarters shall be rented, leased or otherwise made available for compensation of any kind. A guesthouse may be constructed and used prior to the construction of the principal dwelling. The principal dwelling, however, must be completed within five years from the date of issuance of a certificate of occupancy for the guesthouse."* And a *"Single-Family Dwelling"* as *"A building containing one dwelling unit and meeting the standards of the Virginia Uniform Statewide Building Code for a one-family dwelling but not to include "manufactured homes" as defined in this chapter."*

SUPPLEMENTARY REGULATIONS FOR GUESTHOUSES

There are no supplemental regulations in the Warren County Zoning Ordinance for a guesthouse. Warren County Code Section §180-11.B for Location of Structures states in part: *"Erection of more than one principal structure on a lot. In all residential and agricultural districts only one principal structure, housing a use permitted by right, may be erected on a single lot...."*

SEWAGE DISPOSAL

The property currently has a septic system approved for five (5) bedrooms and six (6) occupants and was approved with a minor modification permit in 2006 to install a building sewer to connect a detached garage proposed to be used as a chapel. An On-Site Soil Evaluator (OSE) has submitted an application for a separate sewage system to the Warren County Health Department which was denied by them due to the requirement for conditional use permit for the use from the Board of Supervisors.

RECOMMENDED CONDITIONS

Planning Staff is recommending the following conditions be added to this conditional use permit if the Planning Commission chooses to recommend approval of this permit to the Board of Supervisors. Please note that additional conditions may be added after all agency comments have been received, prior to the Planning Commission public hearing.

1. The guesthouse shall not be used for full-time occupancy.

2. This accessory dwelling shall not be used for commercial rental or leasing of rooms for compensation of any kind.

3. The applicant shall comply with all Warren County Building Inspections and Warren County Health Department regulations and requirements including Building Code requirements for a smoke and fire detector system.

4. The applicant shall have a condition placed on the deed at the time of transfer of the property to a new owner that this is a non-commercial guesthouse and the rental or leasing of the dwelling for monetary compensation is prohibited and that it is limited to part-time occupancy up to six months in a calendar year.

Cc: David & Nita Sudlow, *Owners/Applicants*

Statement of Justification

for

Conditional Use Permit

David and Nita Sudlow, 6435 Strasburg Road, Warren County.

Introduction

David and Nita Sudlow request a Conditional Use Permit (CUP) for the subject property to allow an existing structure and building renovation began in 2013 to include a one bedroom guest space. This renovation was of a small horse barn for the purpose of an office and workshop. The proposed bedroom space is for visiting family and friends and is not for commercial purposes, such as a B & B or any other type of rental.

The subject property is currently used as the Applicants' family residence that includes a five bedroom single dwelling, a garage and the said office/workshop building along with two small outbuildings. The property consists of a single 3.31 acre parcel situated on the south side of Strasburg Road about 1.3 miles East from the Shenandoah River bridge and the western border of Warren County. Tax Map Number: 9-42 C 2. The property and the surrounding properties are currently zoned "Agriculture" and lie within the Fork District.

Justification

The Applicants believe that the requested CUP modification will be justified by all of the required findings prescribed in the Warren County Department of Planning regarding land use management ordinances. The proposed one bedroom use added to the designated office / workshop use of the building will have an upgraded septic system. Hadley Environmental Services (HES) has submitted a "Commonwealth of Virginia Application for Sewage System" on July 27, 2020 to the Warren County Health Department. The application was denied on August

20. 2020 due to the need of a Conditional Use Permit from the Warren County Planning and Zoning Department before they can approve a construction permit. "If a CUP is approved, a 100% reserve drain-field area must be provided per Ch. 179-3 Code of Warren County." HES will continue with the project and work with the Health Department to comply with all applicable provisions of the Virginia Sewage Handling & Disposal Regulations.

Property Buffing

NORTH. The property North boundary entirely borders Strasburg Road for a distance of approximately 600'. It has a large embankment with a tree-line creating an elevation and landscape buffer that blocks most of the property including the bedroom building. On the North side of Strasburg Road the entire area, including the entire frontage of the subject property is comprised of large pasture acreage used for raising cattle.

EAST. The property line on the East side of the property runs from Strasburg Road for a depth of 453' and is comprised of two bordering properties. The rear of the existing garage and proposed chapel building is on the South East side of the Applicant property line. It borders with the 6233 Strasburg Road property for 277' and is buffered by trees and pasture land. The bedroom building has a 29 foot setback from the property line.

The North East, 6275 Strasburg Road property borders the Applicants property for approximately 175' beginning at Strasburg Road. The chapel building is 101' south of the nearest corner of this property line. In addition, it is hardly visible to the residence on this property due to distance, trees and lower elevation of the house located on the most eastern side of the property.

SOUTH. The entire 296' property line on the south side of the property borders the 153 Signal Court property. It has an abundant landscape screening and distance buffer from the residence provided by dense forest coupled with a higher elevation. The residence is on the most southern end of this 8.8 acre lot. The nearest corner of the bedroom building is 33 feet north of the property line.

Other non-bordering properties to the South West also have more than sufficient landscape screening, elevation and distance buffering.

WEST. The front of the chapel building faces west to an adjoining 2 acre lot with the address of 6443 Strasburg Road. This is the property of Waltraud Hielscher and is co-owned by the Applicants. The property line is not straight and creates an irregular depth measurement of the west side of the property. Its path is approximately 615' from the SW corner to the NW corner on Strasburg Road. This property provides a full buffer to the next property in line to the west. In addition, it also is a buffer of the bedroom building and much of the property for East bound traffic on Strasburg Road. The bedroom building is 300+ feet east.

The Applicants believe the current Buffer Zones of Distance Buffers and Landscape Screening sufficiently meet the Warren County Code 180-18 for Screening and Buffer Zones required for 'Agriculture' zoned land.

Maintaining Value of Surrounding Properties

The existing land use is well established in the neighborhood, and integral to it. The property's essential value is its purpose derived by the 'Agriculture Zoning' and mountain vistas in a rural setting. This includes historic Signal Knob and the close by Shenandoah River. This purpose will not be diminished in any way by the improvements to the property. The proposed project will conserve the existing vegetation on all sides of the bedroom building and the property. For this reason, the Applicants believe the addition to the property of a family and guest bedroom will maintain and enhance the value of all contiguous property.

Summary Statement

The Applicants believe that approval of this CUP request is justified by all the required findings prescribed in the Warren County Comprehensive Plan and further believe that these findings are supported by the materials contained in our CUP application, including the written evidence as presented herein.

WCCUP-000080-2020

WARREN COUNTY
CONDITIONAL USE PERMIT APPLICATION

Application Number: 2020-10-03
Date Received: 9/25/2020
Fee Amount: $ 500.00
Date Paid: 9/25/2020

Applicant Information:

DAVID & NITA SUBLOW
Applicant Name

6435 Strasburg Rd., STRASBURG, VA. 22657
Address *City* *State* *Zip*

Property Location for conditional use permit if Different than Applicant's Address

Primary Contact Number *Email*

540-660-1667 Testmaker@gmail.com
Property Owner (if same as applicant, leave blank)

Address *City* *State* *Zip*

Primary Contact Number

Respectfully request that a determination be made by the Warren County Planning Commission and Board of Supervisors on the following request for a Conditional Use Permit for the property described below.

A. Property Information:

(1) Address/Location: 6435 Strasburg Rd., Strasburg (Warren Co.)
(2) Election District: FORK
(3) Tax Map Number: 9-48 C LOT 2 (Lot 1)
(4) Subdivision Name: "Subdivision of the James A & Nellie C. Myer
(5) Total Area of Property (acres): 3.31
(6) Total Area to be Used (acres): Existing Building
(7) Total Road Frontage (feet): 600'
(8) Depth of Property (feet): East 453' / West 615'
(9) Present Zoning: Agriculture

B. Proposed Use of Property

(1) State the proposed use(s) for the Conditional Use Permit: Family/Guest Room

(2) Current land use and condition of site: ~~Agriculture~~ Residence/Good Condition

(3) Zoning of surrounding land/property: Agriculture

(4) Will development be staged? ☐ Yes ☑ No

(5) Construction Time: Six months

(6) Season, days, and hours of operation: 24/7/365 Occasional Use

(7) Will there be a sign? ☐ Yes ☑ No
(If yes, please submit a sketch of the sign(s) showing size and shape and the sign permit check list with this application.)

(8) Has there been any prior application for a conditional use permit/variance for this property? (If yes, enter the permit number and/or name, date of action, action taken by the Planning Commission, Board of Zoning Appeals and/or Board of Supervisors and a description of the request.) YES, David H. Sudlow for Construction Permit Approved - May 17, 2001 ID # 37042

(9) Number of full time employees: N/A

(10) What type of sewage disposal system will be used? ☑ Private ☐ Central ☐ Public

(11) Number of persons to be served by the sewage disposal system: 2

(12) Number of parking spaces to be provided: Regular 18 Handicap 1

(13) What is the proposed landscaping and buffering for this property? See - Justification doc.

C. Plans Prepared By

Name: David + Nith Sudlow

Address:

Telephone Number:

D. Environmental Information

(1) Will this proposed use adversely impact the community of the environment? (If yes, what are the adverse impact(s) and what is proposed to solve these adverse impacts?)

NO

(2) Will there be any debris generated from the activity? (If yes, where and in what manner will the debris be stored and how and where will it be disposed of?) _____

N/A

(3) Will any potentially hazardous substances be used and/or stored on the property? (If yes, list the substances, their use and disposal of containers and substance residues.) _____

N/A

(4) List any potentially hazardous emissions including, but not limited to: fumes, gases, smoke noise, liquid effluent, waste water, dust, and state what measures will be used to control these emissions. Septic Water

(5) Will there be any electrical or electronic activity which will interfere with local communications or telephone, television or radio reception? (If yes, describe the type of activity and potential interference.) _____

N/A

(6) What will be the impact on traffic? _____

N/A

(7) Will exterior lighting be used? (If yes, state the number of lights and the wattage of each. A lighting plan or lighting contour map may be required to show the nearest candle power as measured at ground level. _____

N/A

The following documents and/or information are required to be submitted with the application:

☑ **An application fee of ~~$500.00.~~** $200.-
Make payable to the Treasurer of Warren County. A non-refundable fee of $500.00 will be required at the time of submittal.

☑ **A Statement of Justification**
This printed or typed statement is to be addressed to the Warren County Planning Commission. It is to summarize your proposed use and highlight any aspects of the request which are not addressed in the application form. Please note, the statement is required to be on 8 ½ x 11 size paper.

☑ **A Site Plan/Survey.**
Your site plan should show the property boundaries, existing or proposed structure(s), adjacent roads, and any other pertinent information which would help outline your proposed use. A recent survey with the proposed uses/structures located on it will serve as a site plan for the purposes of this permit. The Planning Director, Planning Commission and/or the Board of Supervisors reserve the right to ask for an engineered site plan, if they deem it necessary for evaluation of the proposed conditional use permit.

☑ **Sewage Disposal and Well Site.**
Location of the existing or proposed septic system & drainfield and the well site are to be indicated on the survey or central/public connection location.

☑ **A copy of the deed to the property verifying the current ownership.**
A copy may be obtained at the Warren County Courthouse, Circuit Clerk's Office.

☑ **A statement verifying that real estate taxes have been paid.**
This may be obtained from the Treasurer's Office in Suite 800 of the Warren County Government Center.

☑ **Environmental and Community Impact Statements**
The Planning Director, the Planning Commission, and\or the Board of Supervisors reserve the right to ask for an environmental and\or community impact statements, prepared by a certified engineer or other person qualified to perform such work, if they deem it necessary for evaluation of the proposed request.

☑ **List of chemicals stored on the site**
A complete list of chemicals to be stored on the site in the form of an oath/statement for Industrial zoned properties only.

☑ **Location Map**
A map clearly legible, showing the location of the proposed project in relation to surrounding publicly maintained roads and showing the use of surrounding properties. County staff can assist in obtaining this information.

☑ **Directions to your property from the Warren County Government Center.**

6.8 miles West on Strasburg Rd.
from Route 522 at Riverton.

I/we the undersigned, do hereby respectfully agree to comply with any conditions required by the Board of Supervisors of the County of Warren, Virginia, and authorize the County personnel to go upon the property for the purpose of making site inspections. Expenses incurred in securing professional assistance in connection with the review of this application for a Conditional Use Permit, shall be charged to the applicant.

Applicant Signature Date 9/25/20

Property Owner Signature Date

Accepted by: _____ Date: _____

PLEASE NOTE: If the required documents are not provided and/or the application is incomplete, your application will not be placed on the Planning Commission Agenda.

NOTES

Lord Fairfax Health District
Warren County Health Department
465 West 15th Street, Suite 200
Front Royal, Virginia 22630
Tel. (540) 635-3159 ~ Fax (540) 635-9698
www.vdh.virginia.gov

LORD FAIRFAX HEALTH DISTRICT

VDH VIRGINIA DEPARTMENT OF HEALTH
Protecting You and Your Environment

October 19, 2020

Taryn G. Logan, Planning Director
County of Warren - Department of Planning
220 North Commerce Avenue, Suite 400
Front Royal, Virginia 22630

RE: Request for comments for Conditional Use Permit – 2020-10-03
6435 Strasburg Rd. Strasburg, VA 22657
Tax Map# 9-48C, Lot 1

Dear Ms. Logan,

I have reviewed your request for comments for the CUP for the proposed Guest House to be located at the referenced property and offer the following comments;

The applicant has hired a licensed OSE to evaluate the property to determine proper sewage disposal for a proposed chapel and a separate living unit. The proposal is to modify an existing onsite sewage system that is currently serving the dwelling identified as 6435 Strasburg Rd. This sewage system is approved as a Conditional, Five (5) Bedrooms, Six (6) occupants, 450 gallons per day maximum design. A Minor Modification Permit was issued in 2006 to install a building sewer to connect a detached garage that is to be used as the chapel to the existing sewage system. This modification was inspected an approved by this office on November 6, 2006. The OSE is proposing to incorporate a TL-3 treatment unit into the current design. With this addition, the maximum design flow for the sewage system will increase to 995 gallons per day maximum and change the system from a conventional to an Alternative Onsite Sewage System (AOSS). The main dwelling will remain a five bedroom structure but the occupancy can increase to eight person or a 600 gallons per day maximum flow. The proposed AOSS can accommodate an additional 245 gallons per day or 49 people at 5 gallons per person per day for the proposed chapel. The proposed AOSS can also accommodate and additional 150 gallons per day or a 1 bedroom, 2 occupant separate living unit. This office has reviewed the soil data and OSE proposal and no outstanding issues are noted. The existing 50% reserve area is changing to a 100% reserve area by requiring TL-3 treatment and drip irrigation dispersal when installed.

This property is served by an existing Class IIIC private well. There will not be 15 service connections but it appears with the proposed chapel/49 people, there is a potential for at least 25 of the same persons to have access to drinking water for more than six months out of the year. The applicant should contact Virginia Department of Health - Office of Drinking Water, Culpeper Field Office at (540) 829-7340 to inquire about whether approval for a public water well is required.

Respectfully,

Jim Davis, REHS
Environmental Health Supervisor

Matt Wendling

From: David Beahm
Sent: Thursday, October 1, 2020 2:32 PM
To: Taryn Logan
Cc: Matt Wendling; Paula Fristoe
Subject: Request for Comments 2020-10-03 – David and Anita Sudlow – Conditional Use Permit for Guest House – WCCUP-000080-2020

Comments 2020-10-03 – David and Anita Sudlow – Conditional Use Permit for Guest House

- Erosion and Sediment Control Items:
  - There does not appear to being any land disturbance at this time and therefore nothing would be required. If this is not the case, the normal submission would be required.

- Building Inspections Items:
  - The building that is apparently being requested in this CUP did have a building permit applied for and completed (459-2013).
    - The permit application indicated that it was to add a second-floor attic, roof and two porched to an existing barn.
    - The plans indicated that the first floor was to be used as a workshop and the second-floor was to be used as a storage area.
  - This request would require all permits be applied for to change the current use (workshop and storage) to the requested use (guesthouse). Permits required, but not limited to, would be building, electrical, mechanical.
  - It should be noted that it was found during this work that an assembly space (what appeared to be a church setting) was present in one of the buildings. This will be looked into further given that a second request for a CUP is being considered currently.

If anything should change in the scope additional requirements may be required.

Respectfully,

Warren County Building Inspections

David C. Beahm, CBO
Building Official

220 North Commerce A
Sui
Front Royal, VA

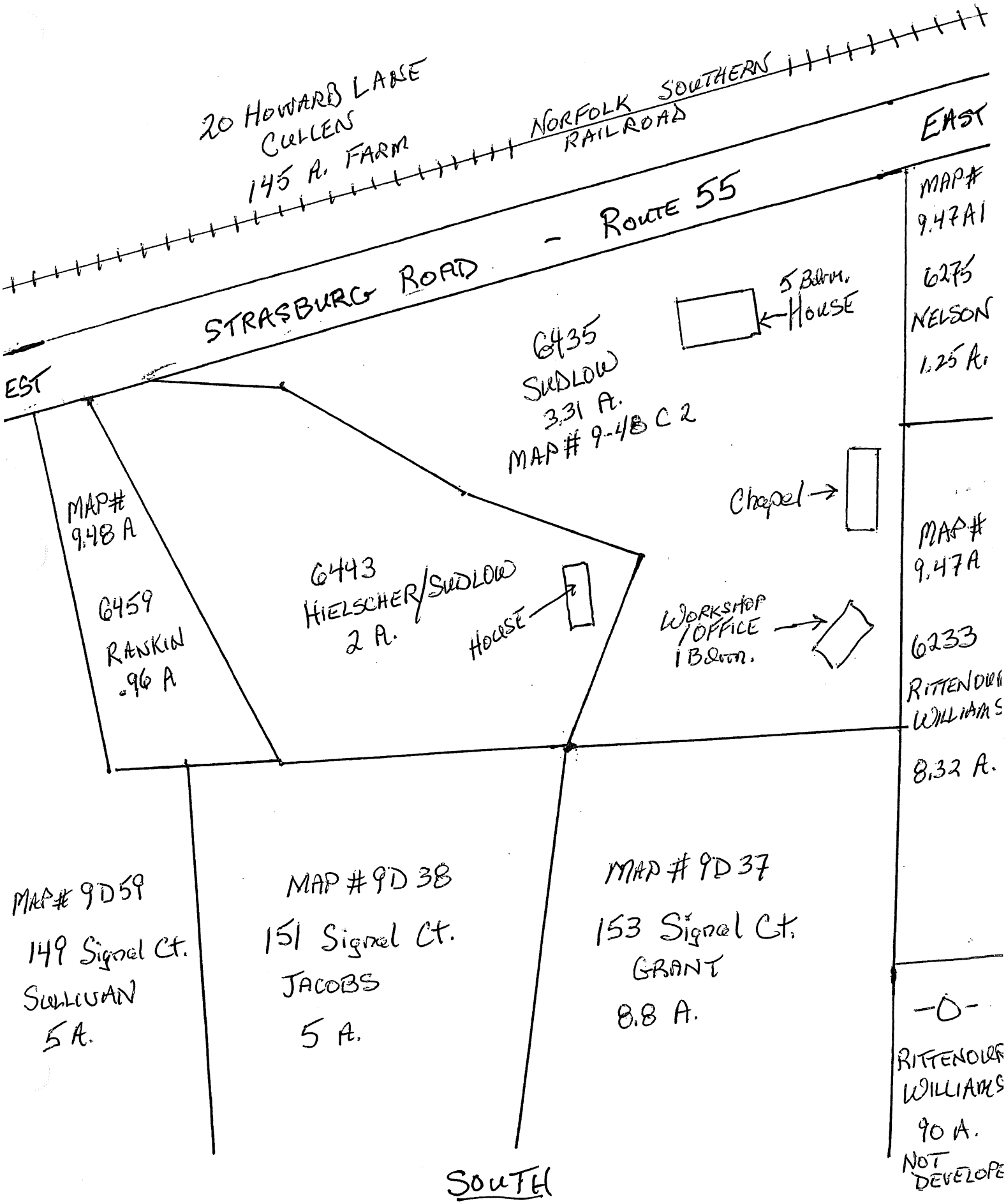
540/636
FAX 540/636

dbeahm@warrencountyva.net

www.warrencountyva.net

THIS MESSAGE IS INTENDED SOLELY FOR THE INDIVIDUAL(S) NAMED IN THE HEADER. THIS MESSAGE MAY CONTAIN MATERIAL THAT IS PRIVILEGED OR CONFIDENTIAL. IF YOU ARE NOT ONE OF THE INTENDED RECIPIENTS, PLEASE DO NOT READ, COPY, USE, OR DISCLOSE THIS MESSAGE TO OTHERS; PLEASE NOTIFY THE SENDER BY REPLYING TO THIS MESSAGE; AND THEN PLEASE DELETE THIS MESSAGE FROM YOUR SYSTEM. THANK YOU.

LOCATION MAP

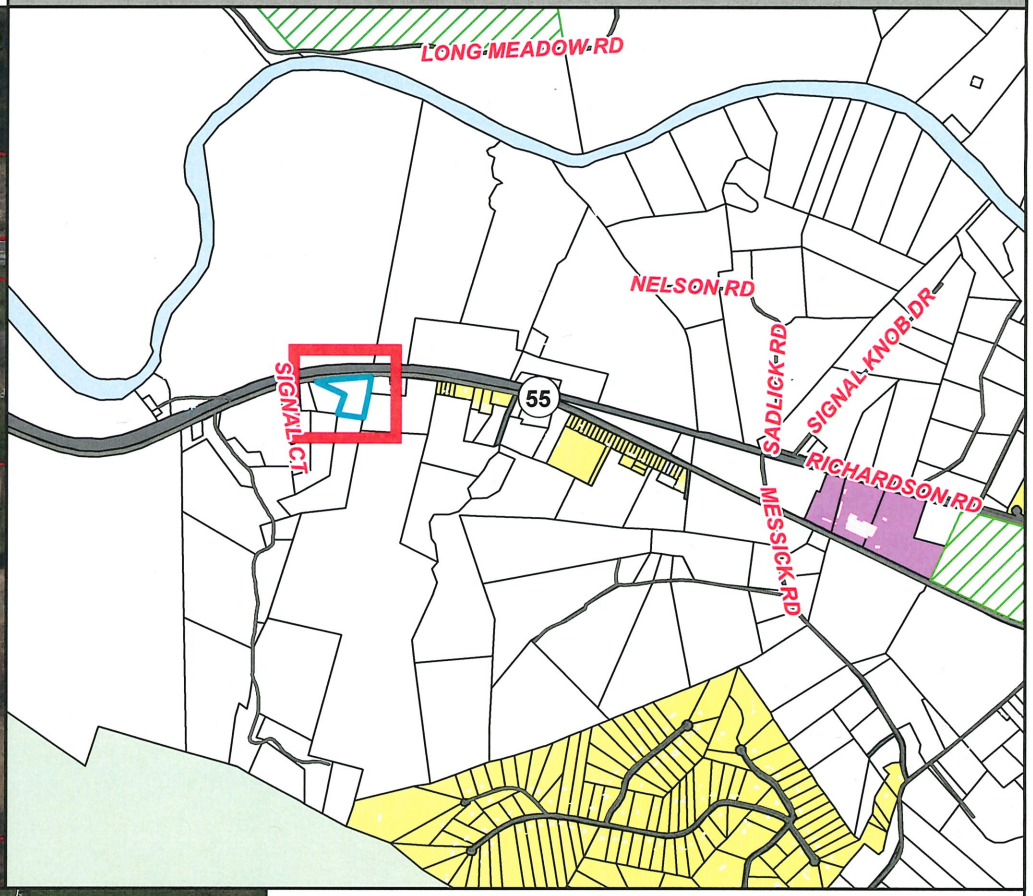


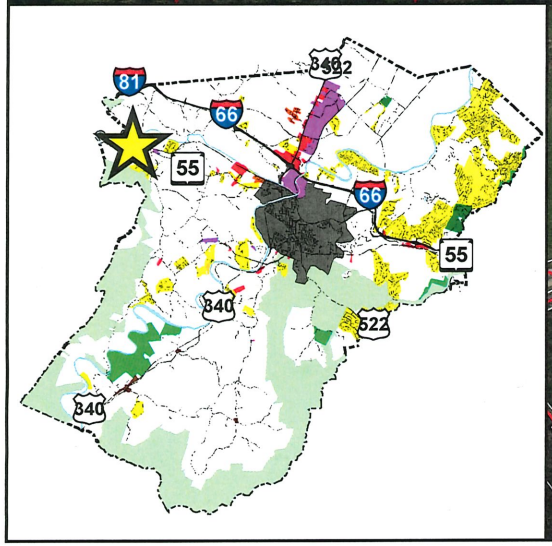
Warren County VA

CUP Location Map

CUP: Chapel
Applicant: David Sudlow

TM 9--------48C1
6435 STRASBURG RD





Zoning

- Agricultural
- Commercial
- Industrial
- Residential One
- Residential Two
- Suburban Residential
- Village Residential
- Rural Residential
- Right of Way
- Front Royal
- Federal Land
- State Land
- Water
- VOF Conservation Easements
- WC Conservation Easements

Map produced by
Warren County GIS 2020
Department of Planning

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF 1
January 19, 2021	**K-5**	Public Hearing – Proposed Lease of County-Owned Property at the Front Royal/Warren County Airport	

EXPLANATION & SUMMARY:

Silent Falcon UAS wishes to enter into a 10-year lease for $500 per month for space at the County's maintenance hangar at the Front Royal/Warren County Airport. The company will assemble, test, launch and recover unmanned aerial vehicles (UAVs) from the airport in concert with the other tenants and aircraft at the airport. Along with offsite office space nearby, the company will establish its eastern U.S. Headquarters, R&D and Manufacturing operations here in Warren County. The company projects 249 jobs and over $6,000,000 in capital investment for this project.

COST & FINANCING:

The County will receive $500.00 per month, or $6,000.00 per year for the space. Over ten years, the $60,000 in rents along with the additional tax revenue will bolster the County coffers, and the County will have an improved hangar facility at the airport that will remain County owned.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors approve the proposed lease of County-owned property located at 229 Stokes Airport Road, Front Royal to Silent Falcon UAS.

OR

I move that the Board of Supervisors not approve the proposed lease of County-owned property located at 229 Stokes Airport Road, Front Royal to Silent Falcon UAS

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Doug Parsons, Executive Director of the EDA		

LAND LEASE AND AGREEMENT

This Land Lease and Agreement ("Lease") is made this 5th day of October, 2020, by and between WARREN COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the "County") and SILENT FALCON UAS TECHNOLOGIES, LLC ("Tenant").

Recitals

1. The County is the owner of the Front Royal-Warren County Airport (the "Airport"), a general aviation reliever airport located at 229 Stokes Airport Road (Route 615) in Front Royal, Virginia.

2. Tenant desires to lease a parcel of land and hangar at the Airport described more particularly below as the "Premises".

3. The County is agreeable to leasing the Premises to Tenant along with non-exclusive privileges to use air navigation facilities at the Airport subject to the terms and conditions set forth herein, which are acceptable to Tenant.

NOW THEREFORE, in consideration of the mutual covenants, conditions, and agreements set out below, the sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1
DEMISE, DESCRIPTION, AND USE OF PREMISES

A. The County leases to Tenant and Tenant leases from the County, a parcel of land containing approximately 10,000 square feet along with all improvements thereon (the "Premises") for Tenant's exclusive use for the operation, assembly, deployment, parking, storage, maintenance, and re-fueling of their private unmanned aircraft as well as vehicular parking, possible offices, access by Tenant, and potential future expansion, as more particularly described in the drawings (Plot Plan, Building Sketch and Exhibit 1-4 Front Royal-Warren County Airport Hangers) attached collectively as Attachment 1.

B. Tenant shall have the non-exclusive right to use all air navigation facilities at the Airport including but not limited to the landing field, runways, taxiways, aprons, floodlights, landing lights, signals, beacons, aids, and other conveniences for flying, landing and take-off of aircraft. Tenant expressly acknowledges and agrees that the County is not granting Tenant an exclusive right to such navigation facilities and that Tenant's use shall be in common with others in accordance with Section 308 of the Federal Aviation Act.

C. Tenant agrees to conduct all permitted uses of the Premises and air navigation facilities in strict compliance with all applicable local, state, and federal rules, laws, and regulations, including, but not limited to, 14 C.F.R. Part 107, Airport Minimum Standards and Rules and Regulations, and regulations of the Federal Aviation Administration ("FAA"), as applicable.

D. Tenant agrees that it has procured all licenses, permits, or other like permission required to lawfully conduct or engage in any right, privilege, or use of the Premises or air navigation facilities allowed by this Lease; that it will procure any additional licenses,

permits, or like permission required by law during the term of this Lease; and that it will keep such licenses, permits, and permissions in full force and effect during the term of this Lease.

E. In accordance with FAA Order 5190.6B and, upon written request from Tenant, the County agrees to permit Tenant to bulk store fuel for the self-fueling of aircraft subject to the terms and conditions delineated in Attachment 2.

SECTION 2
TERM

This Lease shall be for a 10-year term which shall commence on December 1, 2020, and expire on November 30, 2030. At the expiration of the 10-year term, Tenant shall have the option to renew for one 5-year renewal term upon 90 days' written notice to the County. Rent for the renewal term shall be calculated as provided below in Section 3. The improvements constructed on the Premises shall become the sole property of the County at no cost at the expiration of the term or renewal term, as applicable.

SECTION 3
RENT

Rent for the first 36 months of the term shall be $500.00 per month payable to the County by Tenant in advance on the first day of each month without deduction or offset. Tenant agrees to pay a late payment fee of 5% for any rent not paid within 10 business days of the due date.

Rent shall be adjusted effective December 1, 2023, December 1, 2026, and December 1, 2029, (each a "Rent Change Date) based on the percentage increase, for the 36 months ending each preceding November (the "Reference Period"), in the Consumer Price Index for All Urban Consumers ("CPI-U"), U.S. City Average, all items (1982-1984=100). The adjusted rent shall be calculated by (1) multiplying the existing rent by the percentage increase in the CPI-U during the Reference Period, (2) rounding the product to the nearest one-hundredth, and (3) adding the result to the existing rent. Rent adjustments shall be subject to a ceiling of 10% of the then current rent. There shall be no rent adjustment if there is either no change or a decrease in the CPI-U during the Reference Period.

SECTION 4
ABANDONMENT OF PREMISES

Tenant shall not vacate or abandon the Premises at any time during this Lease. If Tenant abandons, vacates, or surrenders the Premises, or is dispossessed by process of law, or otherwise, any personal property belonging to Tenant and left on the Premises shall be deemed to be abandoned. Vacating the Premises for six consecutive months shall constitute abandonment if Tenant is not otherwise in default; provided that any time during which the Airport is closed shall not be considered as part of the six-month period.

SECTION 5

RESERVATION OF RIGHTS BY THE COUNTY

Notwithstanding anything herein to the contrary, the County reserves the right to:

A. Inspect the Premises upon reasonable notice to Tenant. Reasonable notice shall be 24 hours except in the event of an emergency.

B. Develop or improve the Airport as the County sees fit without interference from Tenant.

C. Close any Airport facility for purposes of maintenance, repairs, construction, and expansion or for the safety of the general public after written notice to Tenant.

D. Enter into an agreement with the United States relative to the development of the Airport and its facilities.

E. Take any action necessary to protect the aerial approaches to the Airport against obstructions and to prohibit and prevent Tenant from erecting or permitting to be erecting any building or other structure which limits the usefulness of the Airport or constitutes a hazard to aircraft or navigation systems.

F. Grant the same rights and privileges as granted to Tenant to any other person, firm, or corporation upon similar terms and conditions, but which shall at the same time be observant of any rights and privileges granted herein to Tenant to be used in common with others.

SECTION 6
SUBLETTING AND ASSIGNMENT

A. Tenant may sublet the Premises in whole or in part with the County's prior written consent, which consent shall not be unreasonably withheld. The making of any sublease shall not release Tenant from, or otherwise affect in any manner, any of Tenant's obligations under this Lease.

B. Tenant shall not assign or transfer this Lease, or any interest in this Lease, without the prior, express and written consent of the County, which consent shall not unreasonably be withheld. Any consent to an assignment shall not be deemed to be consent to any subsequent assignment. Any assignment without consent shall be void and of no effect, and shall, at the option of the County, terminate this Lease.

C. Neither this Lease nor the leasehold estate of Tenant nor any interest of Tenant under this Lease in the Premises or any buildings or improvements on the Premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever. Any such attempted involuntary assignment, transfer, or sale shall be void and of no effect and shall, at the option of the County, terminate this Lease.

SECTION 7
NOTICES

A. All notices, demands, or other writings referenced in this Lease shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified or registered and postage prepaid, and addressed as follows:

TO THE COUNTY: County Administrator
Front Royal-Warren County Airport
220 North Commerce Avenue
Front Royal, Virginia 22630

TO TENANT: Silent Falcon UAS TECHNOLOGIES, LLC
Attn: Grant Bishop
3003 Westhurst Lane
Oakton, Virginia 22124 87113

B. The addresses listed above may be changed by written notice.

SECTION 8
TAXES AND ASSESSMENTS

Tenant shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, charges, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged, or imposed (collectively "Taxes and Other Charges"), or which may become a lien or charge on or against the Premises, or any part of the Premises, the leasehold of Tenant in and under this Lease, the Premises described in this Lease, any building or buildings, or any other improvements now or hereafter on the Premises, or on or against Tenant's estate created by this Lease that may be a subject of taxation, or on or against the County by reason of its ownership of the fee underlying this Lease, during the entire term of this Lease. Tenant shall provide the County, within 45 days after such Taxes and Others Charges become due, receipts reflecting that all such Taxes and Other Charges have been paid in full.

SECTION 9
CONSTRUCTION OF NEW BUILDING

A. All plans and specifications for any new building or other structure to be erected on the Premises shall comply with the requirements of the Airport Regulations and shall be submitted to the County for its written approval of the plans and specifications, which approval shall not be unreasonably withheld. Any new construction must be coordinated with the FAA.

B. The plans and specifications for any new building or structure to be erected on the Premises shall be submitted to the County Department of Planning and Zoning with a copy to the County Administrator. The County shall respond promptly to Tenant's submission and

request for approval. Tenant shall make changes to the plans and specifications as reasonably required by the County.

C. Once the plans and specifications have been approved in writing by the County, Tenant shall begin construction and shall have 180 days from the date of such written notice of approval of the plans and specifications within which to complete construction and obtain an occupancy permit from the County Building Official. For good cause shown by Tenant, this time may be extended by the County.

D. Failure to meet the foregoing deadlines by Tenant, plus any extensions granted by the County, shall constitute an event of default under this Lease and shall entitle the County to terminate this Lease. However, should Tenant fail to meet a deadline due to circumstances beyond Tenant's control, Tenant may request an extension of the deadline. All construction shall be consistent in style and quality to the existing corporate hangars constructed at the Airport by the County and shall contain a minimum of 10,000 square feet of hangar space.

E. Tenant shall have the right to make such alterations, improvements, and changes to any building constructed by Tenant on the Premises as Tenant may deem necessary, or to replace any such building with a new one of at least equal value, provided that, prior to making any structural alterations, improvements, or changes, or to replacing any building, Tenant shall first obtain the County's written approval of plans and specifications therefor, which approval the County shall not unreasonably withhold. The process for obtaining County approval shall be the same as set forth in Subsections A-D above.

F. Upon the expiration of the term of this Lease, all buildings constructed by Tenant on the Premises, and all alterations, improvements, changes, or additions made in or to the Premises, shall become, without compensation to Tenant, the property of the County free and clear of all claims to or against them by Tenant or third parties, and Tenant shall defend and indemnify the County against all liability and loss arising from such claim.

SECTION 10
REPAIRS AND DESTRUCTION OF IMPROVEMENTS

A. Tenant shall, throughout the term of this Lease, at its own cost, and without any expense to the County, keep and maintain the Premises, including all buildings and improvements of every kind that may be a part of the Premises, and all appurtenances to the Premises, in good, sanitary, and neat order, condition, and repair; and, except as specifically provided in this Lease, shall restore and rehabilitate any improvements of any kind that may be destroyed or damaged by fire, casualty, or any other cause whatsoever. Tenant shall maintain the Premises and all improvements in good condition as reasonably determined by the County. Without in any way limiting the foregoing, Tenant shall provide grass mowing, reasonable shrubbery maintenance and shrubbery replacement (if required), adequate surface drainage, and parking spaces appurtenant to the improvements on the Premises. Tenant shall not commit, or suffer to be committed, any waste or any nuisance on the Premises. If there is any dispute concerning the standards of maintenance, the determination of the County Administrator shall be final.

B. The County shall not be obligated to make any repairs, replacements, or renewals of any kind, nature, or description, whatsoever to the Premises or any buildings or improvements on the Premises.

C. The damage, destruction, or partial destruction of any building or other improvement that is a part of the Premises shall not release Tenant from any obligation under this Lease, except as expressly provided below. In case of damage to or destruction of any such building or replacement of it, Tenant shall, at its own expense, promptly (allowing for a reasonable period to adjust insurance claims) repair and restore it to a condition as good or better than that which existed prior to the damage or destruction. If such damage or destruction is in part caused by the acts or omissions of the County or the County's agents, contractors, or subcontractors, then Tenant will have no obligation to repair or restore the Premises until a mutually satisfactory agreement has been reached with the County and the County's insurers, regarding payment for such repairs or restoration. Notwithstanding the foregoing, in the event of the loss or destruction of all or any portion of the improvements on the Premises, Tenant may, with the written consent of the County, turn over all of Tenant's insurance proceeds on the damaged property and terminate this Lease.

SECTION 11
UTILITIES

A. Tenant shall fully and promptly pay for all electric, water, gas, trash removal, heat, light, power, telephone service, and other utilities of every kind furnished to the Premises at any time and throughout the term of this Lease, and all other costs and expenses of every kind whatsoever of or in connection with the use, operation, and maintenance of the Premises and all activities conducted on the Premises, and the County shall have no responsibility of any kind for any such utilities.

B. Tenant shall obtain electric service in its own name upon commencement of this Lease.

C. In the event Tenant connects to the County's water or sewage system or other utilities, the connection fee shall be set by the County in advance. Monthly charges for water and sewage shall be at the prevailing rates charged by the County.

SECTION 12
LIENS

A. Tenant shall keep all and every part of the Premises and all buildings and other improvements at any time located on the Premises free and clear of any and all mechanics', material suppliers', and other liens for, or arising out of, or in connection with work or labor done, services performed, or materials or appliances used or furnished for, or in connection with any operations of Tenant, any alteration, improvement, or repairs or additions that Tenant may make or permit or cause to be made, or any work or construction, by, for, or permitted by Tenant.

Tenant shall at all times promptly and fully pay and discharge any and all claims on which any such lien may or could be based, and to indemnify the County and all of the Premises and all buildings and improvements on the Premises from and against any and all such liens and claims of liens and suits or other proceedings pertaining to the Premises.

B. Tenant shall give the County no less than 30 days' written notice in advance of the commencement of any major construction, alteration, addition, improvement, or repair to the Premises.

C. If Tenant desires to contest any lien for utility charges, it shall notify the County of its intention to do so within 10 days after the filing of the lien. In that case, and provided that Tenant shall on demand protect the County by a good and sufficient surety bond against any lien and any cost, liability, or damage arising out of such contest, Tenant shall not be in default under this Lease until 10 days after the final determination of the validity of the lien, within which time Tenant shall satisfy and discharge the lien to the extent held valid. However, the satisfaction and discharge of any lien shall not, in any case, be delayed until execution is had on any judgment rendered on the lien, and such delay shall be a default of Tenant under this Lease.

D. In the event of any such contest, Tenant shall protect and indemnify the County against any and all loss, expense, including reasonable attorney's fees incurred, and damage or any kind resulting from the contest.

SECTION 13
INDEMNIFICATION

A. Unless caused by the act or omission of the County or the County's agents or employees, the County shall not be liable for any loss, injury, death, or damage to persons or property that at any time may be suffered or sustained by Tenant or by any person whomsoever who may at any time be using or occupying or visiting the Premises or be in, on, or about the Premises.

B. Tenant shall indemnify the County against any and all claims, liability, loss, damage, or costs, including reasonable attorney's fees incurred, whatsoever on account of any act or omission of Tenant, or its agents, employees, invitees, or guests including, without limitation, all claims, liability, losses, damages, or costs, including reasonable attorney's fees, that arise out of or are in any way related to Tenant's maintenance or operation of the Facility. Tenant's obligations pursuant to this section shall survive any termination of this Lease with respect to any act, omission or occurrence which took place prior to such termination.

SECTION 14
REDELIVERY OF PREMISES

At the expiration or earlier termination of this Lease, Tenant shall peaceably and quietly quit and surrender to the County the Premises in good order and condition subject to the other

provisions of this Lease.

SECTION 15
REMEDIES CUMULATIVE

All remedies conferred on the parties to this Lease shall be deemed cumulative and not exclusive of any other remedy conferred by law.

SECTION 16
INSURANCE

A. Tenant shall, at all times during the term of this Lease and at its sole expense, keep all improvements and personal property that are now or hereafter a part of the Premises insured against loss or damage by fire and the extended coverage hazards for the full replacement value of the improvements and personal property.

B. Tenant shall maintain in effect throughout the term of this Lease the following insurance coverages:

General Liability:	$5,000,000
Automobile Insurance:	$1,000,000
Workers Comp:	Virginia statutory requirements

C. Tenant's insurance shall insure Tenant against all liability under this Lease as well as liability imposed by law. All policies must name the County and Airport Commission as Additional Insureds, and must contain provisions preventing cancellation, non-renewal or expiration unless written Notice is given to the County at least 30 days in advance. Amounts of coverage required under this provision may be adjusted at the request of the Tenant provided the County's Risk Manager or advisor to the County on insurance matters and the FAA, if applicable, is satisfied that such adjustment fully protects the County and the general public.

D. All of the policies of insurance referred to in this section shall be in a form reasonably satisfactory to the County and by insurance companies qualified to do business in Virginia and reasonably satisfactory to the County. Tenant shall pay all of the premiums for insurance and deliver policies, or certificates of policies, to the County on an annual basis. In the event of the failure of Tenant either to effect insurance in the names called for in this Lease or to pay the premiums for the insurance or to deliver the policies, or certificates of the policies, to the County, the County shall be entitled, but shall have no obligation, to effect such insurance and pay the premiums for the insurance, which premiums shall be repayable to the County with the next installment of rent by Tenant.

SECTION 17

PROHIBITION OF INVOLUNTARY ASSIGNMENT; EFFECT OF BANKRUPTCY OR INSOLVENCY

A. Neither this Lease nor any interest of Tenant under this Lease in the Premises or in the building or improvements on the Premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever (except through statutory merger or consolidation, or devise, or intestate succession); any attempt at involuntary assignment, transfer, or sale shall be void and of no effect.

B. Without limiting the generality of the provisions of the preceding Subsection A, Tenant agrees that, in the event any proceedings under the Bankruptcy Act commenced by or against Tenant, and, if against Tenant, the proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan, or reorganization, or in the event Tenant is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceeding or action to which Tenant is a party, with authority to take possession or control of the Premises or the business conducted on the Premises by Tenant, and such receiver is not discharged within a period of 180 days after their appointment, any such event or any involuntary assignment prohibited by the provisions of Subsection A shall be deemed to constitute a breach of this Lease by Tenant and shall, at the election of the County, but not otherwise, without notice or entry or other action of the County, terminate this Lease, and also all rights of Tenant under this Lease and in and to the Premises, and also all rights of any and all persons claiming under Tenant.

SECTION 18
NOTICE OF DEFAULT

A. Except as provided herein, the County shall give Tenant written notice of default in the payment of rent and Tenant shall have 15 days after such notice has been given to cure such default. This Lease may be terminated by the County if Tenant is late in the payment of its rent and receives late notices from the County on three or more occasions in any one calendar year.

B. For all other defaults under this Lease, the County shall give Tenant written notice specifying the nature of the default and describing any act acted needed to cure the default. The County may terminate this Lease if Tenant fails to cure the default within 45 days after notice is given or, in the case of a default which cannot be cured within 45 days, fails to promptly initiate significant efforts to cure the default and diligently pursue those efforts.

C. Notwithstanding the foregoing, in the event the County finds it necessary to give Tenant notice of default, Tenant shall reimburse the County for all expenses and costs, including reasonable attorney's fees, that may be incurred by the County in seeking to have the default cured; and further provided that if the nature of the default is one that, in the reasonable opinion of the County, involves public safety or public health, the County may, but shall be under no obligation to, initiate steps to cure such default. Any costs of expenses reasonably incurred by the County in curing or in attempting to cure such default involving

public safety or health, including its reasonable attorney's fees shall be reimbursed by Tenant to the County.

SECTION 19
DEFAULT

A. Subject to the provisions contained in this Lease, regarding notice and opportunity to cure default, in the event of any breach of this Lease by Tenant, the County, in addition to the other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Premises.

B. Any personal property on the Premises may be removed from the Premises and stored in a public warehouse or elsewhere at the cost and for the account of Tenant. The County shall not be responsible for any loss of or damage to any personal property removed from the Premises and shall be under no obligation to store the same in a public warehouse of other secure or protected location.

C. The County may terminate this Lease in the event that it elects to re-enter the Premises, as provided in this Lease, or it takes possession pursuant to legal proceedings or pursuant to any notice provided for by law.

D. No re-entry or taking possession of the Premises by the County shall be construed as an election on the part of the County to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination of this Lease is decreed by a court of competent jurisdiction.

SECTION 20
COUNTY RIGHT TO PERFORM

A. In the event that Tenant, by failing or neglecting to do or perform any act or thing required by this Lease for a period of 45 days after written notice from the County specifying the nature of the act or thing to be done or performed without Tenant's having initiated and diligently pursued efforts to cure the default, then the County may, but shall not be required to, do or perform or cause to be done or performed such act or thing (entering on the Premises for such purposes, if the County shall so elect), and the County shall not be, or be held, liable or in any way responsible for any loss, inconvenience, annoyance, or damage resulting to Tenant on account of such election.

B. Tenant shall repay to the County on demand the entire expense incurred on account of such election, including compensation to the agents and employees of the County including any attorney or attorneys engaged by the County to provide legal services related to such default.

C. Any act or thing done by the County pursuant to the provisions of this section shall not be or be construed as a waiver of any such default, or as a waiver of any covenant, term, or condition contained in this Lease, or of any other right or remedy of the County, under this

Lease or otherwise.

SECTION 21
SURRENDER OF LEASE

The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation of this Lease, shall not work a merger, and shall, at the option of the County, terminate all or any existing subleases or subtenancies, or may, at the option of the County, operate as an assignment to it of any or all such subleases or subtenancies.

SECTION 22
DISPOSITION OF IMPROVEMENTS ON TERMINATION OF LEASE

On termination of this Lease for any cause, the County shall become the owner of any building or improvements on the Premises.

SECTION 23
WAIVER

A. The waiver or failure by any party to take action with respect to any breach of any term, covenant, or condition contained in this Lease shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant, or condition contained in this Lease.

B. The County's subsequent acceptance of rent under this Lease shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of this Lease, other than the failure of Tenant to pay the particular rent accepted, regardless of the County's knowledge of a preceding breach at the time of acceptance.

SECTION 24
PARTIES BOUND

The covenants and conditions contained in this Lease shall, subject to the provisions as to assignment, transfer, and subletting, apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties to the Lease. All of the parties shall be jointly and severally liable under this Lease.

SECTION 25
TIME OF THE ESSENCE

Time is of the essence to this Lease, and of each and every covenant, term, condition, and provision of this Lease.

SECTION 26

GOVERNING LAW

It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Virginia. Any legal action brought by either party to this Lease and arising out of the performance or non-performance of the terms of this Lease shall be filed and maintained, at the option of the County, either in the Circuit Court of Warren County, Virginia, or in the United States District Court for the Western District of Virginia.

SECTION 27
ENTIRE AGREEMENT

This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party except to the extent incorporated in this Lease.

SECTION 28
MODIFICATION OF AGREEMENT

Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in a writing signed by each party.

SECTION 29
ADDITIONAL DOCUMENTS

The parties agree to execute whatever papers and documents may be reasonably necessary to effectuate the terms of this Lease.

SECTION 30
REPRESENTATION BY COUNSEL

This Lease has been read in its entirety and has been knowingly and voluntarily executed by the parties. County and Tenant each acknowledge that they have had the opportunity to consult with an attorney prior to executing this Lease.

SECTION 31
AUTHORIZATION TO SIGN

The signatories to this Lease represent and warrant that they are authorized to execute this Lease as representatives of the parties.

SECTION 32
AGREEMENT EFFECTIVE

This Lease shall be effective only upon approval by the County's Board of Supervisors and when signed by all parties. In addition, the County may submit this Lease for review and comment to the Virginia Department of Aviation and/or the Federal Aviation Administration.

Changes or modifications necessary for the County to be in compliance with any grant assurances of either agency shall be incorporated into this Lease.

SECTION 33
SUBORDINATION

Notwithstanding anything in this Lease to the contrary, this Lease shall be and is subordinate to the provisions of any existing or future agreement between the County and either the United States Government, or any agency or department thereof, or the Commonwealth of Virginia, or any agency or department thereof, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the expenditure of either Federal or State funds for the development, maintenance, or improvement of the Airport or its operations.

SECTION 34
WARTIME/NATIONAL EMERGENCY PROVISIONS; EMERGENCY LEASE TO OR USE BY UNITED STATES

A. During times of war or national emergency, the County shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease is executed, the provisions of this Lease insofar as they are inconsistent with the provisions of the lease to the Government shall be suspended.

B. All facilities of the Airport developed with Federal financial assistance and all facilities usable for landing and takeoff of aircraft will be available to the United States for use by Government aircraft in common with other aircraft at all times without charge, except if the use by Government aircraft is substantial, a charge may be made for a reasonable share, proportional to such use, of the cost for operating and maintaining the facilities used.

SECTION 35
NON-DISCRIMINATION

Tenant for itself, its personal representative, successors in interest and assignees hereby agree that to the extent it conducts or engages in any aeronautical activity for furnishing services to the public at the Airport, it shall:

(1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof; and

(2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that it may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

SECTION 36
NONEXCLUSIVE RIGHTS

Tenant understands and acknowledges that nothing in this Lease shall be construed as granting or authorizing an exclusive right within the meaning of 49 U.S.C. § 40101(e) and § 47107(a)(4).

SECTION 37
PARTIAL INVALIDITY

If any term or provision of this Lease is declared invalid or unenforceable, all remaining terms and provisions of this Lease shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

The parties have executed this Lease as of the date set forth below:

WARREN COUNTY, VIRGINIA

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form: _____
County Attorney

SILENT FALCON
UAS TECHNOLOGIES, LLC

By: Grant C Bishop

Name: Grant Bishop

Title: President & CEO

Date: 16 Oct 2020

COUNTY OF WARREN, VIRGINIA
BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
January 19, 2021	L	Authorization to Submit Application to the 2020 Assistance to Firefighters Grant Program	1 of 1

EXPLANATION & SUMMARY:

On February 12, 2021, the Warren County Department of Fire and Rescue Services (WCFR) is planning on submitting an application to FEMA's Assistance to Firefighters Grant (AFG) program. The primary goal of the Assistance to Firefighters Grant (AFG) is to meet the firefighting and emergency response needs of fire departments and non-affiliated emergency medical service organizations. Since 2001, AFG has helped firefighters and other first responders obtain critically needed equipment, protective gear, emergency vehicles, training and other resources necessary for protecting the public and emergency personnel from fire and related hazards.

WCFR is planning to apply for funding for seventy (70) sets of personal protective equipment (PPE) in a regional grant application by partnering with its Volunteer Fire and Rescue Departments. This grant opportunity will provide the ability for the Department of Fire and Rescue Services to ensure all PPE worn by its volunteer firefighter meet all NFPA Requirements to ensure the health and safety of the responder. AFG considers a PPE set to consist of the following: coat, pant, suspenders, boots, helmet and 2 pairs each of gloves and hoods.

This process was discussed by the Warren County Chiefs Advisory Committee which voted unanimously to support this grant application and funding request and seek to Board of Supervisors approval to apply for the grant. If awarded, the Department of Fire and Rescue Services will seek to Board of Supervisors approval to accept the grant award from AFG.

COST & FINANCING:

The AFG is a 90% federal funding grant with a local 10% match. Current estimates are the County of Warren would be responsible for a 10% match totaling an estimated $23,458.89. Any matching funds necessary would come from the Departments Fire Programs/Special Projects Fund and not require any new allocations from the Board of Supervisors.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors authorize the Warren County Department of Fire and Rescue Services to submit, on behalf of the County of Warren and its Volunteer Fire and Rescue Stations, an application to FEMA's 2020 Assistance to Firefighters Grant program seeking funding for 70 sets of personal protective equipment.

OR

I move that the Board of Supervisors table the request for further discussion.

SUBMITTED BY:	DISPOSITION OF BOARD:	PROCESSED BY:
James G. Bonzano III, Fire Chief	☐ APPROVED ☐ OTHER (Describe)	

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT	PAGE
January 19, 2021	**M**	Memorandum of Understanding Between the Lord Fairfax Health District and The County of Warren Regarding the Use of County Facilities for the Purpose of Dispensing Medical Countermeasures to Residents, including Mass Vaccination Efforts	1 OF 1

EXPLANATION & SUMMARY:

On January 5, 2021, the Board of Supervisors approved a proposed agreement between Lord Fairfax Health District ("LFHD") and the County regarding the LFHD's use of the Health and Human Service gymnasium for the purpose of administering the COVID vaccinations to residents.

After the January 5th meeting, the County Attorney's Office received the attached Memorandum of Understanding from Leigh Ann Swain, District Administrator for the LFHD. Ms. Swain asked that the County sign the MOU instead of the approved Agreement. The proposed MOU sets forth the LFHD's and the County's responsibilities and provides that LFHD is covered by liability insurance. The Certificate of Liability Coverage is attached.

The term of the MOU is for three years. The MOU may be terminated at any time by either party by giving the other party a 30 day advance written notice.

COST AND FINANCING:

The County will continue to be solely responsible for the utilities of the facilities used for the administration of the COVID vaccine.

SUGGESTED MOTION:

I move that the Board of Supervisors authorize the County Administrator to execute the Memorandum of Understanding Between the Lord Fairfax Health District and County of Warren for the purpose of cooperation and coordination in dispensing medical countermeasures to residents, including mass vaccination efforts.

ALTERNATIVE MOTIONS:

I move that the Board of Supervisors not authorize the County Administrator to execute the Memorandum of Understanding Between the Lord Fairfax Health District and County of Warren for the purpose of cooperation and coordination in dispensing medical countermeasures to residents, including mass vaccination efforts.

OR

I move that the Board of Supervisors postpone this request until _____.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Caitlin W. Jordan, Sr. Assistant County Attorney		

MEMORANDUM OF UNDERSTANDING

Between

THE LORD FAIRFAX HEALTH DISTRICT

And

THE COUNTY OF WARREN

This Memorandum of Understanding (MOU) is made and entered into by and between the Lord Fairfax Health District and the County of Warren for the purpose of cooperation and coordination in dispensing medical countermeasures to residents, including mass vaccination efforts.

WHEREAS, the Lord Fairfax Health District may provide mass vaccination or prophylaxis to the community in response to natural or man-made disasters,

WHEREAS, County of Warren has facilities with large floor space, handicap accessibility, parking, and utilities to serve the community, and

WHEREAS, County of Warren and the Lord Fairfax Health District intend to cooperate and collaborate to serve the community in event of a Public Health Emergency;

NOW THEREFORE, County of Warren and the Lord Fairfax Health District understand and agree to the roles and responsibilities expressed in this agreement.

I. Responsibilities

1. Lord Fairfax Health District Responsibilities

- Shall advise County of Warren officials as soon as possible in the event that their facilities may be required for mass vaccination/prophylaxis.

- Jointly with County of Warren building maintenance officials shall be responsible for ensuring the proper care of the facilities being used and shall maintain proper supervision of facilities during mass vaccination/prophylaxis clinics. The public will have access to designated areas only. Only personnel authorized by the County of Warren or District Health Director will have access to other areas as needed. Jointly completes the Event Data Input Sheet listed as Attachment 2

- Shall be responsible for ensuring that all necessary medical materials required for establishing and operating a mass vaccination/prophylaxis clinic at the designated facilities are provided and shall be responsible for the disposal of all medical waste.

- Shall be responsible for documenting and training all staff and volunteers involved in providing aid in the mass vaccination/prophylaxis clinic.

- Shall be responsible for operational management of the mass vaccination/prophylaxis clinic at the designated facilities.

- Shall provide County of Warren with 24-hour contact information for the assigned Lord Fairfax Health District clinic site manager and Director. The Director or manager shall be the only person in the district authorized to enact the request for use of the facility as a mass vaccination/prophylaxis site. Any changes to contact information for the clinic manager or Director shall be communicated in a timely manner.

2. County of Warren Responsibilities

- Shall be responsible for ensuring that the space provided is free of all hazards and operational and available in the event of need for a mass vaccination/prophylaxis clinic at the designated facilities.

- Shall provide the Lord Fairfax Health District access to the designated facilities to perform mass vaccination/prophylaxis activities at a mutually agreed upon time and date.

- Shall provide the Lord Fairfax Health District with 24-hour contact information for the facility officials and any changes to contact information in a timely manner.

- Shall provide the Lord Fairfax Health District with any changes to the agreed upon designated facility location in a timely manner.

- Shall cover the utility costs (HVAC, water, electricity, phone, fuel, non-medical waste disposal, etc.) incurred during the use of the designated facilities for mass vaccination/prophylaxis.

II. Duration of the Agreement

III. This MOU shall remain in place for three years from the date of execution of the last signature and may be renewed by written agreement of both parties with 90 days' notice prior to its expiration.

The MOU may be terminated at any time, given 30 days advance written notice from either party.

IV. **Entire Agreement:** This MOU contains the entire understanding of the parties regarding subject matter hereof and supersedes all prior agreements, arrangements, and understandings with respect thereto.

V. **Assignment**: This MOU shall not be assignable in whole or in part without the written consent of VDH.

VI. **Insurance**: VDH and its employees and agents are covered by the Commonwealth of Virginia Public Liability Risk Management Plan. A certificate of liability coverage is attached as Attachment 1.

VII. **Sovereign Immunity:** Nothing in this MOU shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia. Nothing in this MOU shall be construed as a provision of liability protection to or indemnification of County of Warren by the VDH or the Commonwealth of Virginia.

VIII. **Governing Law:** This MOU shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.

IX. **No Third Party Beneficiaries.** Nothing expressed or implied in this MOU is intended or shall be construed to confer any rights or remedies upon any person not a party to this MOU.

X. **Availability of Funds:** The parties are bound under the terms of this MOU only to the extent funds are available to perform its obligations hereunder.

Points of Contact
For County of Warren*:*
Brandy Rosser 540-636-4600

For Lord Fairfax Health District*:*
Leigh Ann Sweeney 540-771-3569

XI. **Agreed to,** by the undersigned,

_____
Edwin C. Daley, Interim County Administrator Date:

X_____
Dr. Colin M. Greene, Health Director Date:
Lord Fairfax Health District

Attachment 1

CERTIFICATE OF LIABILITY COVERAGE

Administered by
Commonwealth of Virginia
Department of the Treasury
Division of Risk Management
PO Box 1879
Richmond, VA 23218-1879

ISSUED TO:	**The Entity listed on the attached MOA** and all interested parties
AUTHORITY:	§ 2.2-1837, Code of Virginia and the Commonwealth of Virginia Risk Management Plan
COVERAGE PERIOD:	Continuous, effective December 27,2020
PURPOSE:	Verification of liability coverage for activities of The Virginia Department of Health its employees, and authorized agents as it relates to COVID-19 Related Vaccinations and Services
COVERAGE:	Tort Liability, including Medical Malpractice and Automobile Liability
LIMITS:	$100,000 for tort claims against the Commonwealth and $2,000,000 for claims, other than medical malpractice claims, against officers, employees, and agents of the Commonwealth. For malpractice claims against health care providers, the limit is the amount set forth in § 8.01-581.15, Code of Virginia.

This document is for information purposes only. It does not alter the Code of Virginia or any provisions of the Commonwealth of Virginia Risk Management Plan.

Attachment 2:

Social Distancing, Parking, Facility, Security, Space, Equipment, and Materials at Event Data Input Sheet.

I. **<u>Social Distancing (6' apart) and proper facemasks</u> must be complied with during the event. This need and event flow will be controlled by** Lord Fairfax Health District.

II. **<u>Parking Control</u>, set-up and signage during the event will be controlled by** Lord Fairfax Health District.

1. Total number of parking spaces: 125 / 6 handicap
2. Overflow parking? (Y/N): Y

III. **<u>Security at the Event</u> will be provided and controlled by** Lord Fairfax Health District.

IV. **<u>Physical Event Space</u>:**

1. Room or location within facility: Gymnasium

- Size: 9,025 sq ft.
- Number of electrical outlets: 8 - Gym, 4 - Halls
- Plumbing (Y/N): Y
- Restrooms close by (Y/N): Y
- Smaller rooms close by (Y/N): N/A
  - If yes, number of rooms: ____

2. Room / Location Set-up and Equipment Availability

- The physical event space will be set-up by Lord Fairfax Health District
- The physical event space will be returned to the original condition after the event by County of Warren or Lord Fairfax Health District
- The number of available tables: 10
- The number of available chairs: 30
- The number of available privacy screens: 0
  - Other available items or equipment

Type:	Number
N/A	

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF 1
January 19, 2021	N	2021 Board/Committee Assignments	

EXPLANATION & SUMMARY:

The following committee assignments have been proposed for 2021:

1. Agricultural District Advisory Committee (Cheryl Cullers)
2. Airport Commission (Archie Fox)
3. Building Committee (Archie Fox and Cheryl Cullers)
4. Community Policy & Management Team (Cheryl Cullers)
5. Emergency Management Director (Chair of the Board)
6. Front Royal Golf Club Advisory Committee (Tony Carter)
7. Northern Shenandoah Valley Regional Commission (Cheryl Cullers and Delores Oates with Taryn Logan as alternate)
8. Parks & Recreation Commission (Tony Carter)
9. People, Inc. Board (Tony Carter)
10. RSW Regional Jail Committee (Delores Oates with Cheryl Cullers as Alternate)
11. Samuels Public Library Board (Delores Oates)
12. Town/County Liaison Committee (Chair/Board Members Rotate)
13. Warren County Personnel Committee (All Board Members)
14. Warren County Sanitation Authority (All Board Members)
15. Warren County Solid Waste Advisory Committee (Cheryl Cullers)
16. Warren County Well & Septic Appeals Board (Tony Carter with Cheryl Cullers as Alternate)
17. Winchester Regional Airport Authority (Archie Fox)
18. Fire and Rescue Chiefs Advisory Committee (Cheryl Cullers)
19. Front Royal-Warren County Joint Tourism Committee (_____ with _____ as Alternate)

COST & FINANCING: N/A

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors make the 2021 Board/Committee assignments as presented.

OR

I move that the Board of Supervisors make the 2021 Board/Committee assignments with the following changes:

_____

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Edwin C. Daley, Interim County Administrator		