



AGENDA

Board of Supervisors Meeting

July 19, 2022

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. Adoption of Resolution re: Special Recognition of Reginald “Reggie” Cassagnol
- D. Public Comment Period (60 Minute Time Limit)
- E. Appropriations and Transfers
- F. Approval of Accounts
- G. Reports – Board Members, County Administrator, County Attorney
- H. Approval of Minutes
 - a. Regular Meeting of June 28, 2022
 - b. Special Meeting of June 30, 2022

UNFINISHED BUSINESS

- I. Sale of County-Owned Property Located at 30 E Jackson Street – Alisa Scott

NEW BUSINESS

- J. Consent Agenda
 - 1. Designation of Chris Brock as Deputy Zoning Administrator – Matt Wendling
 - 2. PH2022-07-01, Pump and Haul Permit Request of Dwight Messick – Matt Wendling
 - 3. Appropriation Request of Warren County Public Schools – Dr. Chris Ballenger
 - 4. Appointment(s) to the Front Royal-Warren County Tourism Board – Taryn Logan
 - 5. Appointment(s) to the Osprey Lane Sanitary District Advisory Committee – Michael Coffelt
 - 6. Resolution to Establish the Hardsurface Improvement Project Rating System Policy – Mike Berry
 - 7. Resolution Approving the Issuance of Debt by the Winchester Regional Airport Authority – Ed Daley

8. Approval of Statement of Work with CivicPlus for CivicClerk Electronic Agenda Management System – Alisa Scott/Emily Ciarrocchi
 9. FY 2022-2023 Pay Increases – Jane Meadows
 10. ALS (Advanced Life Saving) Pay Incentive FY 2021-2022 Funding – Jane Meadows
 11. Amendment to Warren County Personnel Policy, Section 7.3(g, h, and i), Overtime Pay and Holidays – Jane Meadows
 12. Request to Approve the First Amendment to Site License Agreement with Shentel – Caitlin Jordan
 13. Job Order Contract Award for the Senior Center Renovation – Alisa Scott
 14. Cooperative Contract Award: Six E911 (Dispatch) Console Replacements for the Warren County Sheriff's Office – Alisa Scott
- K. Closed Session – Virginia Freedom of Information Act
1. Section 2.2-3711(A)(1) Personnel
 2. Section 2.2-3711(A)(3) Disposition of Publicly Held Real Property
- L. Additional New Business (If needed)
- M. Adjournment



DATE	ITEM	SUBJECT:	PAGE 1 OF
July 19, 2022	C	Resolution Honoring Reggie Cassagnol	
<u>EXPLANATION & SUMMARY:</u>			
Attached is a resolution honoring Reginald “Reggie” Cassagnol, retired Airport Manager, for his service to the Front Royal-Warren County Airport for thirty (30) years.			
<u>COST & FINANCING:</u> N/A			
<u>PROPOSED OR SUGGESTED MOTION:</u>			
I move that the Board of Supervisors adopt the proposed resolution honoring Reginald “Reggie” Cassagnol for his dedicated years of service to the Front Royal-Warren County Airport.			
SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)		PROCESSED BY:
Edwin C. Daley, County Administrator			

RESOLUTION



***of the Board of Supervisors of Warren County Honoring
Reginald Cassagnol, Airport Manager, Front Royal-Warren County Airport***

WHEREAS *Reginald Cassagnol* worked as the Airport Manager for the Front Royal-Warren County Airport for thirty years; and

WHEREAS *Reginald Cassagnol* was responsible for airport operations, managing hangar tenants, record-keeping, managing multiple aviation services, buildings and grounds maintenance, and excellent communications with the aviation community as well as the Front Royal and Warren County community; and

WHEREAS *Reginald Cassagnol* served the Airport Commission, the County of Warren and the Front Royal-Warren County community equally while fostering a passion of all things aviation and a curiosity for adventure that is a mantra of the Front Royal/Warren County Airport and Warren County Airport Commission; and

WHEREAS *Reginald Cassagnol* retired as the Airport Manager of the Front Royal-Warren County Airport in 2020; and

NOW, THEREFORE, BE IT RESOLVED that the Warren County Board of Supervisors expresses its sincere appreciation to ***Reginald Cassagnol*** for the outstanding service which he unselfishly gave on behalf of the citizens of Warren County for 30 years; and

BE IT FURTHER RESOLVED that the Warren County Board of Supervisors holds ***Reginald Cassagnol*** in the highest esteem and repeatedly demonstrated his commitment to the Front Royal-Warren County Airport; and

BE IT FINALLY RESOLVED that the Warren County Board of Supervisors and the Front Royal-Warren County Airport Commission extend to the family of ***Reginald Cassagnol*** their deep personal appreciation and sincere gratitude for his dedicated efforts on behalf of the community for the benefit of all its citizens.

Adopted this 19th day of July 2022

Cheryl L. Cullers, Chair
Board of Supervisors
County of Warren, Virginia

Attest:

Dr. Edwin C. Daley, Clerk
Board of Supervisors
County of Warren, Virginia

Fiscal Year 2021-2022 Budget Appropriations and Transfers

	Dept/Fund	Tran/App	Description	Amount	Source
1	Finance	Appr.	The Purpose of this form is to appropriate funding from the American Rescue Plan Act to fund the Chester Gap VFD Staffing Agreement payment submitted on 5/18/22	\$41,335	ARPA
2	Finance	Appr.	The purpose of this form is to appropriate \$343,600 to the School Capital Improvement Fund from the County's General Fund Balance. After the audited report for FY20 was presented, the BOS approved \$1,000,000 to be kept in reserve for future School Capital Projects. This budget form will appropriate \$343,600 of that funding for use on the Blue Ridge Technical Center Roof Replacement	\$687,200	School Capital Improvement Fun
3	Parks and Rec	Appr.	Transfer of donated funds by The Community Foundation for Avtex Shelter picnic table.	\$1,032	Donation
4	Sheriff's Office	Appr.	To Appropriate reimbursement from VDEM Grant for goods and services paid with budget funds	\$2,543	Grant
5	Sheriff's Office	Appr.	To appropriate extradition reimbursements from travel expenses incurred to pick up fugitives	\$3,885	Reimbursements
6	Circuit Court	Transfer	To Balance the year end budget	\$3,103	Operating Budget
7	Clerk of Circuit Court	Transfer	To Balance the year end budget	\$8,307	Operating Budget
8	Juvenile and Domestic Court	Transfer	To Balance the year end budget	\$2,240	Operating Budget



Warren County Delinquent Tax Collections Monthly Report

Month: June 2022

<u>Pond Law Group:</u>	\$4,776.65
<u>TACS:</u>	\$13,258.72

TOTAL: **\$18,035.37**

Pond total for 2022:	\$50,455.88
TACS total for 2022:	\$42,931.56

Cumulative total for 2022: **\$93,387.44**

Grand Total for 2016:	\$251,948.77
Grand Total for 2017:	\$523,039.78
Grand Total for 2018:	\$431,438.35
Grand Total for 2019:	\$307,386.55
Grand Total for 2020:	\$148,238.27
Grand Total for 2021:	\$218,732.30

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
10/16/2019	381643	\$118,603.44
10/31/2019	977717TE1	\$117,023.95
10/31/2019	977717TE2	\$6,565.00
11/25/2019	383016	\$175,313.87
11/30/2019	977842TE1	\$11,124.92
11/30/2019	977842TE2	\$6,340.00
12/18/2019	312341	\$866.25
12/23/2019	387536	\$124,817.89
12/31/2019	977957TE1	\$9,086.18
12/31/2019	977957TE2	\$6,340.00
1/13/2020	392047	\$127,679.15
1/22/2020	315265	\$2,706.17
1/31/2020	978125TE1	\$9,281.19
1/31/2020	978125TE2	\$6,490.00
2/13/2020	318900	\$1,175.25
2/20/2020	369533	\$158,751.64
2/29/2020	978239TE1	\$9,357.94
2/29/2020	978239TE2	\$6,490.00
3/13/2020	401012	\$136,835.52
3/31/2020	978318T	\$452.79
3/31/2020	978318TE1	\$9,102.94
3/31/2020	978318TE2	\$6,490.00
4/14/2020	415506	\$119,235.96
4/15/2020	79425	\$2,400.00
4/30/2020	978401TE	\$10,778.38
5/14/2020	423245	\$135,843.50
5/31/2020	978486TE	\$11,319.00
6/17/2020	427726	\$127,987.84
6/30/2020	978571TE	\$11,067.78
7/16/2020	428985	\$130,183.76
7/20/2020	337536	\$566.18
7/31/2020	978676TE	\$10,298.52

Halasz Reporting & Video

Superior Document Services

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Superior Document Services

Superior Document Services

Planet Depos

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Scott Insurance

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Superior Document Services

Planet Depos

Superior Document Services

Sands Anderson		
Date	Invoice #	Amount
8/7/2020	433530	\$133,312.50
8/15/2020	345192	\$1,120.75
8/31/2020	978747	\$9,984.77
9/18/2020	442067	\$138,075.97
9/30/2020	978847	\$9,739.77
10/7/2020	356355	\$397.50
10/15/2020	443408	\$117,141.00
10/31/2020	978915	\$9,801.20
11/17/2020	448352	\$120,209.55
11/25/2020	N/A	\$10,000.00
12/7/2020	CINV-011172	\$5,412.68
12/12/2020	35371	\$706.00
12/14/2020	P0100158271	\$10,166.20
12/17/2020	453266	\$113,966.75
1/13/2021	457980	\$113,124.75
1/19/2021	CINV-011784	\$15,481.96
1/28/2021	DR40982	\$3,651.37
2/2/2021	CINV-012445	\$30,542.84
2/9/2021	339456	\$1,227.05
2/9/2021	339457	\$641.50
2/17/2021	462742	\$133,253.39
2/23/2021	387076	\$309.75
3/1/2021	P0100169085	\$9,189.30
3/11/2021	P0100172805	\$9,114.30
3/12/2021	467623	\$130,648.00
4/9/2021	P0100176976	\$9,039.30
4/15/2021	472461	\$134,955.15
4/15/2021	398691	\$1,480.55
4/15/2021	398695	\$918.75
4/22/2021	398718	\$695.60
4/22/2021	398721	\$500.00
4/22/2021	402022	\$344.50
5/5/2021	401658	\$739.05
5/6/2021	405174	\$641.50
5/10/2021	16260	\$1,034.00
5/12/2021	P0100183367	\$8,719.30
5/13/2021	407073	\$394.00
5/13/2021	404491	\$437.50
5/13/2021	404493	\$595.85
5/13/2021	477247	\$127,060.37
5/14/2021	404412	\$1,873.45
5/14/2021	404406	\$1,062.50

Planet Depos

Superior Document Services

Superior Document Services

Planet Depos

Superior Document Services

Planet Depos

Retainer for Experts for Mediation

Mediation Consultant Invoice

Courier One

KLDiscovery (formerly Superior Document Services)

Mediation Consultant Invoice

The McCammon Group

Mediation Consultant Invoice

Planet Depos

Planet Depos

Planet Depos

KLDiscovery (formerly Superior Document Services)

KLDiscovery (formerly Superior Document Services)

KLDiscovery (formerly Superior Document Services)

Planet Depos

Planet Depos

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Planet Depos

Rudiger, Green & Kerns

KLDiscovery (formerly Superior Document Services)

Planet Depos

Planet Depos

Planet Depos

Planet Depos

Sands Anderson		
Date	Invoice #	Amount
5/14/2021	405166	\$790.00
6/4/2021	409309	\$931.25
6/10/2021	P0100188099	\$8,754.30
6/15/2021	482033	\$133,365.05
6/16/2021	N/A	\$52,000.00
7/9/2021	420879	\$350.00
7/15/2021	P0100193199	\$8,679.30
7/22/2021	486778	\$128,239.06
8/6/2021	427284	\$1,561.25
8/6/2021	427280	\$839.50
8/12/2021	P0100197486	\$9,619.30
8/23/2021	P0100198232	\$9,659.30
9/3/2021	432329	\$786.00
9/10/2021	P0100202487	\$8,762.20
9/17/2021	496211	\$120,505.13
10/11/2021	P0100205568	\$9,379.50
10/25/2021	446049	\$1,200.60
10/25/2021	446050	\$641.50
10/26/2021	500972	\$126,954.16
11/1/2021	143233	\$878.00
11/9/2021	P0100211273	\$8,514.50
11/18/2021	505498	\$130,168.18
11/18/2021	451074	\$1,208.95
11/18/2021	451076	\$740.50
12/9/2021	P0100214091	\$8,414.50
12/22/2021	509983	\$115,486.18
1/12/2022	465717	\$442.50
1/13/2022	514569	\$102,870.55
1/24/2022	1025	\$11,550.00
1/25/2022	P0100219963	\$8,414.50
1/25/2022	144545	\$708.00
1/31/2022	469046	\$851.25
2/16/2022	P0100224185	\$8,214.50
2/25/2022	522325	\$103,634.09

Planet Depos

Planet Depos

KLDiscovery (formerly Superior Document Services)

Payment to MoveOn8, LLC Bankruptcy Trustee

Planet Depos

KLDiscovery (formerly Superior Document Services)

Planet Depos

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KLDiscovery (formerly Superior Document Services)

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KLDiscovery (formerly Superior Document Services)

Planet Depos

Planet Depos

Planet Depos

Casamo Court Reporting

KLDiscovery (formerly Superior Document Services)

Planet Depos

Planet Depos

KLDiscovery (formerly Superior Document Services)

Planet Depos

Commonwealth Power

KLDiscovery (formerly Superior Document Services)

Casamo Court Reporting

Planet Depos

KLDiscovery (formerly Superior Document Services)

Start of New Billing Process

<i>Dated</i>	<i>Invoice #</i>	<i>Amount</i>	<i>Vendor</i>	<i>Received</i>
3/9/2022	523678	\$14,805.25		
3/9/2022	523681	\$19,232.50		
3/9/2022	523682	\$20,481.50		
3/9/2022	523683	\$1,400.50		
3/9/2022	523684	\$447.00		

Sands Anderson		
Date	Invoice #	Amount
3/10/2022	P0100228360	\$8,444.50
3/17/2022	145439	\$997.25
4/4/2022	145399	\$1,052.00
4/5/2022	485781	\$395.00
4/13/2022	P0100232553	\$9,540.70
4/15/2022	532254	\$39,560.00
4/15/2022	532255	\$876.50
4/15/2022	532256	\$17,467.50
4/15/2022	532257	\$162.00
4/15/2022	532258	\$25,469.49
4/19/2022	489694	\$1,067.40
4/27/2022	490141	\$2,009.65
4/29/2022	492845	\$692.75
5/12/2022	533661	\$17,616.23
5/12/2022	533664	\$29,592.00
5/12/2022	533665	\$41,241.50
5/12/2022	533666	\$138.00
12/22/2021	144118	\$609.35
12/27/2021	144125	\$661.75
3/21/2022	145480	\$875.28
3/30/2022	145676	\$426.49
6/3/2022	538383	\$22,123.24
6/3/2022	538386	\$34,692.00
6/3/2022	538387	\$41,280.00
5/31/2022	54831	\$130.00
6/8/2022	500211	\$1,211.50
6/9/2022	P0100240864	\$10,010.00
6/23/2022	505080	\$593.50
7/8/2022	543087	\$48,324.20
7/8/2022	543090	\$24,457.50
7/8/2022	543091	\$52,460.50
Balance		\$5,463,206.31

REVENUE REPORT

DESCRIPTION	FY 2018 - 2019 ACTUAL	FY 2019 - 2020 ACTUAL	FY 2020 - 2021 ACTUAL	PRIOR YEAR ACTUAL TO DATE	FY 2021 - 2022 APPR AMOUNT	FY 2021 - 2022 COLLECTED Y-T-D	% FY 2021-22 COLLECTED	DIFFERENCE CURRENT TO PRIOR YR
** GENERAL FUND **								
GENERAL PROPERTY TAXES								
11010 Real Estate Taxes	28,409,845	32,067,392	29,736,257	15,683,469	31,183,001	31,370,484	100.60%	15,687,015
11020 Public Service Tax	6,026,139	7,000,793	6,846,454	3,508,218	6,600,000	5,686,086	86.15%	2,177,868
11030 Personal Property Tax	16,855,760	16,475,911	19,025,836	13,561,240	18,408,000	21,637,518	117.54%	8,076,278
11040 Machinery & Tools Tax	1,734,980	1,575,439	2,201,349	1,297,824	1,809,000	1,766,554	97.65%	468,730
11050 Mineral Rights	3,087	3,281	1,783	1,783	3,000	3,464	115.45%	1,681
11060 Penalties and Interest	905,562	871,424	982,603	868,953	1,000,000	1,084,295	108.43%	215,343
* SUBTOTAL *	53,935,373	57,994,240	58,794,282	34,921,487	59,003,001	61,548,402	104.31%	26,626,915
OTHER LOCAL TAXES								
12010 Local Sales, Use, Communications	3,925,330	4,575,698	4,309,845	4,337,465	5,880,000	6,255,500	106.39%	1,918,035
12020 Utility Tax	735,999	741,898	684,710	628,888	760,000	700,167	92.13%	71,279
12030 Business License	830,981	977,124	1,149,077	1,122,129	1,000,000	1,284,563	128.46%	162,434
12040 Recordation Taxes (Grantee)	481,619	650,593	859,490	956,123	740,000	879,913	118.91%	(76,210)
12050 Motor Vehicle License Tax	895,786	850,319	932,782	300,728	950,000	842,841	88.72%	542,113
12070 Recordation (Grantor) Will	135,524	154,419	199,419	176,282	100,000	221,426	221.43%	45,144
12080 Meals and Beverage Tax	1,015,726	898,042	979,542	867,197	1,000,000	1,138,654	113.87%	271,457
12090 Cigarette Tax	-	-	-	-	100,000	-	0.00%	-
312100 Lodging Tax	193,895	210,189	291,949	244,509	250,000	335,337	134.13%	90,829
* SUBTOTAL *	8,214,861	9,058,282	9,406,814	8,633,321	10,780,000	11,658,401	108.15%	3,025,081
PERMITS, FEES, AND LICENSES								
13010 Animal License Fees	41,877	32,557	37,586	36,705	45,000	35,671	79.27%	(1,034)
13030 Permits & Other Licenses	729,227	714,136	693,161	618,181	805,657	925,267	114.85%	307,086
130325 Waste Permit Decal Fee	2,061	2,405	2,800	2,555	-	2,645	0.00%	90
* SUBTOTAL *	773,165	749,098	733,547	657,441	850,657	963,583	113.28%	306,142
FINES AND FORFEITURES								
14010 Court Fines	98,148	65,027	109,310	97,198	90,000	112,726	125.25%	15,528
14020 Other Court Costs	-	-142	723	723	-	(5)	0.00%	(728)
* SUBTOTAL *	98,148	64,885	110,033	97,921	90,000	112,721	125.25%	14,801
USE OF MONEY AND PROPERTY								
15010 Revenue From Use of Money	497,943	432,648	124,732	114,226	250,000	-	0.00%	(114,226)
15020 Revenue From Use of Property	375,835	330,399	310,371	283,974	492,000	332,181	67.52%	48,207
* SUBTOTAL *	873,778	763,047	435,103	398,200	742,000	332,181	44.77%	(66,019)

REVENUE REPORT

DESCRIPTION	FY 2018 - 2019 ACTUAL	FY 2019 - 2020 ACTUAL	FY 2020 - 2021 ACTUAL	PRIOR YEAR ACTUAL TO DATE	FY 2021 - 2022 APPR AMOUNT	FY 2021 - 2022 COLLECTED Y-T-D	% FY 2021-22 COLLECTED	DIFFERENCE CURRENT TO PRIOR YR
CHARGES FOR SERVICES								
16010 Charges for Services (Sheriff)	2,396	2,396	2,396	2,396	4,357	2,357	0.00%	(39)
16020 Charges for Commonwealth Att.	4,025	4,426	3,971	2,366	4,000	3,368	84.19%	1,002
16050 Charges for Corrections & Det.	73,220	45,530	68,634	61,572	70,000	76,316	109.02%	14,744
16080 Charges for Sanitation & Waste	1,061,121	1,228,912	982,174	845,323	1,300,000	1,243,341	95.64%	398,018
16160 Sales of Map Survey	12,239	17,649	9,359	5,339	17,000	9,485	0.00%	4,146
16170 Sale of Copies - Comm. Of Rev.	756	880	525	375	4,000	900	0.00%	525
16180 Sales of Copies - Treasurer	-	10	-	-	-	-	0.00%	-
16990 Other Charges for Services	7,500	15,780	50,757	44,232	57,500	72,507	126.10%	28,275
* SUBTOTAL *	1,161,256	1,315,583	1,117,817	961,603	1,456,857	1,408,274	96.67%	446,672
MISCELLENAOUS AND RECOVERED COSTS								
18030 Refunds, Loans, and Fees	1,465,204	649,907	1,283,687	1,227,625	648,000	972,605	150.09%	(255,019)
18990 Miscellaneous and Recovered Costs	1,040,425	647,263	1,152,211	1,501,906	3,717,613	630,750	16.97%	(871,157)
19120 Sale of Recyclable Materials	84,095	56,705	118,284	96,915	90,000	147,248	163.61%	50,333
* SUBTOTAL *	2,589,724	1,353,875	2,554,183	2,826,446	4,455,613	1,750,603	39.29%	(1,075,843)
STATE REVENUE								
22010 Non-Categorical Aid	213,493	190,468	30,808	28,982	211,000	34,033	16.13%	5,051
23010 Shared Expenses - Commonwealth's	420,119	488,698	439,640	386,892	517,756	474,076	91.56%	87,184
23020 Shared Expenses - Sheriff	1,703,155	1,751,230	1,532,260	1,420,850	1,948,375	1,927,164	98.91%	506,314
23030 Shared Expenses - Commissioner of	157,015	161,757	148,541	134,663	195,008	178,290	91.43%	43,627
23040 Shared Expenses - Treasurer	117,880	111,920	148,541	92,700	128,601	117,120	91.07%	24,420
23060 Shared Expenses - Registrar	42,436	68,361	47,286	-	40,000	77,648	194.12%	77,648
23080 Shared Expenses - Clerk of Court	342,858	333,649	311,625	281,758	354,750	403,753	113.81%	121,995
24010 State VPA/Welfare Reimbursement	1,086,228	1,131,478	1,022,353	977,023	1,432,657	1,084,041	75.67%	107,018
24020 Categorical Aid	1,014,390	866,288	899,464	550,195	1,310,004	677,759	0.00%	127,564
24040 Other Categorical Aid	1,031,845	1,211,178	438,807	149,953	2,036,770	670,193	32.90%	520,240
* SUBTOTAL *	6,129,420	6,315,027	5,019,325	4,023,016	8,174,921	5,644,078	69.04%	1,621,063
FEDERAL REVENUE								
31010 Revenue from the Federal Governme	1,980,125	2,068,016	4,732,976	4,525,265	2,504,422	2,185,991	87.29%	(2,339,274)
* SUBTOTAL *	1,980,125	2,068,016	4,732,976	4,525,265	2,504,422	2,185,991	87.29%	(2,339,274)
INTERGOVERNMENTAL								
41050 Transfers from Other Funds	5,147,179	5,254,583	1,663,481	1,663,481	2,458,619	459,470	18.69%	(1,204,011)
41900 Use of Fund Balance	0	-	-	-	1,805,177	-	0.00%	-
* SUBTOTAL *	5,147,179	5,254,583	1,663,481	1,663,481	4,263,796	459,470	10.78%	(1,204,011)

REVENUE REPORT

DESCRIPTION	FY 2018 - 2019 ACTUAL	FY 2019 - 2020 ACTUAL	FY 2020 - 2021 ACTUAL	PRIOR YEAR ACTUAL TO DATE	FY 2021 - 2022 APPR AMOUNT	FY 2021 - 2022 COLLECTED Y-T-D	% FY 2021-22 COLLECTED	DIFFERENCE CURRENT TO PRIOR YR
TOTAL GENERAL FUND REVENUE	80,903,030	84,936,636	84,567,561	58,708,180	92,321,267	86,063,706	93.22%	27,355,526

**** FRONT ROYAL WARREN COUNTY AIRPORT ****

15010 Interest on Bank Deposits	-	-	-	-	-	-	0.00%	-
15020 Hangar Rentals	190,863	192,183	178,607	156,303	220,000	193,987	88.18%	37,683
18990 Miscellaneous Income	1,001	2,000	-	-	-	-	0.00%	-
24040 State Grants	29,408	9,894	4,785	1,365	2,756	109,494	0.00%	108,129
31020 Federal Grants	156,938	50,615	4,250	4,250	-	81,079	0.00%	76,829
41050 Transfer from Other Funds	-	-	-	-	-	-	0.00%	-
TOTAL AIRPORT FUND	378,210	254,692	187,641	161,918	222,756	384,560	172.64%	222,641

**** COST RECOVERY ****

Cost Recovery Fees	1,092,766	967,994	997,861	692,329	900,000	904,583	100.51%	212,254
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**** ECONOMIC DEVELOPMENT AUTHORITY ****

Miscellaneous Income	1,092,766	967,994	1,404,357	1,370,129	1,785,300	2,094,438	117.32%	724,309
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EXPENDITURE REPORT

DESCRIPTION		FY 2018 - 2019	FY 2019 - 2020	FY 2020 - 2021	PRIOR YEAR ACTUAL TO DATE	FY 2021 - 2022 APPR AMOUNT	FY 2021 - 2022 Y-T-D AMOUNT	% BUDGET EXPENDED	DIFFERENCE CURRENT TO PRIOR YR
		ACTUAL	ACTUAL	ACTUAL					
GENERAL GOVERNMENT									
11010	Board of Supervisors	919,699	2,404,331	2,160,448	1,542,525	181,500	172,374	94.97%	(1,370,152)
12020	County Administration	700,293	627,554	596,392	540,643	500,000	503,734	100.75%	(36,909)
12030	Human Resources	-	-	1,924	-	169,900	174,499	102.71%	174,499
12040	County Attorney	214,382	168,366	154,390	139,109	344,000	337,248	98.04%	198,139
12060	Information Technology	-	-	-	-	90,844	644,493	709.45%	644,493
12090	Commissioner of the Revenue	635,865	683,315	696,470	639,932	777,000	708,176	91.14%	68,243
12110	Reassessment	286,286	1,881	1,296	905	422,400	251,208	59.47%	250,303
12130	Treasurer	527,612	498,997	535,950	475,809	572,000	572,240	100.04%	96,431
12150	Finance & Purchasing	325,425	296,187	372,293	336,053	499,500	417,155	83.51%	81,103
13000	Elections	202,918	262,463	279,730	239,470	455,458	342,868	75.28%	103,398
* SUBTOTAL *		3,812,480	4,943,094	4,798,893	3,914,447	4,012,602	4,123,996	102.78%	209,549
JUDICIAL ADMINISTRATION									
21010	Circuit Court	28,301	35,751	7,133	5,455	65,400	68,475	104.70%	63,020
21020	General District Court	18,888	17,872	24,706	15,731	24,300	17,887	73.61%	2,156
21030	Magistrates	4,104	4,584	4,536	3,689	5,800	5,232	90.21%	1,543
21050	Juvenile and Domestic Court	17,859	18,468	15,604	10,365	19,000	15,781	83.06%	5,416
21060	Clerk of Circuit Court	591,866	577,068	595,585	544,934	638,600	597,003	93.49%	52,069
21080	Law Library	47,729	54,092	57,570	52,217	54,300	49,717	91.56%	(2,500)
22010	Commonwealth's Attorney	785,036	952,916	1,057,942	963,572	1,103,400	1,079,838	97.86%	116,267
* SUBTOTAL *		1,493,783	1,660,751	1,763,076	1,595,964	1,910,800	1,833,933	95.98%	237,969
PUBLIC SAFETY									
31020	Sheriff's Department	4,062,799	4,077,795	4,725,508	4,287,764	5,062,575	5,452,237	107.70%	1,164,473
31040	E-911 System	542,115	622,601	709,678	630,322	956,250	999,802	104.55%	369,481
31050	School Resource	584,491	725,798	826,414	798,772	793,686	470,549	59.29%	(328,223)
32000	Volunteer Fire & Rescue	955,520	1,012,916	1,724,094	1,359,716	1,237,750	754,376	60.95%	(605,340)
33000	Court Services	971,896	960,997	929,591	867,119	1,025,300	864,591	84.33%	(2,528)
33030	Probation	63,230	43,332	10,316	3,746	41,000	4,219	10.29%	473
34010	Building Inspections	650,795	669,739	738,866	678,222	618,000	669,832	108.39%	(8,390)
35010	Animal Control	649,641	685,432	573,852	528,767	717,380	566,753	79.00%	37,987
35030	Medical Examiner	740	780	680	220	1,000	600	60.00%	380
35050	Fire & Rescue Department	3,086,725	3,338,898	4,012,144	3,764,005	5,406,828	4,941,131	91.39%	1,177,126
* SUBTOTAL *		11,567,952	12,138,288	14,251,143	12,918,652	15,859,769	14,724,090	92.84%	1,805,438

EXPENDITURE REPORT

DESCRIPTION	FY 2018 - 2019 ACTUAL	FY 2019 - 2020 ACTUAL	FY 2020 - 2021 ACTUAL	PRIOR YEAR ACTUAL TO DATE	FY 2021 - 2022 APPR AMOUNT	FY 2021 - 2022 Y-T-D AMOUNT	% BUDGET EXPENDED	DIFFERENCE CURRENT TO PRIOR YR
PUBLIC WORKS								
41010 Public Works/Sanitary Districts	389,345	372,848	487,575	381,459	495,624	369,564	74.57%	(11,895)
41020 Streets and Highways	17,018	17,818	9,499	5,141	20,000	11,534	57.67%	6,393
42030 Refuse Collection	710,782	753,168	796,471	668,838	803,764	841,985	104.76%	173,147
42035 Refuse Collection/Transfer Station	156,669	183,701	210,292	177,118	229,274	184,966	80.67%	7,848
42040 Refuse Disposal	2,414,597	2,695,474	2,546,563	2,156,587	3,491,945	2,894,088	82.88%	737,501
43000 Maintenance of Bldgs. & Grounds	1,223,179	1,484,045	1,769,655	1,512,199	1,421,000	1,607,588	113.13%	95,388
* SUBTOTAL *	4,911,590	5,507,054	5,820,055	4,901,342	6,461,607	5,909,724	91.46%	1,008,382
HEALTH/WELFARE/PARTNERSHIPS								
51000 Health	355,798	350,963	392,676	325,951	382,412	382,412	100.00%	56,461
52000 Mental Health & Disability	32,500	32,500	32,500	219,662	32,500	115,637	355.80%	(104,026)
53000 Social Services	3,943,902	3,820,576	4,015,443	3,640,155	5,045,779	4,960,521	98.31%	1,320,366
53090 Other Social Services	115,178	115,489	118,289	81,168	110,000	115,000	104.55%	33,832
53500 Children's Services Act	1,731,108	1,678,560	2,026,204	1,381,642	2,185,000	1,994,281	91.27%	612,639
64010 Regional Partnerships	3,607,210	3,653,113	4,390,466	76,622	4,193,850	4,700,617	112.08%	4,623,995
* SUBTOTAL *	9,785,696	9,651,201	10,975,578	5,725,200	11,949,541	12,268,467	102.67%	6,543,267
PARK, REC & CULTURAL								
71010 Parks & Rec - Administration	772,963	792,983	637,928	565,538	898,718	687,275	76.47%	121,736
71020 Parks & Rec - Rec Programs	53,270	45,646	19,566	15,195	52,577	33,991	64.65%	18,796
71030 Parks & Rec - Maintenance	1,464,175	1,386,698	1,440,844	1,237,082	1,543,504	1,450,003	93.94%	212,921
73000 Library, Museums, Cult. Enrich.	994,134	1,006,758	1,018,087	1,114,946	1,018,100	1,018,100	100.00%	(96,846)
* SUBTOTAL *	3,284,542	3,232,085	3,116,424	2,932,761	3,512,899	3,189,368	90.79%	256,607
COMMUNITY DEVELOPMENT								
81010 Planning & Zoning Administration	436,799	419,519	388,235	364,787	473,000	405,895	85.81%	41,108
81050 Economic Development	54,117	108,234	302,194	332,413	3,282,400	2,470,883	75.28%	2,138,470
82000 Environmental Management	26,045	18,530	20,500	22,550	18,500	20,010	108.16%	(2,540)
83000 VPI Extension Service	109,101	114,738	111,998	90,741	121,000	115,801	95.70%	25,059
* SUBTOTAL *	626,062	661,021	822,927	810,492	3,894,900	3,012,589	77.35%	2,202,097
MISCELLANEOUS								
91000 Non-Departmental	982,803	782,300	2,682,925	864,168	1,364,956	939,584	68.84%	75,416
92000 Capital Outlay	18,547,831	6,774,261	3,410,276	20,531,415	3,704,922	1,310,990	35.39%	(19,220,425)
95000 Debt Service	-	11,351,634	11,686,376	-	11,846,251	11,846,251	100.00%	11,846,251
99010 Transfers to Other Funds	27,333,773	27,057,371	29,079,883	22,384,847	27,803,020	27,036,863	97.24%	4,652,016
* SUBTOTAL *	46,864,407	45,965,566	46,859,459	43,780,430	44,719,149	41,133,688	91.98%	(2,646,742)
TOTAL GENERAL FUND	82,346,512	83,759,060	88,407,555	76,579,288	92,321,267	86,195,856	93.37%	9,616,568

EXPENDITURE REPORT

DESCRIPTION	FY 2018 - 2019 ACTUAL	FY 2019 - 2020 ACTUAL	FY 2020 - 2021 ACTUAL	PRIOR YEAR ACTUAL TO DATE	FY 2021 - 2022 APPR AMOUNT	FY 2021 - 2022 Y-T-D AMOUNT	% BUDGET EXPENDED	DIFFERENCE CURRENT TO PRIOR YR
81 AIRPORT FUND								
Operating Expenditures	369,736	226,983	179,874	139,237	222,756	376,022	168.80%	236,785
Transfer to General Fund	21,335	20,105	-	-	-	-	0.00%	-
* SUBTOTAL *	391,071	247,088	179,874	139,237	222,756	376,022	168.80%	236,785
83 COST RECOVERY FUND								
Operating Expenditures	597,225	295,811	797,009	609,535	960,711	272,622	28.38%	(336,913)
94 ECONOMIC DEVELOPMENT AUTHORITY								
Operating Expenditures	-	1,634,541	1,457,290	1,273,036	1,785,300	1,152,901	64.58%	(120,135)

At a regular meeting of the Board of Supervisors of Warren County held in the Warren County Government Center on June 28, 2022 at 7:00 PM.

Present: Cheryl L. Cullers, Chair (South River District); Delores R. Oates, Vice Chair (North River District); Victoria L. Cook (Fork District); Jerome K. Butler (Happy Creek District); and Walter J. Mabe (Shenandoah District); also present Edwin C. Daley, County Administrator; Taryn G. Logan, Deputy County Administrator; Jason Botkins, Legal Counsel; Mike Berry, Public Works Director; Michael Coffelt, Sanitary District Manager; Chase Lenz, Zoning Administrator; Matt Robertson, Finance Director; Alisa Scott, Deputy Finance Director; Matt Wendling, Planning Director; and Shelley Hayes, Senior Office Associate

Prior to the start of the meeting, Reverend Larry Johnson opened the evening with a prayer.

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

Adoption of Agenda

Mrs. Oates requested the removal of item H (Resolution in Support of US Bike Route 211) from the agenda and the reordering of public hearing #1 (Sale of 30 E Jackson Street) to the last public hearing, the new #14.

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

Mabe, Aye; Cook, Aye; Cullers, Aye; Oates, Aye; Butler, Aye

Public Comment Period (60 Minute Time Limit)

Amy Flora, teacher at Warren County High School (WCHS), introduced herself as the President of Secondary Education for the Warren County Education Association. She is appalled at the lack of support the Board of Supervisors has demonstrated regarding the proposed bonus for teachers, and she encouraged the Board members to stop calling it a "bonus". In reality, it is payment for uncompensated work. School systems across the country are losing teachers at an alarming rate due to lack of support for public education, and the actions of the Board thus far have not bolstered the image of Warren County. She urged the Board to support the teachers, support the Superintendent, and support the School Board. This County needs to quickly and dramatically change the way it deals with the education system because there will continue to be teaching vacancies if there is no support shown.

Jenni Bryant, 121 Oak Ridge Drive, has been a teacher at WCHS for ten years and currently has children in Warren County Public Schools (WCPS). She did an informal poll and received responses from sixty (60) teachers with 121 things they have done over the past year without compensation. She listed several of these things for the Board as an example of

what teachers regularly do outside normal job responsibilities and outside normal school hours. Teachers in WCPS are committed to their students' success beyond the classroom, and the past two years have been challenging for every member of the school system.

Megan Budd, 103 Fox Chase Drive, said she has been a math teacher in Warren County for over ten years. The current Board of Supervisors has been unsupportive and is out of touch with and unaware of the challenges faced by teachers and administration staff. She has seen Administrative Assistants and Secretaries at various schools filling in as substitute teachers; she has also seen mechanics in the Transportation Department drive school buses. It is no secret that Warren County is a training ground for larger, higher paying localities, and she is disheartened that the Board of Supervisors has been attacking the character and motives of WCPS administration and School Board members. She asked the Board to do the right thing and approve the bonuses on the agenda.

Dr. Kristen Pence, School Board Chair, said she is the mother of an upcoming first grader at Ressie Jeffries Elementary School and is concerned about the proposed options for WCPS funding in the proposed FY 2022-2023 budget on the agenda. She is shocked to see that both options include a reduction in funding for the school system, especially since this was not discussed with the Joint Finance Committee or the School Board. One option calls for a reduction of \$737,739, and the other calls for a \$3.5 million reduction. The School Board is not asking for any additional funds for FY 2022-2023, and she encouraged the Board to adopt the WCPS budget as proposed by the School Board.

Dr. Daley read the following email from Leslie Mathews, 143 Mathews Lane: "I prefer to address you in person but am unable to on this day. Throughout this year's budget process, I was hopeful that you, the County Administrator, the Finance Director, and Commissioner were going to make certain by way of proclamation, that our personal property taxes were not going to hit us citizens as hard as they have. My husband and I own 2 Chevrolets and 1 Jeep. Our personal property tax on these 3 vehicles INCREASED \$640.07 for the year 2022. I am very disappointed to say the least! You all know how this inflation is affecting all of us, but you did not take an extra step in which you could have went into the Commissioner's office and pulled approximately 100-200 random citizen's personal property information to see for yourself just how this was really going to affect our county before making a decision on how much to lower the rate in order to keep things leveled out for those you serve. We were told that the county was going to rate our vehicles on the 'average' instead of the 'clean' values resulting in another \$2M less in revenue as well as a decrease in our tax rate of 20 cents. This sounded good until the actual bills arrived! In reality -- our county didn't lose a thing! How could it, when my household alone was increased \$640, and I'm just one out of the nearly 15K households here?"

Steve Foreman, 887 Osprey Lane, commented how just two years ago, everyone was praising the essential workers who kept the world turning during the COVID-19 pandemic while the rest of society quarantined. His son did not enjoy virtual learning, but he did it anyway. Students in today's society are not worried about who uses which bathroom, if a girl is dating another girl, or which books might be banned – but rather about conflicts in the hallway and the possibility of someone bringing a gun into the school. Educators are the

ultimate essential workers, and he encouraged the Board to approve the bonuses to show its appreciation.

Dr. Antoinette Funk, School Board member, said she has two children who are students in WCPS. Education is a powerful part of the community, and educating students is the best way to create a community that will thrive and that will be competitive in the State and across the nation. She knows firsthand what educators do, as she is an educator herself, and the School Board has worked endlessly to make sure every dollar is used to support education and teachers.

Lynda McDonough, 1205 High Top Road, thanked the Board for its transparency and realizing that things needed to be done with the existing management of the Shenandoah Farms Sanitary District. It was determined in 1996 that Property Owners of Shenandoah Farms, Inc. (POSF) was not a Property Owners or Homeowners Association, but it was not until this year that the Board of Supervisors listened and established a separate Advisory Committee.

Due to it being 7:30 PM, Mrs. Cullers stopped the public comment period in order to begin the public hearings.

Public Hearing – Hangar Lease Agreement with Randolph-Macon Academy – Alisa Scott

Alisa Scott, Deputy Finance Director, reported the County has previously entered into a hangar lease agreement with Randolph-Macon Academy (RMA) at the Front Royal-Warren County Airport. This agreement was in effect for a term of thirty years from May 1, 1992 to May 1 2022. An extension was issued to the agreement until June 30, 2022.

The County is in the process of revising all hangar lease agreements, updating its airport rules and regulations, and hiring staff to fulfill specific duties at the airport. In coordination with the Airport Commission, staff recommends the County extend the RMA hangar lease agreement until December 31, 2022. All other terms of the agreement remain in full force and effect.

Mr. Butler asked if there was a difference in hangar lease fees for RMA versus a typical private renter, and while Ms. Scott did not know the exact figure, she said there is a significant difference.

Mrs. Cullers opened the public hearing. There being no comments from the public, Mrs. Cullers closed the public hearing.

On a motion by Mrs. Cook, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors approved the second Randolph-Macon contract modification extending the contract until December 31, 2022 and further authorized the Chair and County

Administrator, either of whom may act, to execute all necessary documents that have been approved by the County Attorney or the Assistant County Attorney:

Butler, Aye; Oates, Aye; Cullers, Aye; Cook, Aye; Mabe, Aye

Public Hearing – Ordinance to Amend and Re-Ordain Chapter 38 of the Warren County Code (Procurement) – Alisa Scott

Ms. Scott reported the Virginia Public Procurement Act, Va. Code §§ 2.2-4300 et seq., grants to public entities, including Warren County, the authority through ordinance or resolution, to establish their own policy and procedures that promulgate the Procurement Act. Currently, Chapter 38 Procurement of the Warren Code, only includes a process for solicitation and execution for Design-Build Contracts. This ordinance is the only codified Procurement Policy for the County and was most recently adopted on October 2, 2007.

The Procurement Act is updated each year and as such, staff recommends that the Warren County Code not only reflect previous updates, but also adopt articles that will provide additional information and guidance to County officials and employees. The purpose of this ordinance is to increase public confidence in purchasing, to encourage competition among vendors and contractors, to administer fair and impartial purchasing procedures, and to obtain high quality goods and services at a reasonable price.

Staff requests the Board repeal the existing Section 38-1 Design-Build Contracts and add the proposed articles to Chapter 38 to make up the Warren County Procurement Policy. Additionally, staff recommends the Purchasing Agent consistently review any changes to the Procurement Act each year, usually in July and August, and present those updates to the Board for review.

Mrs. Oates asked if Ms. Scott would be the staff member responsible for opening the bids, and Ms. Scott confirmed that she would be. Mrs. Oates wanted to be sure individuals would not be making contract award decisions based on who their friends are.

Mr. Butler asked what would happen if only two – not three – bids were received, and Ms. Scott replied that the County could still consider them if the proposal was published on eVA or if the County received sealed bids. Any project or purchase that is slated to cost over \$50,000 will require the solicitation of sealed bids.

Mrs. Cullers opened the public hearing. There being no comments from the public, Mrs. Cullers closed the public hearing.

On a motion by Mrs. Cook, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors adopted the ordinance to amend and re-ordain Chapter 38 of the Warren County Code, Procurement:

Mabe, Aye; Cook, Aye; Cullers, Aye; Oates, Aye; Butler, Aye

For full text of Ordinance, see Attachment A

Public Hearing – Ordinance to Add and Ordain Chapter 39 of the Warren County Code (Guidelines Regarding Requests Made Pursuant to the Public-Private Education Facilities and Infrastructure Act of 2002) – Alisa Scott

Ms. Scott reported the Public-Private Education Facilities and Infrastructure Act of 2002, Va. Code §§ 56-575.1 *et seq.* (the “PPEA”), grants to public entities, including Warren County, Virginia (the “County”), the authority to develop and/or operate public-private partnerships for a wide range of qualifying projects if the public entity determines that there is a need for a qualifying project and that private involvement may provide the project to the public in a more timely or cost-effective fashion.

In general, projects that qualify for public-private partnerships under the PPEA include (i) education facilities, (ii) buildings or facilities that meet a public purpose and are developed or operated by or for any public entity, (iii) improvements and equipment necessary to enhance public safety or the security of public buildings, (iv) utility and communications infrastructure, (v) recreation facilities, (vi) technology infrastructure, services, and applications, (vii) services designed to increase the productivity or efficiency of a public entity, (viii) technology, equipment, or infrastructure designed to deploy wireless broadband services, and (ix) any solid waste management facility that produces electricity from waste. The term “qualifying project” is more fully defined in the PPEA.

The PPEA provides that a public entity may not consider any proposal by a private entity for approval of a qualifying project pursuant to the PPEA until the responsible public entity has first adopted and made publicly available reasonable guidelines that (i) are sufficient to enable the responsible public entity to comply with the PPEA, and (ii) which encourage competition and guide the selection of projects. Accordingly, these guidelines (the “Guidelines”) are adopted by the County, on behalf of itself and for all other public bodies for which the County’s Board of Supervisors serves as the governing body, and shall apply to the submittal, review, and selection of qualifying projects under the PPEA.

Mrs. Cullers opened the public hearing. There being no comments from the public, Mrs. Cullers closed the public hearing.

On a motion by Mrs. Cook, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors adopted the proposed ordinance creating Warren County Code Chapter 39, Warren County Guidelines Regarding Requests Made Pursuant to the Public-Private Education Facilities and Infrastructure Act of 2002:

Butler, Aye; Oates, Aye; Cullers, Aye; Cook, Aye; Mabe, Aye

For full text of Ordinance, see Attachment B

Public Hearing – Virginia Department of Transportation Secondary Six-Year Plan for FY 2023-2028 and 2023 Construction Budget – Mike Berry/Michael Coffelt

Mike Berry, Public Works Director, the Board has discussed the proposed Secondary Six-Year Plan for Fiscal Year 2023-2028 at several work sessions, and at its most recent work session on June 7, 2022, the Board also identified its next three priorities for rural rustic improvement:

- William Vincent Road (Route 631)
- Richardson Road (Route 616)
- Messick Road (Route 616)

The consensus of the Board is to place these three roads on future Secondary Six-Year Plans for scheduled improvements.

Mrs. Cullers opened the public hearing. There being no comments from the public, Mrs. Cullers closed the public hearing.

On a motion by Mrs. Oates, seconded by Mrs. Cook, and by the following vote, the Board of Supervisors approved the Secondary Six-Year Plan for FY 2023-2028 and 2023 Construction Budget as proposed:

Mabe, Aye; Cook, Aye; Cullers, Aye; Oates, Aye; Butler, Aye

RESOLUTION OF THE BOARD OF SUPERVISORS OF WARREN COUNTY, VIRGINIA

WHEREAS, Section 33.2-361 of the Code of Virginia (1950), as amended, provides the opportunity for each county to work with the Virginia Department of Transportation in developing a Secondary Six-Year Road Plan, and

WHEREAS, this Board had previously agreed to assist in the preparation of this Plan, in accordance with the Virginia Department of Transportation policies and procedures, and participated in a public hearing on the proposed Plan (2023 through 2028) as well as the Secondary System Construction Budget (2023) on June 28, 2022 after duly advertised so that all citizens of Warren County had the opportunity to participate in said hearing and to make comments and recommendations concerning the proposed Plan and Priority List, and

WHEREAS, Ed Carter, Residency Administrator with the Virginia Department of Transportation, appeared before the Warren County Board of Supervisors and recommended approval of the Six-Year Plan for Secondary Roads (2023 through 2028) and the Secondary System Construction Budget (2023) for Warren County.

NOW, THEREFORE, BE IT RESOLVED that since said Plan appears to be in the best interests of the Secondary Road System in Warren County and of the citizens residing on the Secondary System, said Secondary Six-Year Plan (2023 through 2028) and Secondary System Construction Budget (2023) are hereby approved as advertised.

Route PPMS ID Accomplishment	Road Name/Description From-to-Length	Estimated Cost
Rt. 624 17714 RAAP Contract	Happy Creek Road #HB2FY 17 Reconstruction ECL Front Royal Rt. 645	\$4,737,868
Rt. 628 111061 State Forces/Hired Equipment	Rocky Hollow Road Rural Rustic Rt. 613 Indian Hollow Road Rt. 629 Acorn Hill Road	\$359,458
Rt. 660 21814 State Forces/Hired Equipment	Kendrick Ford Road Rural Rustic Rt. 621 Punch Run Road End of State Maintenance	\$254,000
Rt. 613 21815 State Forces/Hired Equipment	Panhandle Road Rural Rustic Rt. 619 Mountain Road Rt. 608 Wilson Burke Road	\$173,250
Rt. 631 21816 State Forces/Hired Equipment	William Vincent Road Rural Rustic Rt. 622 Buck Mountain Road Rt. 613 Bentonville Road	\$355,000
Rt. 4005 100215	Countywide Transportation Services	\$0
117036	Additional Rural Rustic Funds	\$862,487

Public Hearing – Z2022-03-02 – Justin and Maureen Sager – Ordinance to Amend Warren County Code Sections 180-8, 180-21, and 180-30.1 Regarding Poultry Abattoirs – Matt Wendling

Matt Wendling, Planning Director, reported the applicants for this text amendment, Justina and Maureen Sager, operate Flo-Ray Farm located at 1140 Ashby Station Road in the Rockland area of the County. The farm is owned by Mr. Sager’s parents, Earl and Sherry Lynn Sager. The property is zoned Agricultural (A) and is included in the Rockland Agricultural and Forestal District.

The applicants have submitted an overview of the proposed abattoir for poultry that are raised and slaughtered on their property. They plan to raise them in portable “chicken tractors”, also called broiler shelters, which will be moved on a daily basis to distribute the nutrient waste generated from each shelter. They plan on starting with three of these units and will rotate them throughout the farm, keeping a setback of 100’ from the property line.

The applicants have raised and butchered chickens for their own use for non-commercial distribution to family and friends for the past three years. They are requesting the text amendment so they can sell their product at local farmer's markets, retail stores, and larger farms which market to the public free-range raised chickens. They intend to slaughter no more than 1,000 poultry per year and will average 150 per cycle, which equates to 6 to 7 times per year when the slaughtering will take place. According to the applicants, this will occur from March to October.

The Planning Commission has forwarded this application to the Board of Supervisors recommending approval.

Mrs. Cullers opened the public hearing. There being no comments from the public, Mrs. Cullers closed the public hearing.

Mrs. Oates noted the County has one abattoir in operation currently, and Mr. Wendling confirmed Blue Ridge Meats is a grandfathered abattoir that has been around for over fifty years.

On a motion by Mr. Mabe, seconded by Mrs. Cook, and by the following vote, the Board of Supervisors, finding that the proposed zoning ordinance amendment is appropriate for the public necessity, convenience, and general welfare and good zoning practice, adopted the proposed ordinance to amend and re-ordain Sections 180-8, 180-21, and 180-30.1 of the Warren County Code pertaining to Poultry Abattoirs:

Butler, Aye; Oates, Aye; Cullers, Aye; Cook, Aye; Mabe, Aye

AN ORDINANCE TO ADD THE DEFINITION OF ABATTOIR (POULTRY) IN SECTION 180-8
AND AS AN ACCESSORY USE BY-RIGHT TO 180-21.C AND ADD SUPPLEMENTAL
REGULATIONS PERTAINING TO POULTRY ABATTOIRS IN 180-30.1

BE IT ORDAINED BY THE WARREN COUNTY BOARD OF SUPERVISORS that Sections 180-8, 180-21 and 180-30.1 of the Warren County Code (Zoning) be amended, added, and re-ordained as follows:

Chapter 180. Zoning

Article II. Application

§ 180-8. Definitions.

- A. General usage...
- B. Interpretation by Zoning Administrator...
- C. Definitions of words and terms. As used in this chapter, the following words and terms shall have the meanings indicated:

ABATTOIR (POULTRY)

A structure where poultry is slaughtered and prepared for distribution. The facility is designed to accommodate the confinement and slaughtering of live animals and may include packing, treating, or storage of the product on the premises.

§ 180-21. Agricultural (A) District.

- A. Statement of intent...
- B. Uses permitted by right...
- C. Accessory uses permitted by right. Accessory uses permitted by right shall be as follows:

...

(9) ABATTOIR (POULTRY)

§ 180-30.1. ABATTOIR (POULTRY)

- A. Statement of intent. This section describes regulations for an exempt poultry abattoir which is permitted by right in the Agricultural District.
- B. Requirements. Except as otherwise provided in this chapter, an exempt poultry operation initiated after the enactment of this section which exceeds the slaughtering of more than 1,000 animals per calendar year shall constitute a violation of this chapter. A confirmation letter from the Virginia Department of Agricultural and Consumer Services recognizing the property owner's farm and poultry abattoir as meeting the standards for exemption for the raising, slaughtering and processing of 1,000 birds or less per year shall be required with the submission of the application.
- C. Definitions. As used in this section, the following terms shall have the meanings indicated:

EXEMPT POULTRY ABATTOIR

A structure where poultry is slaughtered, processed, packed and labeled for distribution. The facility is designed to accommodate the confinement and slaughtering of live animals and may include packing, treating, or storage of the product on the premises. The number of slaughtered fowl or birds shall not exceed 1,000 animals per calendar year.

NUTRIENT

Poultry excrement, litter, offal, innards, feet, heads, feathers and/or waste.

POULTRY

Includes all domestic fowl and game birds raised in captivity.

RECREATIONAL POND OR LAKE

Any pond or lake which is used for fishing, boating, swimming or any other recreational activity.

- D. Structures used for an exempt poultry abattoir operation shall be located no closer than:
- (1) Five hundred feet to any structure designed to be occupied as a residence, excluding any residence owned by the applicant.
 - (2) Five hundred feet to any residential zoning district, school, church, community center or commercial business establishment or industry or any other structure designed for public occupancy.
 - (3) Five hundred feet to any boundary of a town within the County.
 - (4) One hundred feet to any adjacent property where existing agricultural operations are being pursued.
 - (5) Two hundred feet to any primary highway, secondary highway, roadway or other right-of-way for passage.
 - (6) Three hundred feet to any recreational pond, lake, river, creek, spring, reservoir or any public water supply system, including but not limited to community wells.
 - (7) One hundred feet to the property owner's private water supply system, including but not limited to a well or cistern.
- E. The property owner shall have their well water tested annually for e-coli and coliform bacteria and a copy of the results shall be submitted to the Planning and Health Departments.
- F. All exempt poultry abattoir operation shall be on a parcel of 20 acres or more under a single ownership. In addition, the applicant shall meet all other requirements of this section.
- G. Limitations on structures for an exempt poultry abattoir operation. There shall be no more than one structure for the use as a poultry abattoir on the property.
- H. Site plan required. Each application for a exempt poultry abattoir shall be accompanied by a site plan of the entire parcel with location of proposed facility drawn to scale and in sufficient detail to show that the proposed abattoir operation meets all applicable setback requirements of this section and showing the direction and distances to nearest residences, adjacent zoning districts, platted residential subdivisions, rural service areas, mobile home parks, public schools, recreation areas, wells, springs and water intakes listed under other required setbacks.
- I. Filing of nutrient management form. An exempt poultry abattoir property owner shall file with the Zoning Administrator a nutrient management form containing the following information, prior to obtaining a certificate of zoning and/or a building/agricultural permit:
- (1) Number of poultry to be raised per year.
 - (2) Estimated number of cubic yards of poultry waste to be generated annually.

- (3) Cubic yards of poultry waste to be stored and composted on the operation's premises annually.
- (4) Description of method of composting and identify the location of the poultry waste and wastewater by-product where this is stored.

J. Plan for nutrient storage site.

- (1) An application for an exempt poultry abattoir operation shall contain a plan for the nutrient storage site which shall satisfactorily demonstrate that the nutrient storage site:
 - (a) Is not located in a stormwater drainage area.
 - (b) The location is shown on the site plan.
 - (c) Does not encroach on the property's septic system.
 - (d) Has sufficient capacity to accommodate 100% of the waste produced by the operation on the parcel during the time in which slaughtering occurs.
 - (e) Is located on the same parcel as the facility to which it is an accessory use.
 - (f) Shall not be stored within five hundred feet of a neighboring residential dwellings, excluding any residence owned by the applicant. Dead fowl or birds shall be removed according to best nutrient management practices.
- (2) There shall be three copies of the plan submitted to the Zoning Administrator. The Zoning Administrator will forward two of those copies to the Lord Fairfax Soil and Water Conservation District and the Virginia Tech Cooperative Extension Animal Science agent to review the proposed plan for nutrient storage within 30 days. Upon review and approval of the plan, a certificate of zoning will be issued for the operation.

THIS ORDINANCE SHALL BE EFFECTIVE UPON ADOPTION.

Language proposed to be deleted is lined through. ~~Example~~

Language proposed to be added is bolded and underlined. **Example**

Public Hearing – Conditional Use Permit 2022-03-06, Patricia A. Brown for Private Use Camping Located off Misty Meadow Lane – Chase Lenz

Chase Lenz, Zoning Administrator, reported the applicant is requesting a conditional use permit for private use camping on a vacant lot in the Massanutten View subdivision, a portion of which is located in the Special Flood Hazard Area (SFHA). Ms. Brown purchased the property in April 1996, and her son's family owns and lives at the adjacent property. She would like for her family to be able to use the property for camping and recreational activities on the weekends during the summer and fall seasons. Her family is involved with local Cub Scouts, Boy Scouts, and American Heritage Girls troops, and she would like to be able to host a noncommercial weekend camp on the property twice per year.

Approval of the conditional use permit would also bring the existing shed on the property into compliance with the Warren County Code §180-310(4). For a vacant lot in the Residential One (R-1) Zoning District located in the SFHA, an approved conditional use permit for private use camping allows for an accessory structure used solely for the storage of property maintenance and recreation equipment to be located on the lot without a single-family dwelling. The conditional use permit would allow the applicant to park and use up to two recreational vehicles or campers on the lot for up to 180 consecutive calendar days.

The Planning Commission has forwarded this application to the Board of Supervisors recommending approval.

Mrs. Cullers opened the public hearing. There being no comments from the public, Mrs. Cullers closed the public hearing.

On a motion by Mrs. Cook, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors approved the conditional use permit request of Patricia Brown for private use camping with the conditions as recommended by the Planning Commission and staff and listed below:

Mabe, Aye; Cook, Aye; Cullers, Aye; Oates, Aye; Butler, Aye

1. The applicant shall comply with all Warren County Health Department regulations and requirements.
2. Materials associated with the campers are to be stored in a neat and orderly fashion during the time of use and are to be removed from the site when not in use.
3. The applicant shall post the property with a lot/ parcel number for Fire and Emergency Rescue Services and have an emergency egress plan for removal of the recreational vehicles and portable commode prior to a predicted flood event.
4. The accessory building shall meet all requirements of the Residential-One Zoning District and the Floodplain Overlay District.
5. The use of major recreational vehicles for private use camping on the property shall be prohibited.
6. The applicant shall be limited to no more than four organized noncommercial camping events for local community groups per calendar year, provided that no event exceeds three days in duration. The applicant shall notify Planning Department staff prior to any organized noncommercial camping event. The property boundaries shall be clearly marked throughout the duration of each organized noncommercial camping event.

Public Hearing – Conditional Use Permit 2022-04-01, Phong Nguyen for a Short-Term Tourist Rental Located at 571 Wilderness Road – Chase Lenz

Mr. Lenz reported the applicant is requesting a conditional use permit for a short-term tourist rental. The applicant and his wife have visited Shenandoah National Park multiple times, and they are in love with the beauty of the Shenandoah Valley area and the kindness of local people we have interacted with. They wish to rent their second residence in order to share those experiences with other people who are coming from out of town. They plan to rent the home 4 to 6 months per year, dependent on seasonal activities. Mr. Nguyen plans to be the full-time property manager and to have a cleaning service maintain the property between rentals.

The Planning Commission has forwarded this application to the Board of Supervisors recommending approval.

Mrs. Cullers opened the public hearing. There being no comments from the public, Mrs. Cullers closed the public hearing.

On a motion by Mrs. Oates, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors approved the conditional use permit request of Phong Nguyen for a short-term tourist rental with the conditions as recommended by the Planning Commission and staff and listed below:

Butler, Aye; Oates, Aye; Cullers, Aye; Cook, Aye; Mabe, Aye

1. The applicant shall comply with all Warren County Health Department and Warren County Building Inspections and Virginia Statewide Fire Prevention Code regulations and requirements.
2. The maximum number of occupants shall not exceed five as determined according to the Health Department operation permit for a three-bedroom dwelling.
3. The applicant shall have the well/drinking water tested annually for e-coli and coliform bacteria and a copy of the results shall be submitted to the Planning and Health Departments.
4. The applicant shall have the septic system inspected annually by a State licensed inspector and a copy of the results shall be submitted to the Planning and Health Departments. The system shall also be serviced every five years as recommended by the Health Department and a copy of the service invoice shall be provided to the Planning Department.
5. The discharge of firearms and hunting on the property by guests shall be prohibited.
6. The use of All-Terrain Vehicles (ATVs) by guests on the property and within the subdivision shall be prohibited.
7. Outdoor burning and use of fireworks by guests shall be prohibited.

Public Hearing – Conditional Use Permit 2022-04-02, Emilia Cirker and Mark Saunders for a Short-Term Tourist Rental Located at 5865 Gooney Manor Loop – Matt Wendling

Mr. Wendling reported the applicant, Ms. Cirker recently purchased the property in October 2021 and plans to open both a holistic wellness retreat center offering both classroom and outdoor activities to attendees and a short-term tourist rental on weeks when the Retreat center is not hosting workshops or other events. She plans to offer it as a “luxury experience destination” for relaxation and will be offered less than half the year since there are plans for both for their own use and to allow family members to live in the home at least 3 months out of the year and host the retreat center events/workshops for the balance of time when the property is not being rented short-term. The property dwelling does have an attached historic cottage which will be used for both uses, and her brother Mark Saunders will be assisting as the manager of the rental.

The Planning Commission has forwarded this application to the Board of Supervisors recommending approval.

Emilia Cirker, applicant, thanked the Board for considering her request and the community for providing input on her applications. Her ultimate desire in establishing a short-term tourist rental and a retreat center is to give back.

Mr. Mabe questioned the differing occupancy limits mentioned in the staff report, and Ms. Cirker responded the existing system accommodates an occupancy of 4 persons, but she is planning on expanding the septic system to eventually accommodate 10 persons. Mr. Wendling noted Ms. Cirker would need to request a modification to this conditional use permit, if approved, should she desire to increase the occupancy limit from 4 to 10 persons.

Mrs. Cullers wanted to know if there was adequate parking for both uses, and Ms. Cirker replied that she plans to expand the existing parking area to wrap around behind the barn.

Mrs. Oates asked if the Virginia Department of Transportation (VDOT) would need to review and approve any sort of egress/entrance plans, and Mr. Wendling said the only comments the Department received from VDOT were that the applicant needs to trim the landscaping adjacent to the entrance in order to maintain site distance onto the State road (Gooney Manor Loop), which has been added as a condition for the permit.

Mrs. Cullers opened the public hearing. There being no comments from the public, Mrs. Cullers closed the public hearing.

On a motion by Mrs. Oates, seconded by Mrs. Cook, and by the following vote, the Board of Supervisors approved the conditional use permit request of Emilia Cirker and Mark Saunders for a short-term tourist rental with the conditions as recommended by the Planning Commission and staff and listed below:

Mabe, Aye; Cook, Aye; Cullers, Aye; Oates, Aye; Butler, Aye

1. The applicants shall comply with all Warren County Health Department and Warren County Building Inspections and Virginia Statewide Fire Prevention Code regulations and requirements.
2. The maximum number of occupants shall not exceed four (4) as determined according to the Health Department operational permit issued for a two-bedroom dwelling in 1970 and repaired in 2009. In order for additional occupants to be considered an upgrade to the system shall be approved and an operational permit issued by the Health Department. The applicant shall then apply for a modification to this permit for the increased occupancy once the new system has been deemed operational.
3. The applicants shall have the well water tested annually for e-coli and coliform bacteria and a copy of the results shall be submitted to the Planning and Health Departments.
4. The applicants shall have the septic system inspected annually by a State licensed inspector and a copy of the results shall be submitted to the Planning and Health Departments. The system shall also be serviced every five years as recommended by the Health Department and a copy of the service invoice shall be provided to the Planning Department.
5. The north entrance off Gooney Manor Loop shall be the only entrance used by guests of the Short-Term Tourist Rental and Retreat Center, guests are prohibited from using the Rainbow Bridge Lane entrance which shall be limited only to the property owners and service vehicles.
6. The landscaping adjacent to the entrance shall be trimmed and pruned as needed to maintain site distance onto the state road and the entrance shall be identified with signage for guests only.

Public Hearing – Z2022-04-01 – Emilia Cirker and Mark Saunders – Ordinance to Amend Warren County Code Sections 180-8 and 180-55.3 Regarding Retreat Centers – Matt Wendling

Mr. Wendling reported the applicant, Emilia Cirker has requested this text amendment to add changes to the current definition of a Retreat Center. The current definition in Warren County Code Section 180-8 states a Retreat Center is, *“A facility designed to provide refuge, seclusion and privacy for the purpose of rest, meditation and/or religious exercises.”*

The applicant would like to add the following language to the definition, “A facility designed to provide refuge, seclusion and privacy for the purpose of rest, meditation, **holistic wellness** and/or religious exercises. **The facility may conduct training, seminars, workshops, and customized programs in both indoor and outdoor settings.**”

This land-use is currently listed as a conditional use in Warren County Code Section 180-21(D)(36) in the Agricultural (A) zoning district, which will not change. The current land-use does not have any supplemental regulations identified, and County staff is recommending the proposed regulations be located added as Section 180-55.3.

The Planning Commission has forwarded this application to the Board of Supervisors recommending approval.

Mrs. Cullers opened the public hearing.

Roxanne Campbell, 198 Autumn Hills Lane, does not think bringing a commercial enterprise into an Agricultural Zoning District is a good idea.

There being no further comments from the public, Mrs. Cullers closed the public hearing.

Mr. Butler questioned whether the proposed expanded definition of Retreat Center would cover the cooking classes slated to be offered, and Ms. Cirker explained that “holistic” means mind, body, and spirit. This use is geared towards coaching people on how to live a healthier lifestyle and is not intended for use as a commercial kitchen. It will be an intimate setting where people are learning how to properly care and nourish themselves.

On a motion by Mrs. Cook, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors, finding that the proposed zoning ordinance amendment is appropriate for the public necessity, convenience, and general welfare and good zoning practice, adopted the proposed ordinance to amend and re-ordain Section 180-8 and to add and ordain Section 180-55.3 of the Warren County Code pertaining to Retreat Centers:

Butler, Aye; Oates, Aye; Cullers, Aye; Cook, Aye; Mabe, Aye

ORDINANCE TO AMEND THE DEFINITION OF RETREAT CENTER IN SECTION 180-8 AND
ADD SUPPLEMENTAL REGULATIONS PERTAINING TO RETREAT CENTERS

BE IT ORDAINED BY THE WARREN COUNTY BOARD OF SUPERVISORS that Sections 180-8 and 180-55.3 of the Warren County Code (Zoning) be amended, added, and re-ordained as follows:

Chapter 180. Zoning

Article II. Application

§ 180-8. Definitions.

RETREAT CENTER

A facility designed to provide refuge, seclusion and privacy for the purpose of rest, meditation, **holistic wellness** and/or religious exercises. **The facility may conduct**

training, seminars, workshops, and customized programs in both indoor and outdoor settings.

Article V. Supplementary Regulations

§ 180-55.3 Retreat Center

These provisions are intended to ensure that retreat centers are operated in a safe and healthful manner. Where allowed, retreat centers shall meet the following requirements:

- A. The property owner and/or operator of the retreat center shall apply and receive a zoning permit from the Planning Department prior to operation. The permit shall be reviewed by planning staff on an annual basis to ensure compliance with the performance standards listed in this section, along with all conditions placed on the conditional use permit.
- B. The maximum number of occupants/participants shall be determined by approved permits received by the Warren County Health Department and shall be specified in the conditions placed on the conditional use permit.
- C. Parking for the use shall be in driveways or other designated and approved parking areas. The parking of vehicles is prohibited in or along all right-of-ways and in yards. The applicant shall meet all standards for parking areas as referenced in §180-15 for Off-street Parking.
- D. Property boundaries, or limitations within the property's boundaries where attendees are allowed, must be clearly marked at all times.
- E. The hours of operation shall be specified in the conditions placed on the conditional use permit.
- F. Overnight stays may be permitted, occupancy is determined by §180-55.3.B.
- G. The use of overnight outdoor accommodations may be allowed by participants of the retreat center and shall meet the following requirements:
 - (1) A site plan shall be submitted to the Planning Department that includes but not limited to information regarding structures, adequate parking, traffic control into and around the site, emergency ingress and egress, directional signage, outdoor lighting, and restroom facilities.
 - (2) Overnight outdoor accommodations shall only be used by people participating in retreat center activities.
 - (3) No permanent cabins or recreational vehicles shall be permitted.
 - (4) The size and total number of outdoor sites to be occupied for overnight accommodations shall be determined by lot size as follows:
 - (a) No outdoor site shall occupy more than 400 square feet.

- (b) **Lots equal to or greater than 2 acres but less than 5 acres in size, shall have no more than one outdoor site.**
- (c) **Lots equal to or greater than 5 acres but less than 10 acres in size, shall have no more than two outdoor sites.**
- (d) **Lots equal to or greater than 10 acres but less than 20 acres in size, shall have no more than three outdoor sites.**
- (e) **Lots 20 acres or more in size, shall have no more than five outdoor sites.**
- (5) **Outdoor site locations shall be in the side or rear yard.**
- (6) **Outdoor site locations shall be 50 feet from any property line and/or 100 feet from any neighboring dwelling.**

THIS ORDINANCE SHALL BE EFFECTIVE UPON ADOPTION.

Language proposed to be deleted is lined through. ~~Example~~

Language proposed to be added is bolded and underlined. **Example**

Public Hearing – Conditional Use Permit 2022-04-03, Emilia Cirker and Mark Saunders for a Retreat Center Located at 5865 Gooney Manor Loop – Matt Wendling

Mr. Wendling reported Ms. Cirker’s property has an attached historic cottage which will be used for both uses, a barn to be used for indoor health and wellness activities, and an old chicken coop accessory structure which they plan to demolish and build a yoga studio and classroom for their “life-enhancing” workshops and related wellness events. Her brother Mark Saunders will be assisting as a fitness coach and assistant at the workshops and training seminars.

The Planning Commission has forwarded this application to the Board of Supervisors recommending approval.

Mrs. Cullers opened the public hearing.

Kellie Campbell, 3862 Bentonville Road, said it seems like the total number of people coming to this property is uncertain due to the multiple uses of short-term rental and retreat center as well as the variety of classes being offered.

Roxanne Campbell, 198 Autumn Hills Lane, reiterated her concerns about bringing a commercial business into a small community and historic district.

Melanie Salins, 95 Murrays Drive, said she is a retreat-going yoga person who attends seminars similar to the ones Ms. Cirker plans to host. Ms. Salins believes this proposed use is how to keep the County rural. Attendees for this use will be calm and zen; they will not be speeding down unfamiliar roads or going out drinking and partying after a retreat.

There being no further comments from the public, Mrs. Cullers closed the public hearing.

On a motion by Mr. Mabe, seconded by Mrs. Cook, and by the following vote, the Board of Supervisors approved the conditional use permit request of Emilia Cirker and Mark Saunders for a retreat center with the conditions as recommended by the Planning Commission and staff and listed below:

Mabe, Aye; Cook, Aye; Cullers, Aye; Oates, Aye; Butler, Aye

1. The applicants shall comply with all Warren County Health Department and Warren County Building Inspections, Virginia Department of Transportation and Fire Prevention Code regulations and requirements.
2. The maximum number of occupants shall not exceed four (4) as determined according to the Health Department operational permit issued for a two-bedroom dwelling in 1970 and repaired in 2009. In order for additional occupants to be considered an upgrade to the system shall be approved and an operational permit issued by the Health Department. The applicant shall then apply for a modification to this permit for the increased occupancy once the new system has been determined to be operational.
3. The applicants shall have the well water tested annually for e-coli and coliform bacteria and a copy of the results shall be submitted to the Planning and Health Departments.
4. The applicant shall meet the Code requirements of Section §180-15 for off-street parking with the number of spaces to be determined by the Zoning Administrator for Retreat Center events.
5. The north entrance off Gooney Manor Loop shall be the only entrance used by guests of the Short-Term Tourist Rental and Retreat Center, guests are prohibited from using the Rainbow Bridge Lane entrance which shall be limited only to the property owners and service vehicles.
6. The landscaping adjacent to the entrance shall be trimmed and pruned as needed to maintain site distance onto the state road and the entrance shall be identified with signage for guests only.
7. The site plan shall be reviewed by Planning staff and all regulations and conditions must be met prior to the issuance of a certificate of zoning for the business license.

Public Hearing – Conditional Use Permit 2022-04-04, Vanessa Portillo (Destin Consulting, LLC) for a Short-Term Tourist Rental Located at 806 Esteppe Road – Chase Lenz

Mr. Lenz reported the applicant is requesting a conditional use permit for a short-term tourist rental for the property she purchased in May 2021. Ms. Portillo fell in love with

the property during her first visit. Upon hearing some of the stories and learning the history of the farmhouse, she was determined to give it a second chance. She would like to share the peace and serenity the home brings her with visitors to the Shenandoah Valley area by making it available for short-term rentals when her family is away for unexpected events, soccer tournaments, and ballet recitals. With over 7 years of experience as a real estate agent, Ms. Portillo will manage the property and guest vetting process personally with assistance from two neighbors for immediate response to any complaints, emergency maintenance, and trash removal when she is unavailable.

The Planning Commission has forwarded this application to the Board of Supervisors recommending approval.

Mrs. Cullers opened the public hearing.

Jerome Parz, 773 Esteppe Road, reported that the neighborhood is irritated and insulted by this applicant and her family. The neighborhood welcomed them with open arms, and they were given the impression that the Portillos would be neighbors living there full-time. The Portillos have rarely stayed at the property, and the neighborhood feels the applicant has been insincere throughout this process. He and his neighbors are going to be diligent about making sure the conditions of the permit are followed because they do not believe that the Portillos will do what they say.

Thomas Allen, 762 Esteppe Road, said he has the same concerns as the previous speaker. There are many young children in the neighborhood, and the possibility of many different people coming and going on the weekends is concerning. When the applicant first moved in, she said she and her family could not wait to move into this neighborhood, but since purchasing the property, he has only seen them once or twice.

There being no further comments from the public, Mrs. Cullers closed the public hearing.

Mrs. Cullers asked about who would be managing the property, and Mr. Lenz replied that the applicant has expressed her intent to manage the property along with a company named Evolve. The County has several approved conditional use permits that use the same company. The applicant, Vanessa Portillo, stated she lives in Manassas and has provided contact information for local friends and her father to Evolve in case she is unreachable. She further noted that the original plan was for her sister and mother to live at the property full-time, but her mother has since fallen ill, which has derailed those plans.

On a motion by Mrs. Cook, seconded by Mrs. Oates, and by the following vote, the Board of Supervisors approved the conditional use permit request of Vanessa Portillo (Destin Consulting, LLC) for a short-term tourist rental with the conditions as recommended by the Planning Commission and staff and listed below:

Butler, Aye; Oates, Aye; Cullers, Aye; Cook, Aye; Mabe, Aye

1. The applicant shall comply with all Warren County Health Department, Warren County Building Inspections, and Virginia Statewide Fire Prevention Code regulations and requirements.
2. The maximum number of occupants shall not exceed four as determined according to the Health Department permit for a two-bedroom dwelling.
3. The applicant shall have the well water tested annually for e-coli and coliform bacteria and a copy of the results shall be submitted to the Planning and Health Departments.
4. The applicant shall have the septic system inspected annually by a State licensed inspector and a copy of the results shall be submitted to the Planning and Health Departments. The system shall also be serviced every five years as recommended by the Health Department and a copy of the service invoice shall be provided to the Planning Department.
5. The discharge of firearms and hunting on the property by guests shall be prohibited.
6. The use of All-Terrain Vehicles (ATVs) by guests on the property and on the state road shall be prohibited.

Public Hearing – Conditional Use Permit 2022-04-05, Carl Boswell for a Short-Term Tourist Rental Located at 338 Walker Farm Drive – Chase Lenz

Mr. Lenz reported the applicant and his wife hope for this house to be their second home, allowing them to enjoy what Warren County has to offer. When not in use by the applicant, he would like to provide housing for those coming to the enjoy the County's attractions for themselves. He intends to make the house available for short-term rental use throughout the year, listing it as a cozy two-bedroom, one-bathroom home for those looking for a place to stay in between hiking, boating, and other sightseeing adventures.

The Planning Commission has forwarded this application to the Board of Supervisors recommending approval.

Mrs. Cullers opened the public hearing.

Lynda McDonough, 1205 High Top Road, voiced her irritation that the term "POA" was still being attributed to POSF, Inc. when it is actually a nonstock corporation; this was in response to Mr. Lenz referring to POSF, Inc. as a POA during his staff report.

Bruce Boyle, 343 Susans Court, said he is a member of the POSF, Inc. Board and reported that POSF, Inc. has applied to be a POA as of one week ago.

There being no further comments from the public, Mrs. Cullers closed the public hearing.

On a motion by Mr. Mabe, seconded by Mrs. Oates, and by the following vote, the Board of Supervisors approved the conditional use permit request of Carl Boswell for a short-term tourist rental with the conditions as recommended by the Planning Commission and staff and listed below:

Mabe, Aye; Cook, Aye; Cullers, Aye; Oates, Aye; Butler, Aye

1. The applicant shall comply with all Warren County Health Department and Warren County Building Inspections and Virginia Statewide Fire Prevention Code regulations and requirements.
2. The maximum number of occupants shall not exceed six as determined according to the Health Department permit for a three-bedroom dwelling.
3. The applicant shall have the well/drinking water tested annually for e-coli and coliform bacteria and a copy of the results shall be submitted to the Planning and Health Departments.
4. The applicant shall have the septic system inspected annually by a State licensed inspector and a copy of the results shall be submitted to the Planning and Health Departments. The system shall also be serviced every five years as recommended by the Health Department and a copy of the service invoice shall be provided to the Planning Department.
5. The discharge of firearms and hunting on the property by guests shall be prohibited.
6. The use of All-Terrain Vehicles (ATVs) by guests on the property and within the subdivision shall be prohibited.

Public Hearing – Conditional Use Permit 2022-04-06, Matthew Ben Tow for a Short-Term Tourist Rental Located at 110 Demel Court – Chase Lenz

Mr. Lenz reported the applicant is requesting a conditional use permit for a short-term tourist rental for the property he recently purchased in December 2021. Mr. Tow and his family fell in love with the Linden area while searching for a second property to serve as a quiet escape from their townhouse in Washington, D.C. and where his children can run around barefoot. He would like to make the property available for short-term rentals for guests visiting the Warren County area when his family is not using the property to take a much-needed break from the hustle and bustle of the city. Mr. Tow and his wife have over 5 years of experience managing two successful short-term rentals in Washington, D.C. and they are superhosts on AirBnB. He plans on engaging Evolve, a third-party management company, to manage the reservations and guest screening. He will use local professional services for cleaning, maintenance, and trash removal.

The Planning Commission has forwarded this application to the Board of Supervisors recommending approval.

Matthew Tow, applicant, stated he did not know of the objections made by the Skyland Estates Community Corporation until during the Planning Commission public hearing. These objections resulted in the addition of a condition to the permit restricting outdoor burning by renters. All his neighbors have fire pits, and this feature is something he desires as well; he asked the Board to remove the outdoor burning restriction.

Mr. Butler commented on how a permanent resident would take care of the home and property with more diligence, but a short-term renter would not have as much vested interest. He understands that it seems persnickety but tends to agree with keeping the condition as proposed. Mr. Tow as the property owner is free to use a fire pit; only guests are restricted from use.

Mrs. Cullers opened the public hearing. There being no comments from the public, Mrs. Cullers closed the public hearing.

On a motion by Mrs. Cook, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors approved the conditional use permit request of Matthew Ben Tow for a short-term tourist rental with the conditions as recommended by the Planning Commission and staff and listed below:

Butler, Aye; Oates, Aye; Cullers, Aye; Cook, Aye; Mabe, Aye

1. The applicant shall comply with all Warren County Health Department, Warren County Building Inspections, and Virginia Statewide Fire Prevention Code regulations and requirements.
2. The maximum number of occupants shall not exceed six as determined according to the Health Department permit for a four-bedroom dwelling.
3. The applicant shall have the well water tested annually for e-coli and coliform bacteria and a copy of the results shall be submitted to the Planning and Health Departments.
4. The applicant shall have the septic system inspected annually by a State licensed inspector and a copy of the results shall be submitted to the Planning and Health Departments. The system shall also be serviced every five years as recommended by the Health Department and a copy of the service invoice shall be provided to the Planning Department.
5. The discharge of firearms and hunting on the property by guests shall be prohibited.
6. The use of All-Terrain Vehicles (ATVs) by guests on the property and within the subdivision shall be prohibited.
7. Outdoor burning and use of fireworks by guests shall be prohibited.

Public Hearing – Sale of County-Owned Real Property Located at 30 E Jackson Street – Alisa Scott

Ms. Scott reported the County has solicited appraisal services in preparation of the sale of 30 E. Jackson through its broker Adams-Nelson & Associates, Inc. After Adams-Nelson marketed the property, the County received one offer Blue Ridge Information Systems for \$240,000.00. The contract purchase price meets the appraisal, but a second offer has been received that she would like the Board to consider.

Mrs. Cullers opened the public hearing. There being no comments from the public, Mrs. Cullers closed the public hearing.

On a motion by Mr. Mabe, seconded by Mrs. Oates, and by the following vote, the Board of Supervisors entered into a closed meeting under the provisions of Section 2.2-3711(A)(3) of the Virginia Freedom of Information Act for the discussion or consideration of the disposition of publicly held real property, such real property being 30 E Jackson Street and the McKay Springs property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body:

Mabe, Aye; Cook, Aye; Cullers, Aye; Oates, Aye; Butler, Aye

On a motion by Mrs. Oates, 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 Section 2.2-3711(A)(3) 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:

Butler, Aye; Oates, Aye; Cullers, Aye; Cook, Aye; Mabe, Aye

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

Public Comment Period (Continued)

Julie Besecker, 105 Bluebell Court, Winchester, said she has taught at Ressie Jeffries Elementary School since 2016. Adding in cuts to the proposed FY 2022-2023 budget for WCPS at the last minute was very sneaky. The Board approving the proposed bonuses should be a no-brainer, especially for teachers; teachers have been more than flexible than ever thought of between classroom and curriculum changes. Additionally, saying the schools' administration should not get this bonus because they make "enough already" is wrong.

Melanie Salins, 95 Murrays Drive, stated good governance requires communication and should not be rushed, which is why she was shocked when she saw the proposed motions in item O with reductions to the WCPS budget. She and her fellow School Board members worked diligently to come up with a budget plan for FY 2022-2023 that was balanced but fiscally responsible. But now that the State has awarded school systems increased funding, the County is proposing to cut its contribution by an equal amount. The Board of Supervisors and School Board have not had the opportunity to discuss these

proposed changes jointly. She was told that these proposed changes did not come from the Board of Supervisors but rather from a conversation between the County Administrator and Finance Director.

Jessica Forbes, 1446 Acorn Hill Road, said this was her first year as a teacher for WCPS. She plans to continue teaching here because of the community, but the message the Board of Supervisors is conveying suggests she should leave. The Board is sending the message that it does not care about the future of education in the County. She would love to stay and teach here for the next 20 years, but changes need to be made, and they start with the Board.

Carla Snell, 315 W 11th Street, has been a teacher in Warren County for nearly two decades. She believes cutting the proposed WCPS budget is reckless and disrespectful and also believes the Board should approve the proposed bonuses. Teachers work way beyond their contracted hours; because of underfunding, she was the only Special Education-inclusive teacher for the entire History department at her school. She was also the backup nurse at WCHS during the COVID-19 pandemic. She is thankful for the staff, the Superintendent, and her principal for rallying behind the teachers over the past few years, and now it is the Board of Supervisors' turn to do the same.

Stevie Budd, 737 E Stonewall Drive, has chosen to dedicate her career to serving children in Warren County as an English teacher at Warren County Middle School. She is shocked and dismayed by the words and actions of this Board that imply the children who attend school here do not matter. She questioned, what advantages do the children of this County not deserve? Budget cuts rob classrooms of highly qualified staff. She told the Board to not take opportunities away from the children of this community and to not approve budget cuts to the FY 2022-2023 budget for WCPS.

Ralph Rinaldi, School Board member, said the biggest thing he learned when he was running for election for the School Board was that people were not only concerned about retaining teachers in Warren County, but also the custodians, maintenance workers, and bus drivers. All WCPS employees have shown exceptional dedication over the past few years, specifically related to the COVID-19 pandemic, and he encouraged the Board of Supervisors to not cut them short.

Andrea Lo, School Board member, reminded the Board of her position on the Joint Budget Subcommittee, and even she did not realize what was being proposed for the FY 2022-2023 budget until 7:15 PM this evening. She is disappointed that she did not know sooner and that there were no conversations had with the Subcommittee or with the School Board about the Board of Supervisors' intentions.

There were no further comments from the public.

Appropriations and Transfers

On a motion by Mrs. Cook, seconded by Mrs. Oates, and by the following vote, the Board of Supervisors approved the appropriations and transfers as presented and shown below for June 2022:

Mabe, Aye; Cook, Aye; Cullers, Aye; Oates, Aye; Butler, Aye

APPROPRIATIONS

Lake Front Royal Sanitary District	Appropriation for Internal Projects, road work planned and performed, and transfer funds from Operating to cover overrun	\$147,169
Fire and Rescue	To appropriate the insurance recovery for the loss of 2003 Spartan Engine. The County has deposited the check and will make payment to the FRVD	\$224,750
Fire and Rescue	To appropriate VDEM - Grant Funding Emergency Management	\$2,669
Sheriff's Office	To appropriate extradition reimbursements from travel expenses incurred to pick up fugitives	\$2,318
Parks and Recreation	Three donations received for Avtex Shelter Picnic Tables	\$3,096
Sheriff's Office	To appropriate funds for a JAM Grant from the Warren Coalition to compensate the salary of SRO's	\$2,357

TRANSFERS

Public Works Refuse Disposal	Line Item Transfers for overrun and end of the Year Budget	\$19,199
Public Works Sanitation District	Line Item Transfers for overrun and end of the Year Budget	\$14,736
Fire and Rescue	Insurance Claim Reimbursement, Adjustment for Towing Eng. #4	\$1,658
Planning and Zoning	Transfer to cover the additional costs of advertising due to the increased amount of advertising for public hearings for new applications	\$2,000
County Attorney	Transfer remaining funds remaining in the current budget to 12040-5401 so the office can purchase necessary office supplies	\$1,500
General District Court	Transfer to cover phone bill costs	\$4,500
Clerk of Court	Transfer reimbursement to TTF GL to line item transfer to appropriate expenditures; service contracts, and computer equipment	\$32,289
Clerk of Court	Transfers from Operating and Capital to Balance Budget	\$3,365
Clerk of Court	Transfer from Operating and Capital to correct coding errors	\$13,082

Approval of Accounts

On a motion by Mrs. Cook, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors approved the list of June 2022 accounts as presented:

Butler, Aye; Oates, Aye; Cullers, Aye; Cook, Aye; Mabe, Aye

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 special meeting of June 3, 2022 and its regular meeting of June 7, 2022:

Mabe, Aye; Cook, Aye; Cullers, Aye; Oates, Aye; Butler, Aye

Unfinished Business – Appropriation of \$343,600 to the Warren County Public Schools Capital Improvements Fund – Dr. Chris Ballenger

Dr. Chris Ballenger, WCPS Superintendent, reported at the May 18, 2022 regular meeting of the Warren County School Board, approval was given to request that the Warren County Board of Supervisors appropriate \$343,600 to the School Capital Improvements Fund to replace the membrane roof at Blue Ridge Technical Center. Funding for this project would come from the portion of the FY 2020 WCPS operating fund surplus that was previously requested for school capital projects.

The existing membrane roof has developed multiple leaks over the years with previous repair attempts unsuccessful. Staff posted an Invitation for Bid (IFB) utilizing the Commonwealth's eVA Procurement website along with the school division's website at the end of March 2022. A pre-bid meeting was conducted on April 13, 2022 with eight (8) contractors in attendance. Five (5) bids were received on April 29, 2022 with Black Stone Roofing, LLC, the lowest most responsive bidder at \$343,600.

On a motion by Mrs. Oates, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors approved the request of Warren County Public Schools to appropriate \$343,600 from the County's General Fund Balance to the School Capital Improvement Fund for the purpose of the award of a contract to Black Stone Roofing, LLC for the replacement the membrane roof at Blue Ridge Technical Center:

Butler, Aye; Oates, Aye; Cullers, Aye; Cook, Aye; Mabe, Aye

Unfinished Business – FY 2021-2022 Budget Category Transfer Request of Warren County Public Schools – Dr. Chris Ballenger

Kristen Pence, Chair of the School Board, provided a review of the history of this request stemming from the May 18, 2022 work session of the School Board and the joint work session with the Board of Supervisors on June 14, 2022. The main concern the Board of Supervisors had with the proposed bonuses was that teachers who had resigned would be receiving them as well, approximately ninety (90) employees costing around \$225,000.

Rob Ballentine, WCPS Finance Director, assured the Board that budget transfer and appropriation requests will be provided in a timelier manner in the future. This year (FY 2021-2022) was the first year where the WCPS budget was adopted categorically instead of one lump figure, and it has been a learning process for all.

Dr. Ballenger noted that the category transfer for bonuses was requested because the following staff could not be covered in the existing budget: 8 nurses, 2 attendance counselors, 5 School Board office administrative assistants, 1 maintenance administrative assistant, 10 maintenance technicians, 6 technology integration coaches, 8 computer technicians, 4 County office specialists, 1 maintenance supervisor, 3 psychologists, the Director of Facilities, Director of Technology, Director of Human Resources, Director of Finance, and Assistant Superintendents.

On a motion by Mr. Butler, seconded by Mrs. Cook, and by the following vote, the Board of Supervisors approved the budget category transfer in the amount of \$125,000 to provide bonuses for fifty (50) additional employees who could not be covered in the existing line item budget:

Mabe, Aye; Cook, Aye; Cullers, Aye; Oates, Aye; Butler, Aye

Unfinished Business – Sole Source Contract with Frederick Andreae Architects for Architectural Services – Alisa Scott

Ms. Scott reported the County has previously solicited and awarded a contract for professional services to Frederick Andreae Architects for “Architectural Services” on January 10, 2017. The initial term of the contract was for one (1) year from January 10, 2017 through January 10, 2018 and renewable for four (4) additional one (1) year terms or until completion of active projects. As of January 2022, there are a few remaining active projects which the County needs to complete.

The County Attorney, Senior Assistant County Attorney, and Purchasing Officer recommend entering into a sole source agreement with Frederick Andreae Architects. In accordance with Section 2.2-4303 Methods of Procurement, Sole Source procurement is allowed upon written determination that there is only one source practicably available for that which is being procured. It would be unreasonably expensive for the County to switch engineering firms and procure professional services from any other engineering firm when projects are near completion. Upon award, the County will post a notice of sole source award on the Commonwealth of Virginia’s e-procurement portal www.eVA.gov.

On a motion by Mrs. Oates, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors approved the sole source award to Frederick Andrae Architects for \$21,500 for the completion of the New Voting Room, New Staff Building at Bentonville Landfill/Septic Field, and the Senior Center on behalf of Warren County and further authorized the Chair and County Administrator, either of whom may act, to execute all necessary documents that have been approved by the County Attorney or the Assistant County Attorney:

Butler, Aye; Oates, Aye; Cullers, Aye; Cook, Aye; Mabe, Aye

Unfinished Business – Sole Source Contract with Racey Engineering, PLLC for Engineering Services – Alisa Scott

Ms. Scott reported the County has previously solicited and awarded a contract for professional services to Racey Engineering, PLLC, Inc., for “Engineering Services” on July 1, 2014. The initial term of the contract was for one (1) year from July 1, 2014 through June 30, 2015 and renewable for four (4) additional one (1) year terms or until completion of active projects. As of January 2022, there are a few remaining active projects which the County needs to complete.

The County Attorney, Senior Assistant County Attorney, and Purchasing Officer recommend entering into a sole source agreement with Racey Engineering. In accordance with Section 2.2-4303 Methods of Procurement, Sole Source procurement is allowed upon written determination that there is only one source practicably available for that which is being procured. It would be unreasonably expensive for the County to switch engineering firms and procure professional services from any other engineering firm when projects are near completion. Upon award, the County will post a notice of sole source award on the Commonwealth of Virginia’s e-procurement portal www.eVA.gov.

On a motion by Mr. Mabe, seconded by Mrs. Cook, and by the following vote, the Board of Supervisors approved the sole source award to Racey Engineering for \$23,900 for the completion of the Rockland Park Basketball Court, New Staff Building at Bentonville Landfill/Septic Field, and the Senior Center on behalf of Warren County and further authorized the Chair and County Administrator, either of whom may act, to execute all necessary documents that have been approved by the County Attorney or the Assistant County Attorney:

Mabe, Aye; Cook, Aye; Cullers, Aye; Oates, Aye; Butler, Aye

Consent Agenda

1. Road Naming Request for “Hilltop Road” off Pomeroy Road – Emma Rusnak
2. Front Royal-Warren County Airport Commission Appointment(s) – Vicky Cook

3. Shenandoah Farms Sanitary District Advisory Committee Appointment(s) – Ed Daley
4. Front Royal-Warren County Joint Tourism Board Appointment(s) – Taryn Logan
5. Resolution of Support for Virginia Department of Transportation Smart Scale Program Project Applications for FY 2024 – Taryn Logan
6. ~~Item Removed from Agenda~~
7. Festival Permit Request of the Homesteaders of America – Chase Lenz
8. Festival Permit Request of the Warren County Fair Association – Chase Lenz
9. Amend Samuels Public Library Lease Agreement for Amphitheater – Caitlin Jordan
10. Agreement for Samuels Public Library Amphitheater Construction – Caitlin Jordan
11. Sole Source Contract with Hoffman Mechanical for HVAC Maintenance at the Public Safety Building – Alisa Scott
12. Virginia Risk Sharing Association Self-Insurance Pool for Auto, Property, Liability, and Workers' Compensation Insurance – Alisa Scott
13. Contract for Health Insurance Consulting Services – Alisa Scott/Jane Meadows
14. Authorization to Advertise for Public Hearing – Conditional Use Permit 2022-05-01, Ferhan Ture for a Short-Term Tourist Rental – Chase Lenz
15. Authorization to Advertise for Public Hearing – Conditional Use Permit 2022-05-02, Douglas and Christina Alley for Private Use Camping – Matt Wendling
16. Authorization to Advertise for Public Hearing – Conditional Use Permit 2022-05-03, Seung Wan (Brian) Suh for a Bed and Breakfast – Matt Wendling
17. Authorization to Advertise for Public Hearing – Conditional Use Permit 2022-05-04, Valley View Ventures, LLC (Brooklyn Steele) for a Short-Term Tourist Rental – Chase Lenz
18. Authorization to Advertise for Public Hearing – Conditional Use Permit 2022-05-05, Edward Sperry for a Guesthouse – Matt Wendling
19. Authorization to Advertise for Public Hearing – Conditional Use Permit 2022-05-06, Hunter Hughes and Rinku Sinha for a Short-Term Tourist Rental – Matt Wendling
20. Authorization to Advertise for Public Hearing – Conditional Use Permit 2022-05-07, James Elliott, Jr. for a Short-Term Tourist Rental – Chase Lenz
21. Authorization to Advertise for Public Hearing – Conditional Use Permit 2022-05-08, Self-Realization Fellowship Church for a Church – Matt Wendling
22. Authorization to Advertise for Public Hearing – Conditional Use Permit 2022-06-10, Shahi Foods, LLC for a Food Processing Facility – Matt Wendling
23. Authorization to Advertise for Public Hearing – Z2022-05-02, Warren County Planning Commission to Amend Sections 180-8 and 180-16 of the Warren County Code re: Floodplain Overlay District – Matt Wendling

Mr. Mabe noted that for item #3, the consensus of the Board following interviews was to appoint Bruce Boyle, Matt Devine, and Charles Thilking to the Shenandoah Farms Sanitary District Advisory Committee (SFSDAC) for respective two-year terms beginning July 1, 2022 and ending June 30, 2024 and further appoint Sarah Saber and Todd Tennant for respective staggered two-year terms beginning July 1, 2022 and ending June 30, 2023.

Mrs. Oates further noted that for item #4, the consensus of the Board following interviews was to appoint Jesse McClain to the Front Royal-Warren County Joint Tourism Board.

On a motion by Mrs. Oates, seconded by Mrs. Cook, and by the following vote, the Board of Supervisors approved the Consent Agenda as presented and further scheduled a special meeting to be held at 7:00 PM on Tuesday, July 26, 2022 for the purpose of holding the public hearings as requested to be advertised:

Butler, Aye; Oates, Aye; Cullers, Aye; Cook, Aye; Mabe, Aye

RESOLUTION OF THE BOARD OF SUPERVISORS OF WARREN COUNTY, VIRGINIA

WHEREAS, the Virginia Department of Transportation has adopted procedures for evaluating and scoring potential transportation improvement projects submitted by localities through the FY 2024 Smart Scale Program; and

WHEREAS, the Virginia Department of Transportation has opened the Smart Scale Program application process and has requested localities to submit candidate projects to be considered for inclusion in the FY 2024 - 2029 Six Year Improvement Plan; and

WHEREAS, the County of Warren is an eligible locality to apply for transportation improvement projects through the Smart Scale Program; and

WHEREAS, each of the three (3) projects for which the County is applying play important roles in the County's long-range transportation plans and short term safety needs; and

WHEREAS, this Resolution supports the following County of Warren's FY 2024 Smart Scale Program transportation improvement project applications:

Route 55 East / John Marshall Highway – Intersection improvements at High Knob Road to include right and left turn lanes

Route 55 West / Strasburg Road – Intersection improvements at Fort Valley Road / Bucks Mill Road to include right and left turn lanes and drainage structure upgrades

Route 340 South / Stonewall Jackson Highway – VDOT district safety study will identify project improvements on Route 340 South (Stonewall Jackson Highway), which may include shoulder improvements and turn lane improvements from Route 619 (Rivermont Drive) to Route 607 (Rocky Lane)

NOW, THEREFORE, BE IT RESOLVED that the Warren County Board of Supervisors is supportive of these applications for inclusion in the Virginia Department of Transportation's FY 2024 - 2029 Six Year Improvement Plan.

RESOLUTION OF THE BOARD OF SUPERVISORS OF WARREN COUNTY TO APPROVE THE AMENDED AND RESTATED MEMBER AGREEMENT TO JOIN THE VIRGINIA RISK SHARING ASSOCIATION, A GROUP SELF-INSURANCE POOL

WHEREAS, the County of Warren, Virginia desires to protect against liability claims and property losses and to provide for payment of claims or losses for which the County may be liable; and

WHEREAS, the Virginia Risk Sharing Association (VRSA), a group self-insurance pool, has been established pursuant to Chapter 27 of Title 15.2 of the Code of Virginia; and

WHEREAS, it is desirable for the County of Warren, Virginia to join the Virginia Risk Sharing Association Group Self Insurance Risk Pool in order to provide a method of risk sharing for liability claims and property losses.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the County of Warren, Virginia hereby agrees to the member agreement entitled "Amended and Restated Member Agreement" creates a group fund to pay liability claims and property losses of the counties and other localities of Virginia joining the group, and we acknowledge we have received a copy of the supporting documents.

BE IT FINALLY RESOLVED that Edwin C. Daley is authorized to execute the member agreement to join the Virginia Risk Sharing Association Group Self Insurance Risk Pool and to act on behalf of the County of Warren in any other matter relative to the Virginia Risk Sharing Association.

Adoption of the FY 2022-2023 Budget – Matt Robertson

Matt Robertson, Finance Director, reported due to the delay in the Commonwealth of Virginia in adopting a Fiscal Year 2023 budget, Warren County wishes to adopt a baseline budget for FY 2022-2023 with the understanding that additional transfers/appropriations may be necessary after the beginning of the new fiscal year as a finalized State Budget is published.

There are two versions of the FY 2022-2023 Budget presented for approval. Both versions include no changes from the Proposed Budget aside from minor updates in personnel and debt projections. This led to an overall decrease of approximately \$150,000 from the Proposed to Adopted Budget. Other variations are noted below by version:

Version A – The School Operating Fund contribution from the locality is decreased by \$737,739 from their updated June requested amount. That amount is the increased support from the Commonwealth of Virginia in the General Assembly’s approved budget. This would decrease the General Fund spending to \$88,902,705 or a 0.5% increase from the prior year. A total of \$12,371,642 of funding is identified for the Leslie Fox Keyser renovation.

Version B – The School Operating Fund contribution from the locality is decreased by \$3.5 million from their updated June requested amount. An additional \$3.5 million is transferred from the General Fund to the School Capital Improvement Fund for renovations to Leslie Fox Keyser. This would increase the General Fund spending to \$89,640,444 or a 1.5% increase from the prior year. A total of \$15,871,642 of funding is identified for the Leslie Fox Keyser renovation.

Dr. Daley recommended the Board move forward with adopting 75% of the overall School Operating Fund Categories and to meet with the Joint Finance Subcommittee to discuss what funding can be made available to ensure renovations to both Leslie Fox Keyser and E. Wilson Morrison Elementary Schools can be completed.

On a motion by Mrs. Oates, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors adopted Version A of the FY 2022-2023 budget for Warren County with 75% adopted of all categories within the School Operating Fund:

Mabe, Aye; Cook, Aye; Cullers, Aye; Oates, Aye; Butler, Aye

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

On a motion by Mr. Mabe, seconded by Mrs. Cook, and by the following vote, the Board of Supervisors entered into a closed meeting under the provisions of Section 2.2-3711(A)(8) of the Virginia Freedom of Information Act for consultation with legal counsel for the provision of legal advice regarding the Rivermont Volunteer Fire Department:

Butler, Aye; Oates, Aye; Cullers, Aye; Cook, Aye; Mabe, Aye

On a motion by , seconded by , 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 Section 2.2-3711(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; Cook, Aye; Cullers, Aye; Oates, Aye; Butler, Aye

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

Adjournment

Mrs. Cullers adjourned the meeting at 12:08 AM.

WARREN COUNTY CODE CHAPTER 38
PROCUREMENT POLICY

ARTICLE 1
GENERAL PROVISIONS

§ 1.1 Preamble.

These provisions shall collectively be the procurement policy for Warren County (the "County").

§ 1.2 Purpose.

This policy is intended to provide County officials and employees with information and guidelines for the procurement of goods and services on behalf of the County. The purpose of this policy is to increase public confidence in purchasing by the County, to encourage competition among vendors and contractors, to administer fair and impartial purchasing procedures, and to obtain high quality goods and services at a reasonable price.

§ 1.3 Application.

(a) This policy applies to the procurement of goods, services, insurance, and construction by the County from nongovernmental sources.

(b) When a procurement transaction involves the expenditure of federal assistance or contract funds, the receipt of which is conditioned on compliance with mandatory requirements in federal laws or regulations not in conformance with the provisions of the Virginia Public Procurement Act (Va. Code § 2.2-4300, *et seq.*) and this policy, the County may comply with such federal requirements, notwithstanding contrary provisions of state law or this policy, only upon the written determination by the County Administrator that acceptance of the grant or contract funds under the applicable conditions is in the public interest. Such determination shall state the specific provisions of state law and this policy that conflict with the conditions of the grant or contract.

§ 1.4 Effective Date of Policy.

This policy shall become effective July 1, 2022 and shall replace all purchasing and contracting policies previously adopted. Any contract entered into prior to July 1, 2022, shall be governed by the procurement policies and regulations of the County in effect at the time the contract was executed.

§ 1.5 Severability.

If any provision of this policy is declared invalid under any circumstances, all other provisions of this policy shall remain in full effect to the greatest extent possible without the invalid provision.

§ 1.6 Definitions.

As used in this policy, the terms listed below have the following meanings. Any term not defined has the meaning assigned in the Virginia Public Procurement Act (Va. Code § 2.2-4300, *et seq.*).

(1) Best Value. The overall combination of quality, price, and various elements of required services that in total is optimal relative to the County's needs.

(2) Business. Any type of corporation, partnership, limited liability company, association, or sole proprietorship operated for profit.

(3) Change Order (Unilateral). A written order signed and unilaterally issued by the Purchasing Agent directing the contractor to make changes that is issued pursuant to a contract provision that authorizes the Purchasing Agent to order such changes without the consent of the contractor.

(4) Confidential Information. Any information available to an employee only because of the employee's status as an employee of the County and that is not a matter of public knowledge or available to the public on request.

(5) Construction. Building, altering, repairing, improving or demolishing any structure, building or highway, and any draining, dredging, excavation, grading or similar work upon real property.

(6) Construction Management Contract. A contract in which a party is retained by the owner to coordinate and administer contracts for construction services for the benefit of the owner, and may also include, if provided in the contract, the furnishing of construction services to the owner.

(7) Contract. All types of County agreements, regardless of what they may be called, for the procurement of goods, services, insurance or construction.

(8) Contract Modification. Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provision of any contract accomplished by mutual action of the parties to the contract.

(9) Contractor. Any person having a direct contract with the County.

(10) Cost-Reimbursement Contract. A contract under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms and the provisions of this policy, and a fee or profit, if any.

(11) County. Warren County, Virginia.

(12) Design-Build Contract. A contract under which a contractor agrees to both design and build the structure or other item specified in the contract.

(13) Direct or Indirect Participation. Involvement in any procurement transaction through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or acting in any other advisory capacity.

(14) Employee. Any person receiving a salary or wages, performing personal services, or serving as an elected official for the County or any department, agency, commission, council, board or other entity established by the County.

(15) Goods. All material, equipment, supplies, printing and automated data processing hardware and software.

(16) Governing Body. The County's Board of Supervisors.

(17) Immediate Family. A spouse, children, parents, brothers and sisters, and any other person living in the same household as the employee.

(18) Informality. A minor defect or variation of a bid or proposal from the exact requirements of the Invitation to Bid, or the Request for Proposal, which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

(19) Insurance. A contract whereby, for a stipulated consideration, one party undertakes to compensate the other for loss on a specified subject by specified perils.

(20) Invitation to Bid or Invitation for Bid. All documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.

(21) Job Order Contracting. A method of procuring construction by establishing a book of unit prices and then obtaining a contractor to perform work as needed using the prices, quantities, and specifications in the book as the basis of its pricing. The contractor may be selected through either competitive sealed bidding or competitive negotiation depending on the needs of the County. A minimum amount of work may be specified in the contract.

(22) Multiphase Professional Services Contract. A contract for the providing of professional services where the total scope of work of the second or subsequent phase of the contract cannot be specified without the results of the first or prior phase of the contract.

(23) Nonprofessional Services. Any services not specifically identified as professional services in the definition of professional services.

(24) Official Responsibility. Administrative or operating authority, whether intermediate or final, to initiate, approve, disapprove or otherwise affect a procurement transaction or any claim resulting therefrom.

(25) Person. Any business, individual, union, committee, club, other organization, or group of individuals.

(26) Personal Interest. A financial benefit or liability that exists by reason of (i) ownership in a business if the ownership interest exceeds three percent of the total equity of the business; (ii) annual income that exceeds, or may reasonably be anticipated to exceed, \$5,000 from ownership in real or personal property or a business; (iii) salary, other compensation, fringe benefits, or benefits from the use of property, or any combination thereof, paid or provided by a business or governmental agency that exceeds, or may reasonably be anticipated to exceed, \$5,000 annually; (iv) ownership of real or personal property if the interest exceeds \$5,000 in value and excluding ownership in a business, income, or salary, other compensation, fringe benefits or benefits from the use of property; (v) personal liability incurred or assumed on behalf of a business if the liability exceeds three percent of the asset value of the business; or (vi) an option for ownership of a business or real or personal property if the ownership interest will consists of (i) or (iv) above.

(27) Potential Bidder or Offeror. A person who, at the time the County negotiates and awards or proposes to award a contract, is engaged in the sale or lease of goods, or the sale of services, insurance or construction, of the type to be procured under the contract, and

who at such time is eligible and qualified in all respects to perform that contract, and who would have been eligible and qualified to submit a bid or proposal had the contract been procured through competitive sealed bidding or competitive negotiation.

(28) Pricing Data. Factual information concerning prices for items substantially similar to those being procured. Prices in this definition refer to offered or proposed selling prices, historical selling prices and current selling prices. The definition refers to data relevant to both prime and subcontract prices.

(29) Procurement Act. The Virginia Public Procurement Act, § 2.2-4300; Chapter 43, Title 2.2, 1950 Code of Virginia, as amended.

(30) Procurement Transaction. All functions that pertain to the obtaining of any goods, services or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

(31) Professional Services. Work performed by an independent contractor within the scope of the practice of accounting, actuarial services, architecture, land surveying, landscape architecture, law, dentistry, medicine, optometry, pharmacy or professional engineering.

(32) Public Body. Any legislative, executive or judicial body, agency, office, department, authority, post, commission, committee, institution, board or political subdivision created by law to exercise some sovereign power or to perform some governmental duty and empowered by law to undertake the activities described in this policy.

(33) Purchasing Agent. The County Administrator or an authorized designee.

(34) Request for Proposal. A written public notification soliciting proposals for professional, nonprofessional, or contractor services. A Request for Proposal generally describes the services sought, the unique capabilities or qualifications needed to perform the work, factors to be used to evaluate the proposals and the conditions for negotiating the prices and terms with the offerors. A Request for Proposal includes all documents attached or incorporated by reference that are utilized for soliciting proposals.

(35) Request for Qualifications. A written public notification inviting interested qualified persons to apply for prequalification.

(36) Responsible Bidder or Offeror. A person who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability that will assure good faith performance, and who has been prequalified, if required.

(37) Responsive Bidder. A person who has submitted a bid which conforms in all material respects to the Invitation to Bid.

(38) Reverse Auctioning. A procurement method wherein bidders are invited to bid on specified goods or nonprofessional services through real-time electronic bidding, with the award being made to the lowest responsive and responsible bidder. During the bidding

process, bidders' prices are revealed and bidders shall have the opportunity to modify their bid prices for the duration of the time period established for bid opening.

(39) Services. Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

(40) Specification. A description of the performance, design, or combination of performance and design of a required good and/or, service. It may include a description of any requirement for inspecting, testing, or preparing a good, service, or construction item for delivery.

(41) Statement of Need. In general terms, a clear and flexible statement that conveys the County's need for the successful delivery of goods and/or performance of services.

ARTICLE 2 OFFICE OF THE PURCHASING AGENT

§ 2.1 Establishment and Appointment.

(a) There is hereby created a purchasing system to operate under the direction and supervision of the County Administrator.

(b) The County Administrator shall be the County's Purchasing Agent. The Deputy County Administrator may act in the event the County Administrator is absent or unavailable.

§ 2.2 Purchasing Agent's Authority.

The Purchasing Agent is authorized to procure goods, services, insurance and construction in accordance with this policy.

§ 2.3 Duties.

In accordance with this policy, the Purchasing Agent shall: (a) purchase or supervise the purchasing of all goods, services, insurance, and construction needed by the County; (b) exercise direct supervision over the County's central stores and general supervision over all other inventories of goods belonging to the County; and (c) establish and maintain programs for specifications, development, contract administration, and inspection and acceptance, in cooperation with the departments using the goods, services, and construction.

§ 2.4 Operational Procedures.

The Purchasing Agent may adopt operational procedures relating to the execution of the duties assigned herein in a manner consistent with this policy.

§ 2.5 Delegation.

The Purchasing Agent may delegate authority to purchase certain supplies, services or construction items to other employees of the County if such delegation is deemed necessary by the Purchasing Agent for the effective procurement of those items.

§ 2.6 Unauthorized Purchases.

Except as herein provided, no official, elected or appointed, or any employee shall purchase or contract for any goods, services, insurance, or construction within the purview of this policy. Any purchase order or contract made contrary to the provisions of this policy is unauthorized and shall not bind the County.

**ARTICLE 3
EXCEPTIONS TO REQUIREMENTS
FOR COMPETITIVE PROCUREMENT**

§ 3.1 Purchases From Governmental Sources.

Purchases from governmental agencies are not covered by the Procurement Act or this policy. There are no procedural requirements for such purchases.

§ 3.2 Cooperative Procurement.

The County may purchase goods and services under a procurement process initiated by another governmental body. This provision does not apply to contracts for architectural services, engineering services, or construction.

§ 3.3 Small Purchases.

(a) Subject to Subsection (c), the Purchasing Agent may award single or term contracts using the procedures in Subsection (b) without competitive sealed bidding or competitive negotiation for:

- (1) Goods and services other than professional services and non-transportation-related construction, if the aggregate or the sum of all phases is not expected to exceed \$100,000;
- (2) Transportation-related construction, if the aggregate or sum of all phases is not expected to exceed \$25,000; and
- (3) Professional Services, if the aggregate or sum of all phases is not expected to exceed \$80,000.

(b) Small Purchase Procedures.

- (1) Purchases Less Than \$5,000:

Contracts may be awarded for the purchase of goods or services of less than \$5,000 without any procurement process so long as the individual making the purchase has no reason to believe that equivalent goods or services are available at a lower cost elsewhere.

- (2) Purchases Greater Than \$5,000 Up To \$100,000:

- (i) If reasonably possible, written price quotations should be solicited from three vendors who can meet the County's requirements for quality, quantity, delivery time, etc. Price quotations may be secured via telephone, catalog, internet, eVA, or written inquiry.

(ii) Once price quotations are secured under Subsection (b)(2)(i), a purchase order must be prepared that includes the following information:

- The date of preparation;
- The preparer's name and department;
- The name of the vendor;
- A description of each article or service being purchased;
- The unit price and total amount for each item;
- The quantity of units being purchased;
- The total purchase order amount; and
- Copies of price quotes obtained pursuant to Subsection (b)(2)(i).

(iii) Approval by a Department Head, the Finance Department, and Purchasing Agent is required for purchases under this subsection.

(c) Notwithstanding Subsections (a) and (b):

- (1) Any construction contract for a building or an addition to or improvement of an existing building involving state funds of \$50,000 or more must be procured by competitive sealed bidding or competitive negotiation as provided in § 4.1.
- (2) The Purchasing Agent may utilize any procurement process described in Article 4 for any small purchase when doing so is in the best interest of the County.
- (3) The Purchasing Agent may also submit any purchase otherwise authorized under Subsections (a) and (b) for approval by the Governing Body.

§ 3.4 Legal Services.

The County may contract for legal services, expert witnesses, and services associated with litigation or regulatory proceedings without competitive procurement.

§ 3.5 Sole Source Procurement.

Upon a determination in writing that there is only one source practicably available for that which is to be procured, a contract may be negotiated and awarded to that source without competitive sealed bidding or competitive negotiation. The writing shall document the basis for this determination. Sole source justification based on a single vendor's capability to deliver in the least amount of time is not appropriate since availability alone is not a valid basis for determining a sole source procurement. The Purchasing Agent shall issue a written notice stating that only one source was determined to be practicably available, and identifying that which is being procured, the contractor selected, and the date on which the contract was or will be awarded. The notice shall be posted on the County's website and in a designated public area of the County's offices. The notice may be posted on the Department of General Services' central electronic procurement website and published in a newspaper of general circulation on the day the contract is awarded or the decision to award the contract is announced, whichever occurs first.

§ 3.6 Emergency Purchases.

(a) In case of emergency, a contract may be awarded without competitive sealed bidding or competitive negotiation; however, such procurement shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. The Purchasing Agent shall issue a written notice stating that the contract is being awarded on an emergency basis, and identifying that which is being procured, the contractor selected, and the date on which the contract was or will be awarded. The notice shall be posted on the County's website and in a designated public area of the County's offices. The notice may be posted on the Department of General Services' central electronic procurement website and published in a newspaper of general circulation on the day the contract is awarded or the decision to award the contract is announced, whichever occurs first.

(b) The Purchasing Agent or an authorized designee may deem an emergency to exist in the following circumstances:

- (1) A breakdown in machinery or equipment;
- (2) A threatened termination of essential services;
- (3) The development of a dangerous condition;
- (4) Any circumstance causing curtailment or diminution of an essential service; or
- (5) Any circumstance in which materials or services are needed to prevent loss of life or property.

§ 3.7 Purchases at Auction.

(a) Upon a determination made in advance by the Purchasing Agent and set forth in writing that the purchase of goods, products, or commodities from a public auction sale is in the best interests of the public, such items may be purchased at the auction, including online public auctions. The writing shall document the basis for this determination. However, bulk purchases of commodities used in road and highway construction and maintenance, and aggregates shall not be made by online public auctions.

(b) The purchase of goods or nonprofessional services, but not construction or professional services, may be made by reverse auctioning. However, bulk purchases of commodities used in road and highway construction and maintenance, and aggregates shall not be made by reverse auctioning.

ARTICLE 4 SOURCE SELECTION and GENERAL REQUIREMENTS

§ 4.1 Source Selection.

(a) Contracts for the purchase or lease of goods, services other than professional services, and insurance may be procured with either competitive sealed bidding or competitive negotiation.

- (b) Professional services shall be procured by competitive negotiation.
- (c) Construction must be procured by competitive sealed bidding except that competitive negotiation may be used in the following instances:
 - (1) For a fixed price design-build contract or a construction management contract.
 - (2) For the construction of highways and any draining, dredging, excavation, grading or similar work upon real property upon a determination, made in advance by the Purchasing Agent and set forth in writing, that competitive sealed bidding is either not practicable or not fiscally advantageous to the public. The writing shall document the basis for this determination.

§ 4.2 Prequalification Generally; Prequalification for Construction.

(a) The Purchasing Agent may prequalify prospective contractors for particular types of supplies, services, insurance, or construction, and limit consideration of bids or proposals to prequalified contractors. The opportunity to prequalify shall be given to any prospective contractor who has not been suspended or debarred under this policy.

(b) The application form to prequalify contractors for construction shall set forth the criteria upon which the qualifications of prospective contractors will be evaluated. The application form shall request of prospective construction contractors only such information as is appropriate for an objective evaluation of all prospective contractors pursuant to such criteria. The form shall allow the prospective contractor seeking prequalification to request, by checking the appropriate box, that all information voluntarily submitted by the contractor pursuant to this subsection shall be considered a trade secret or proprietary information subject to the provisions of § 13.2(f) of this policy. Advance notice shall be given of the deadline for the submission of prequalification applications. The deadline for submission shall be sufficiently in advance of the date set for the submission of bids for such construction so as to allow the procedures set forth in this subsection to be accomplished.

(c) Any contractor that applies for prequalification shall be notified in writing whether they have been prequalified at least 30 days prior to the deadline for submitting bids or proposals under the procurement of the contract for which the prequalification applies. If prospective contractor is denied prequalification, the written notification shall include the reasons for denial and the factual basis of such reasons. Notices of refusal of prequalification shall be kept and made a part of the contract file.

(d) In considering any request for prequalification, the Purchasing Agent shall determine whether the contractor possesses management, financial soundness, and a history of performance that demonstrates the apparent ability to successfully complete all requirements of the contract being procured. The Purchasing Agent may require prospective contractors to submit information that the Purchasing Agent deems pertinent, including samples, financial reports, and references. The Purchasing Agent may employ standard forms designed to elicit necessary information, or may design other forms for that purpose.

(e) Prequalification of a contractor shall not constitute a conclusive determination that the contractor is responsible, and such bidder may be rejected as nonresponsible on the basis of subsequently discovered information.

(f) Failure of a contractor to prequalify with respect to one procurement transaction shall not bar the contractor from seeking prequalification as to other procurement transactions or bidding on procurement transactions that do not require prequalification.

(g) Prequalification may be denied to any contractor only if the Purchasing Agent finds one of the following:

- (1) The contractor does not have sufficient financial ability to perform the contract that would result from such procurement. If a bond is required to ensure performance of a contract, evidence that the contractor can acquire a surety bond from a corporation included on the United States Treasury's list of acceptable surety corporations in the amount and type required by the County shall be sufficient to establish the financial ability of the contractor to perform the contract resulting from such procurement;
- (2) The contractor does not have appropriate experience to perform the construction project in question;
- (3) The contractor or any officer, director or owner thereof has had judgments entered against him or her within the past ten years for the breach of contracts for governmental or nongovernmental construction, including, but not limited to, design-build or construction management;
- (4) The contractor has been in substantial noncompliance with the terms and conditions of prior construction contracts with a public body without good cause. If the County has not contracted with a contractor in any prior construction contracts, the Purchasing Agent may deny prequalification if the contractor has been in substantial noncompliance with the terms and conditions of comparable construction contracts with another public body without good cause. This provision shall not be used to deny prequalification unless the facts underlying such substantial noncompliance were documented in writing in the prior construction project file and such information relating thereto was given to the contractor at that time, with the opportunity to respond;
- (5) The contractor or any officer, director, owner, project manager, procurement manager or chief financial official thereof has been convicted within the past ten years of a crime related to governmental or nongovernmental construction or contracting, including, but not limited to, a violation of (i) Article 15 of this policy; (ii) Article 6 (Virginia Code, § 2.2-4367 *et seq.*) of the Procurement Act, (iii) the Virginia Governmental Frauds Act (Virginia Code, § 18.2-498.1 *et seq.*),

(iv) Chapter 4.2 of Title 59.1 of the Code of Virginia, or (v) any substantially similar law of the United States or another state;

- (6) The contractor or any officer, director or owner thereof is currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state or agency of the federal government; or
- (7) The contractor fails to provide information in a timely manner that is requested by the Purchasing Agent and is relevant to subdivisions 1 through 6 of this subsection.

§ 4.3 Discrimination Prohibited.

In the solicitation or awarding of contracts, the County shall not discriminate against a bidder or offeror on the basis of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment.

§ 4.4 Comments Concerning Specifications or Statement of Need.

Comments concerning Specifications, the County's Statement of Need, or other terms and conditions in a solicitation shall be submitted either in writing or during conferences with potential contractors as set forth in the solicitation's instructions. The Purchasing Agent shall be responsible for issuing addenda to the solicitation. Potential contractors are responsible for obtaining any addenda that may be issued.

§ 4.5 Rejection of Bids or Proposals.

(a) An Invitation to Bid, a Request for Proposal, any other solicitation, or any and all bids or proposals, may be canceled or rejected. The reasons for cancellation or rejection shall be made part of the contract file. The Purchasing Agent shall not cancel or reject an Invitation to Bid, a Request for Proposal, any other solicitation, bid or proposal pursuant to this section solely to avoid awarding a contract to a particular responsive and responsible bidder or offeror.

(b) The Purchasing Agent may waive informalities in bids.

§ 4.6 Contract Pricing Arrangements.

Except as prohibited herein, contracts may be awarded on a fixed price or cost reimbursement basis, or on any other basis that is not prohibited. However, no contract shall be awarded on the basis of cost plus a percentage of cost ("cost-plus") except in cases of emergency affecting public health. If a cost-plus contract is to be used in an emergency situation, a written determination of the basis of the emergency and the selection of the particular contractor shall be included in the contract file. A policy or contract of insurance or prepaid coverage having a premium computed on the basis of claims paid or incurred, plus the insurance carrier's administrative costs and retention stated in whole or part as a percentage of such claims, shall not be prohibited by this section.

§ 4.7 Multi-Term Contracts.

(a) Unless otherwise provided by law, a contract for goods, services, or insurance may be entered into for any period of time deemed to be in the best interests of the County provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation or request and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor.

(b) When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled.

§ 4.8 Contract Modification.

(a) Any contract award, change order, or contract modification that requires the submission and certification of cost or pricing data shall contain a provision stating that the price, including any profit or fee, excludes any significant increase that the Purchasing Agent finds to be the result of cost or pricing data furnished by the contractor that was inaccurate, incomplete or not current at the time provided.

(b) Provisions for modification of the contract during performance may be included in the contract, but no fixed-price contract may be increased by more than twenty-five percent of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the Governing Body. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.

(c) The Purchasing Agent may extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.

(d) Modifications that fail to comply with this section are voidable at the discretion of the Governing Body, and the unauthorized approval of a modification may not be the basis of a contractual claim brought pursuant to § 12.3 of this policy.

§ 4.9 Retainage on Construction Contracts.

(a) Retainage Limit. In any construction contract which provides for progress payments in installments based upon an estimated percentage of completion, the contractor shall be paid at least 95 percent of the earned sum when payment is due, with no more than five percent being retained to assure faithful performance of the contract. All amounts withheld may be included in the final payment.

(b) Escrow Option for Retainage. When procuring construction of \$200,000 or more of highways, roads, streets, bridges, parking lots, demolition, clearing, grading, excavating, paving, pile driving, miscellaneous drainage structures, and the installation of water, gas, sewer lines and pumping stations, the Invitation to Bid shall include an option for the contractor to use an escrow account procedure for utilization of retainage funds. In the event the contractor elects to use the escrow account procedure, the escrow agreement form included in the Invitation to Bid and Contract shall be executed and submitted to the Purchasing Agent within fifteen calendar days after notification. Otherwise, the contractor

shall forfeit his rights to the use of the escrow account procedure. The contractor, the escrow agent, and the surety shall execute an escrow agreement form. The contractor's escrow agent shall be a trust company, bank or savings institution with its principal office located in the Commonwealth. The escrow agreement shall be substantially the same as that used by the Virginia Department of Transportation.

(c) Any subcontract for a public project that provides for similar progress payments shall be subject to the provisions of this section.

§ 4.10 Required Contract Provisions.

(a) Every contract shall contain the Compliance with Immigration Law and Authorization to Transact Business in the Commonwealth clauses.

(b) Every contract that allows subcontracting shall include the Prompt Payment and Interest clause.

(c) Every contract of \$10,000 or more shall contain the Employment Discrimination and Drug-free Workplace clauses.

(d) Additional provisions are required in contracts procured either in part or in whole with federal funds. Please consult Article 14 and Appendices 1 and 2 of this policy prior to issuing a solicitation for any such procurement.

ARTICLE 5 BOND REQUIREMENTS

§ 5.1 Bid Bonds.

(a) Except in cases of emergency, all bids or proposals for (1) nontransportation-related construction contracts in excess of \$500,000; or (2) transportation-related construction contracts authorized under Virginia Code § 33.2-208, *et seq.*, in excess of \$250,000 and partially or fully funded by the Commonwealth of Virginia shall be accompanied by a bid bond from a surety company selected by the bidder that is authorized to do business in Virginia, as a guarantee that if the contract is awarded to the bidder, the bidder will enter into the contract for the work mentioned in the bid. The amount of the bid bond shall not exceed five percent of the bid amount.

(b) For nontransportation-related construction contracts in excess of \$100,000 but less than \$500,000, prospective contractors shall be prequalified for each individual project in accordance with § 4.2 if bid bond requirements are waived.

(c) No forfeiture under a bid bond shall exceed the lesser of (i) the difference between the bid for which the bond was written and the next low bid, or (ii) the face amount of the bid bond.

(d) Nothing in this section shall preclude the Purchasing Agent from requiring bid bonds to accompany bids or proposals for construction contracts anticipated to be less than \$500,000 for nontransportation-related projects of \$250,000 authorized under Virginia Code § 33.2-208, *et seq.*, in excess of \$250,000 and partially or fully funded by the Commonwealth of Virginia

§ 5.2 Performance and Payment Bonds.

(a) Except as provided herein, upon the award of any (1) public construction contract exceeding \$500,000 to any prime contractor; (2) construction contract exceeding \$500,000 to any prime contractor requiring the performance of labor or the furnishing of materials for buildings, structures, or other improvements to real property owned or leased by the County; (3) construction contract exceeding \$500,000 in which the performance of labor or furnishing of materials will be paid with public funds; or (4) any transportation-related project exceeding \$350,000 that is partially or wholly funded by the Commonwealth, such contractor shall furnish the following bonds to the County:

- (i) A performance bond in the sum of the contract amount conditioned upon the faithful performance of the contract in strict conformity with the plans, specifications and conditions of the contract. For transportation-related projects authorized under Virginia Code, § 33.2-208, *et seq.*, such bond shall be in a form and amount satisfactory to the Purchasing Agent.
- (ii) A payment bond in the sum of the contract amount. The payment bond shall be for the protection of claimants who have and fulfill contracts to supply labor or materials to the prime contractor to whom the contract was awarded, or to any subcontractors, in the prosecution of the work provided for in the contract, and shall be conditioned upon the prompt payment for all material furnished or labor supplied or performed in the prosecution of the work. For transportation-related projects authorized under Virginia Code, § 33.2-208, *et seq.*, and partially or wholly funded by the Commonwealth, such bond shall be in a form and amount satisfactory to the Purchasing Agent.

“Labor or materials” includes public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.

(b) For nontransportation-related construction contracts in excess of \$100,000 but less than \$500,000, where the bid bond requirements are waived, prospective contractors shall be prequalified for each individual project in accordance with § 4.2.

(c) Each bond shall be (1) executed by one or more surety companies selected by the contractor that are authorized to do business in Virginia; (2) made payable to the County; and (3) filed with the County or a designated office or official thereof.

(d) Nothing herein shall preclude the Purchasing Agent from requiring payment or performance bonds for construction contracts below \$500,000 for nontransportation-related projects or \$350,000 for transportation-related projects authorized under Virginia Code § 33.2-208, *et seq.*, and partially or wholly funded by the Commonwealth.

(e) Nothing herein shall preclude the contractor from requiring each subcontractor to furnish a payment bond with surety thereon in the sum of the full amount of the contract with such subcontractor conditioned upon the payment to all persons who

have and fulfill contracts that are directly with the subcontractor for performing labor and furnishing materials in the prosecution of the work provided for in the subcontract.

(f) The performance and payment bond requirements of Subsection (a) for transportation-related projects that are valued in excess of \$250,000 but less than \$350,000 may only be waived if the bidder provides satisfactory evidence that a surety company has declined an application from the contractor for a performance or payment bond.

§ 5.3 Action on Performance Bond.

No action against the surety on a performance bond shall be brought unless within five years after the final payment to the contractor pursuant to the terms of the contract. However, if a final certificate of occupancy, or written final acceptance of the project is issued prior to final payment, the five-year period to bring an action shall commence no later than 12 months from the date of the certificate of occupancy or written final acceptance of the project.

§ 5.4 Action on Payment Bonds.

(a) Any claimant who has a direct contractual relationship with the contractor and who has performed labor or furnished material in accordance with the contract documents in furtherance of the work provided in any contract for which a payment bond has been given, and who has not been paid in full before the expiration of 90 days after the day on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, may bring an action on the payment bond to recover any amount due for the labor and material. The obligee named in the bond need not be named a party to the action.

(b) Any claimant who has a direct contractual relationship with any subcontractor but who has no contractual relationship, express or implied, with the contractor, may bring an action on the contractor's payment bond only if he or she has given written notice to the contractor within 90 days from the day on which the claimant performed the last of the labor or furnished the last of the materials for which he or she claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished. Notice to the contractor shall be served by registered or certified mail, postage prepaid, in an envelope addressed to the contractor at any place where his or her office is regularly maintained for the transaction of business. Claims for sums withheld as retainages with respect to labor performance or materials furnished shall not be subject to the time limitations stated in this subsection.

(c) Any action on a payment bond must be brought within one year after the day on which the person bringing such action last performed labor or last furnished or supplied materials.

(d) Any waiver of the right to sue on the payment bond required by this section shall be void unless it is in writing, signed by the person whose right is waived, and executed after such person has performed labor or furnished material in accordance with the contract documents.

§ 5.5 Bonds on Other Than Construction Contracts.

The Purchasing Agent may require bid, payment, or performance bonds for contracts for goods or services if provided in the Invitation to Bid or Request for Proposal.

§ 5.6 Alternative Forms of Security.

(a) In lieu of a bid, payment, or performance bond, a bidder may furnish a certified check, cashier's check, or cash escrow in the face amount required for the bond.

(b) If approved by the County's attorney, a bidder may furnish a personal bond, property bond, or bank or savings institution's letter of credit on certain designated funds in the face amount required for the bid, payment, or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords protection to the County equivalent to a corporate surety's bond.

ARTICLE 6 COMPETITIVE SEALED BIDDING

§ 6.1 Definition.

Competitive sealed bidding is a method of contractor selection, other than for professional services, which includes (a) issuance of a written Invitation to Bid, (b) public notice of the Invitation to Bid, (c) public opening and announcement of all bids received, (d) evaluation of bids based upon the requirements set forth in the Invitation, and (e) award to the lowest responsive and responsible bidder.

§ 6.2 Invitation to Bid.

(a) An Invitation to Bid shall contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement, state where bid documents and specifications may be obtained and identify the time and place for opening bids. Unless the Purchasing Agent has provided for prequalification of bidders pursuant to § 4.2 of this policy, the Invitation to Bid shall include a statement of any requisite qualifications of potential contractors. No confidential or proprietary data shall be solicited in any Invitation to Bid.

(b) An Invitation to Bid shall include a provision that requires a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its bid the identification number issued to it by the State Corporation Commission. Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid a statement describing why the bidder is not required to be so authorized.

(c) Any bidder described in Subsection (b) that fails to provide the required information shall not receive an award unless a waiver of this requirement is granted by the Purchasing Agent.

§ 6.3 Multistep Sealed Bidding.

When it is impractical to initially prepare a purchase description to support an award based on prices, an Invitation to Bid may be issued requesting the submission of unpriced offers followed by an Invitation to Bid limited to those bidders whose offers have been qualified under the criteria set forth in the first solicitation.

§ 6.4 Notice of Invitation to Bid.

(a) Notice of the Invitation to bid shall be posted on the Department of General Services' central electronic procurement website or other appropriate websites at least 10 days prior to the date set for receipt of bids. In addition, notice may also be published in a newspaper of general circulation. Bids may be solicited directly from potential contractors.

(b) The notice of Invitation to Bid shall include a general description of the goods or services to be purchased, the location where bid documents and specifications may be obtained, and the time and place for opening bids.

§ 6.5 Use of Brand Names.

Unless otherwise provided in the Invitation to Bid, the name of a certain brand, make or manufacturer shall not restrict bidders to the specific brand, make or manufacturer named and shall be deemed to convey the general style, type, character, and quality of the article desired. Any article that the Purchasing Agent, in his or her sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

§ 6.6 Bid Openings.

Sealed bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation to Bid. The name of each bidder and the amount of each bid shall be recorded along with any other relevant information deemed appropriate by the Purchasing Agent. The contract record and each bid shall be open to public inspection as provided in § 13.2 of this policy.

§ 6.7 Evaluation of Bids.

(a) Evaluation of bids shall be based upon the requirements set forth in the invitation, which may include special qualifications of potential contractors, lifecycle costing, value analysis, and any other criteria such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose, which are helpful in determining acceptability.

(b) If the Purchasing Agent determines that the apparent low bidder is not responsible, he or she shall proceed as follows:

- (1) Prior to the issuance of a written determination of nonresponsibility, the Purchasing Agent shall (i) notify the apparent low bidder in writing of the results of the evaluation, (ii) disclose the factual support for the determination, and (iii) allow the apparent low bidder an opportunity to inspect any documents that relate to the determination, if so

requested by the bidder within five business days after receipt of the notice.

- (2) Within 10 business days after receipt of the notice, the bidder may submit rebuttal information challenging the evaluation. The Purchasing Agent shall issue a written determination of responsibility based on all information in its possession, including any rebuttal information, within five business days of the date the Purchasing Agent received the rebuttal information. At the same time, the Purchasing Agent shall notify, with return receipt requested, the bidder in writing of the determination.
- (3) Such notice shall state the basis for the determination which shall be final unless the bidder appeals the decision within 10 days after receipt of the notice by filing a letter of appeal pursuant to the administrative appeals procedure described in § 12.4 or by instituting legal action pursuant to § 12.6 of this policy.
- (4) If, upon appeal, it is determined that the decision of the Purchasing Agent was (i) not an honest exercise of discretion, but rather was arbitrary or capricious or (ii) not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid, and the award of the contract in question has not been made, the sole relief shall be a finding that the bidder is a responsible bidder for the contract in question. If it is determined that the decision of the Purchasing Agent was (i) not an honest exercise of discretion, but rather was arbitrary or capricious or (ii) not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid and the contract has been awarded, the relief shall be as set forth in § 12.2(b) of this policy.
- (5) A bidder contesting a determination that he or she is not a responsible bidder for a particular contract shall proceed under this section, and may not protest the award or proposed award under § 12.2 of this policy.
- (6) Nothing herein shall require the County to furnish a statement of the reasons why a particular bid was not deemed to be the most advantageous when procuring by competitive negotiation.

§ 6.8 Award of Contract.

(a) A contract shall be awarded to the lowest responsive and responsible bidder. When the terms and conditions of multiple bids are so provided in the Invitation to Bid, awards may be made to more than one bidder.

(b) Unless cancelled or rejected, a responsible bid from the lowest responsible bidder shall be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds budgeted funds, the Purchasing Agent may negotiate with the apparent low

bidder to obtain a contract price within budgeted funds. The negotiations should be conducted in accordance with the following procedures:

- (1) The Purchasing Agent shall advise the lowest responsible bidder, in writing, that the low bid exceeds the County's funds budgeted the procurement. He or she may suggest a reduction in scope for the proposed purchase, and invite the lowest responsible bidder to amend its bid proposal.
- (2) Repetitive informal discussions may be conducted with the lowest responsible bidder for purposes of obtaining a contract within the County's budgeted funds.
- (3) The lowest responsible bidder may submit an addendum to its bid that includes the change in scope for the proposed purchase, the reduction in price, and the new contract value.
- (4) If the proposed addendum is acceptable to the County, the Purchasing Agent should award a contract within its budgeted funds to the lowest responsible bidder based upon the amended bid.
- (5) If the Purchasing Agent and the lowest responsible bidder cannot negotiate a contract within the County's budgeted funds, all bids should be rejected.

(c) When the award is not given to the lowest bidder, a full and complete statement of the reasons for placing the order elsewhere shall be prepared by the Purchasing Agent and made a part of the procurement file.

§ 6.9 Tie Bids; Preference Matching.

(a) In the case of a tie bid, preference shall be given to goods produced in Virginia, goods or services or construction provided by Virginia persons, firms or corporations; otherwise the tie shall be decided by lot.

(b) Whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Purchasing Agent may rely upon information posted on the website for the Department of General Services for the purposes of compliance with this subsection.

(c) Notwithstanding the provisions of Subsections (a) and (b), in the case of a tie bid in instances where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content.

(d) For the purposes of this section, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.

§ 6.10 Withdrawal of Bid Due to Error.

(a) A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake in the bid, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the bid sought to be withdrawn.

If a bid contains both clerical and judgment mistakes, a bidder may withdraw his or her bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the bid sought to be withdrawn.

(b) The bidder shall give notice in writing of any claim of right to withdraw his or her bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. The mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of § 13.2(f) of this policy and Virginia Code § 2.2-4342(F).

(c) No bid may be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or to another bidder in which the ownership of the withdrawing bidder is more than five percent.

(d) If a bid is withdrawn under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.

(e) No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

(f) The Purchasing Agent shall notify the bidder in writing within five business days of the decision regarding the bidder's request to withdraw its bid. If the Purchasing Agent denies the withdrawal of a bid under the provisions of this section, it shall state in the notice the reason for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice

is provided, the Purchasing Agent shall return all work papers and copies thereof that have been submitted by the bidder.

(g) A decision denying withdrawal of bid shall be final and conclusive unless the bidder appeals the decision within 10 days after receipt of the decision by invoking the administrative appeals procedure provided in § 12.4 or instituting legal action as provided in § 12.6 of this policy.

(h) If no bid bond was posted, a bidder shall, prior to appealing, deliver to the Purchasing Agent a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next lowest bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.

(i) If, upon appeal, it is determined that the decision refusing withdrawal of the bid was (i) not an honest exercise of discretion, but rather was arbitrary or capricious or (ii) not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid, the sole relief shall be withdrawal of the bid.

ARTICLE 7 COMPETITIVE NEGOTIATION

§ 7.1 Definition.

Competitive negotiation is a method of procurement which includes (a) issuance of a written Request for Proposal, (b) public notice of the Request for Proposal, and (c) negotiations between the County and individual offerors.

§ 7.2 Request for Proposals.

(a) A Request for Proposal shall be in writing and indicate in general terms that which is sought to be procured, specifying the factors which will be used in evaluating the proposal, indicating whether a numerical scoring system will be used in evaluation of the proposal, and containing or incorporating by reference the other applicable contractual terms and conditions, including any unique capabilities or qualifications which will be required of the contractor. In the event that a numerical scoring system will be used in the evaluation of proposals, the point values assigned to each of the evaluation criteria shall be included in the Request for Proposal or posted at the location designated for public posting of procurement notices prior to the due date and time for receiving proposals.

(b) A Request for Proposal shall include a provision that requires an offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its proposal the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its proposal a statement describing why the offeror is not required to be so authorized.

(c) Any offeror described in Subsection (b) that fails to provide the required information shall not receive an award unless a waiver of this requirement is granted by the Purchasing Agent.

§ 7.3 Public Notice.

Notice of the Request for Proposal shall be posted on the Department of General Services' central electronic procurement website or other appropriate websites at least 10 days prior to the date set for receipt of proposals. In addition, the notice may be published in one or more newspapers of general circulation in the area in which the contract is to be performed. Proposals may be solicited directly from potential contractors.

§ 7.4 Negotiations for Professional Services.

(a) The Purchasing Agent shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project as well as alternative concepts. In addition, offerors shall be informed of any ranking criteria that will be used by the Purchasing Agent in addition to the review of the professional competence of the offeror. The Request for Proposal shall not, however, request that offerors furnish estimates of man-hours or cost for services. As the discussion stage, the Purchasing Agent may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. For architectural or engineering services, offerors shall not be required to list exceptions to proposed contractual terms and conditions, unless required by applicable law, until after the qualified offerors are ranked for negotiations.

At the conclusion of discussion, outlined herein, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the Purchasing Agent shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. If the terms and conditions for multiple awards are included in the Request for Proposal, the Purchasing Agent may award contracts to more than one offeror. Should the Purchasing Agent determine in writing and in his or her sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

(b) A contract for architectural or professional engineering services relating to construction projects may be negotiated for multiple projects provided (1) the projects require similar experience and expertise, (2) the nature of the projects is clearly identified in the Request for Proposal, and (3) the contract term is limited to one year or when the cumulative total project fees reach the maximum cost authorized in this subsection, whichever occurs first.

Such contracts may be renewable for four additional one-year terms at the option of the County. The fair and reasonable prices as negotiated shall be used in determining the cost of each project performed. The sum of all projects performed in one contract term shall not exceed \$750,000.

The project fee for any single project for architectural or professional engineering services relating to construction projects shall not exceed \$150,000. Any unused amounts from a contract term may not be carried forward to subsequent terms.

Competitive negotiations for such contracts may result in awards to more than one offeror provided (1) the Request for Proposal so states and (2) the County has established procedures for distributing multiple projects among the selected contractors during the contract term. Such procedures shall prohibit requiring the selected contractors to compete for individual projects based on price.

(c) Multiphase professional services contracts satisfactory and advantageous to the County for completion of large, phased, or long-term projects may be negotiated and awarded based upon qualifications at a fair and reasonable price for the first phase only, when completion of the earlier phases is necessary to provide information critical to the negotiation of a fair and reasonable price for succeeding phases. Prior to the procurement of any such contract, the Purchasing Agent shall state the anticipated intended total scope of the project and determine in writing that the nature of the work is such that the best interests of the County require awarding the contract.

§ 7.5 Negotiations For Other than Professional Services.

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each offeror so selected, the Purchasing Agent shall select the offeror which, in his or her opinion, has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should the Purchasing Agent determine in writing and in his or her sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

ARTICLE 8 JOB ORDER CONTRACTS

§ 8.1 Approval of Use.

The Purchasing Agent may award a job order contract for multiple jobs, provided (a) the jobs require similar experience and expertise; (b) the nature of the jobs is clearly identified in the solicitation; and (c) the contract is limited to a term of one year or when the cumulative total project fees reach the maximum authorized by § 8.2 of this policy,

whichever occurs first. Contractors may be selected through either competitive sealed bidding or competitive negotiation.

§ 8.2 General Requirements.

Job order contracts may be renewed by the Purchasing Agent for up to two additional one-year terms. The fair and reasonable prices as negotiated shall be used in determining the cost of each job performed, and the sum of all jobs performed in a one-year contract term shall not exceed \$6 million. Individual job orders shall not exceed \$500,000. Any unused amounts from one contract term shall not be carried forward to any additional term.

§ 8.3 Restrictions.

(a) Order splitting with the intent of keeping a job order under the maximum dollar amounts prescribed in § 8.2 of this policy is prohibited.

(b) Job order contracting may not be used solely for the purpose of purchasing professional architectural or engineering services that constitute the practice of architecture or the practice of engineering as those terms are defined in Code of Virginia § 54.1-400. However, professional architectural or engineering services may be included on a job order where such professional services are (i) incidental and directly related to the job; (ii) do not exceed \$25,000 per job order; and (iii) do not exceed \$75,000 per contract term.

(c) Job order contracting may not be used for construction, maintenance, or asset management services for a highway, bridge, tunnel, or overpass. However, job order contracting may be used for safety improvements or traffic calming measures for individual job orders up to \$250,000, subject to the maximum annual threshold established above.

ARTICLE 9 DESIGN-BUILD and CONSTRUCTION MANAGEMENT CONTRACTS

§ 9.1 Approval of Use.

The County may procure contracts for construction on a fixed price or not-to-exceed price design-build or construction management basis in accordance with the provisions of this Article.

§ 9.2 General Requirements.

(a) Professional Advisor. Prior to electing to use a design-build or construction management contract for a specific construction project, the Purchasing Agent shall hire a licensed architect or professional engineer (the "Professional Advisor") with professional competence appropriate to the project who shall advise the Purchasing Agent regarding the use of design-build or construction management for the project and who shall assist the Purchasing Agent with the preparation of the Request for Qualifications, Request for Proposal, and the evaluation thereof.

(b) Eligibility Requirements. Prior to procuring a design-build or construction management contract, the Purchasing Agent shall issue a written determination that competitive sealed bidding is not practical or fiscally advantageous and document the basis for the determination to utilize design-build or construction management.

(c) Evaluation Committee. An Evaluation Committee of not less than three members shall be appointed by the Purchasing Agent to review and evaluate submittals. To the extent possible, the Evaluation Committee shall include one licensed professional architect or professional engineer. The Professional Advisor may be a member of the Evaluation Committee. Members of the Evaluation Committee may be employees of the County, but may not be officers, directors, owners or employees of or otherwise affiliated with any offeror or potential offeror.

(d) Reporting Requirements. The Purchasing Agent shall report no later than November 1 of each year to the Director of the Department of General Services on all completed design build or construction management projects in excess of \$2 million, including (1) the procurement method utilized, (2) the project budget, (3) the actual project cost, (4) the expected timeline, (5) the actual completion time, and (6) any post-project issues.

§ 9.3 Design-Build Procurement Procedure.

Design-build contracts shall be procured using the following two-step competitive negotiation process:

(a) Selection of Qualified Offerors.

- (1) Request for Qualifications. The Purchasing Agent shall issue a Request for Qualifications inviting potential offerors to submit their qualifications as both “designer” and “builder” of the construction. The Professional Advisor shall assist the Purchasing Agent in preparing the Request for Qualifications. The Request for Qualifications shall describe in general terms the particular construction and specify all factors that will be used in evaluating potential offerors’ qualifications. The Request for Qualifications shall also contain or incorporate by reference other applicable contractual terms and conditions, including any unique capabilities or qualifications required for the project. The Request for Qualifications shall request only such information as is appropriate for an objective evaluation of all potential offerors pursuant to the criteria in the Request for Qualifications.

Notice of the Request for Qualifications shall be published at least 10 days prior to the deadline for qualification submittals by posting in a public area normally used for posting of public notices and by posting on the On-Line Bids page eVa, Virginia’s electronic procurement website, at <http://eva.virginia.gov>. In addition, the notice shall be published in a newspaper of general circulation in the area in which the contract is to be performed. The intent of publication is to provide reasonable notice to the maximum number of potential offerors that can be reasonably anticipated to submit qualifications in response to the Request for Qualifications.

- (2) Review. The Evaluation Committee shall evaluate the qualification submittals based on the criteria set forth in the Request for Qualifications. Additional information submitted by potential offerors

can be considered by the Evaluation Committee. The Evaluation Committee shall select and prequalify two to five offerors that it deems most qualified and suitable for the project.

Within a reasonable time after review of all qualification submittals, but no less than 30 days prior to the deadline for submission of proposals, all potential offerors shall be notified in writing whether they been prequalified. If an offeror is denied prequalification, the notice shall include the reasons for denial and the factual basis of those reasons. Potential offerors may be denied prequalification only upon those grounds specified in § 4.2(g) of this policy.

(b) Selection of Contractor.

- (1) Request for Proposals. The Purchasing Agent shall issue a Request for Proposals to the offerors prequalified by the Evaluation Committee. The Professional Advisor shall assist the Purchasing Agent in preparing the Request for Proposals. The Request for Proposals shall request that offerors submit separate sealed Technical Proposals and Cost Proposals. Cost Proposals shall be secured and kept sealed until evaluation of all Technical Proposals is completed.

The Request for Proposals shall define the criteria to be used by the Evaluation Committee to evaluate each proposal. In addition, the Request for Proposals shall include and define the criteria of the specific construction project in areas such as site plans; floor plans; exterior elevations; basic building envelope materials; fire protection information plans; structural, mechanical (HVAC), and electrical systems; and special telecommunications. The Request for Proposals may also define such other requirements as the Purchasing Agent deems appropriate for that particular construction project.

Qualified offerors may comment on the specifications or other provisions of the Request for Proposals prior to the deadline for submission. Any comments made prior to the deadline for proposal submission will be considered by the Evaluation Committee when reviewing the Technical Proposals.

- (2) Review of Technical Proposals. The Evaluation Committee shall evaluate each of the Technical Proposals based on the criteria set forth in the Request for Proposals. As a part of the evaluation process, the Evaluation Committee shall grant each of the offerors an equal opportunity for direct and private communication with the Evaluation Committee. Each offeror shall be allotted the same fixed amount of time. The Evaluation Committee shall exercise care to discuss the same information with all offerors. The Evaluation Committee shall inform each offeror of any adjustments necessary to make its Technical Proposal fully comply with the requirements of the Request for Proposals. The Evaluation Committee shall not disclose any trade

secret or proprietary information for which the offeror has invoked protection pursuant to § 13.2(f) of this policy and § 2.2-4342(F) of the Procurement Act.

Based upon its review of the Technical Proposals, the Evaluation Committee shall determine whether any changes to the Request for Proposals should be made to clarify errors, omissions or ambiguities or to incorporate project improvements or additional details, or both, identified by the Evaluation Committee during its review. If such changes are required, an addendum shall be provided to each offeror.

Based on any revisions to the Technical Proposals, the offeror may amend its Cost Proposal. In addition, an offeror may submit cost modifications to its sealed Cost Proposal which are not based upon revisions to the Technical Proposals.

- (3) Review of Cost Proposal. At the conclusion of this process, the Evaluation Committee shall publicly open, read aloud, and tabulate the Cost Proposals. The Evaluation Committee shall add to or deduct from the appropriate Cost Proposal any cost adjustments contained in amendments submitted by an offeror.
- (4) Selection of Contractor. The Evaluation Committee shall make its recommendation on the selection of the design-builder to the Purchasing Agent based on its evaluation and negotiations. Unless otherwise specified in the Request for Proposals, the design-build contract shall be awarded to the fully qualified offeror who submits an acceptable proposal determined to be the best value in response to the Request for Proposal. When the terms and conditions of multiple awards are so provided in the Request for Proposals, awards may be made to more than one offeror.

The Purchasing Agent shall notify all offerors who submitted proposals which offeror was selected for the project. Upon request, documentation of the process used for the final selection shall be made available to the unsuccessful offerors.

§ 9.4 Construction Management Procurement.

(a) Prerequisites for Use. Construction management contracts may be procured (1) for any project whose cost is expected to exceed \$10 million; and (2) any complex project whose cost is less than \$10 million and construction management has been approved by the Governing Body. A “complex project” is a construction project that includes difficult site location, unique equipment, specialized building systems, multifaceted program, accelerated schedule, historic designation, or intricate phasing or some other aspect that makes competitive sealed bidding impractical. The written approval of the Governing Body shall be maintained in the procurement file.

(b) Procurement Procedure. Construction management contracts shall be procured using the following two-step competitive negotiation process:

(1) Selection of Qualified Offerors.

- (i) Request for Qualifications. The Purchasing Agent shall issue a Request for Qualifications inviting potential offerors to submit their qualifications for coordinating and administering contracts for construction services. The Professional Advisor shall assist the Purchasing Agent in preparing the Request for Qualifications. The Request for Qualifications shall describe in general terms the particular construction projects and specify all factors that will be used in evaluating potential offerors' qualifications. The Request for Qualifications shall also contain or incorporate by reference other applicable contractual terms and conditions, including any unique capabilities or qualifications required for the project. The Request for Qualifications shall request only such information as is appropriate for an objective evaluation of all potential offerors pursuant to the criteria in the Request for Qualifications.

Notice of the Request for Qualifications shall be posted on the Department of General Services' central electronic procurement website at least 30 days prior to the deadline for qualification submittals. In addition, the notice may also be published in a newspaper of general circulation in the area in which the contract is to be performed.

- (ii) Review. The Evaluation Committee shall evaluate the qualification submittals based on the criteria set forth in the Request for Qualifications. Additional information submitted by potential offerors can be considered by the Evaluation Committee. The Evaluation Committee shall select and prequalify two to five offerors that it deems most qualified and suitable for the project.

Within a reasonable time after review of all qualification submittals, but no less than 30 days prior to the deadline for submission of proposals, all potential offerors shall be notified in writing whether they been prequalified. If an offeror is denied prequalification, the notice shall include the reasons for denial and the factual basis of those reasons. Potential offerors may be denied prequalification only upon those grounds specified in § 4.2(g) of this policy.

(2) Selection of Contractor.

- (i) Request for Proposals. The Purchasing Agent shall issue a Request for Proposals to the offerors prequalified by the Evaluation Committee. The Professional Advisor shall assist the Purchasing Agent in preparing the Request for Proposals.

The Request for Proposals shall define the criteria to be used by the Evaluation Committee to evaluate each proposal. In addition, the Request for Proposals shall include and define the criteria of the specific construction project in areas such as site plans; floor plans; exterior elevations; basic building envelope materials; fire protection information plans; structural, mechanical (HVAC), and electrical systems; and special telecommunications. The Request for Proposals may also define such other requirements as the Purchasing Agent deems appropriate for that particular construction project.

Qualified offerors may comment on the specifications or other provisions of the Request for Proposals prior to the deadline for submission. Any comments made prior to the deadline for proposal submission will be considered by the Evaluation Committee when reviewing the proposals.

- (ii) Evaluation of Proposals. The Evaluation Committee shall evaluate each of the proposals based on the criteria set forth in the Request for Proposals. After evaluating the proposals, the Evaluation Committee shall conduct negotiations with two or more offerors submitting the highest ranked proposals, or, if the Purchasing Agent determines, in writing and at his or her sole discretion, that only one offeror is fully qualified or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.
- (iii) Award of Contract. The Evaluation Committee shall make its recommendation on the selection of the construction manager to the Purchasing Agent based on its evaluation and negotiations. The construction management contract shall be awarded to the fully qualified offeror who submits an acceptable proposal determined to be the best value in response to the Request for Proposal. Price shall be a critical basis for awarding the contract. Prior construction management experience may be considered but is not required as a prerequisite for award of a contract. When the terms and conditions of multiple awards are so provided in the Request for Proposals, awards may be made to more than one offeror. The contract must be entered into no later than the completion of the schematic phase of design, unless prohibited by authorization of funding restrictions.

The Purchasing Agent shall notify all offerors who submitted proposals which offeror was selected for the project. Upon request, documentation of the process used for the final selection shall be made available to the unsuccessful offerors.

(c) Required Terms for Construction Management Contracts. Any construction management contract entered into by the County shall contain provisions requiring that (1) not more than 10 percent of the construction work (measured by cost of the work) will be performed by the construction manager with its own forces; and (2) that the remaining 90 percent of the construction work will be performed by subcontractors of the construction manager which the construction manager must procure by publicly advertised, competitive sealed bidding, to the maximum extent practicable.

ARTICLE 10 COOPERATIVE PROCUREMENT

§ 10.1 Conditions for Use.

The County may participate in, sponsor, conduct or administer a joint procurement agreement in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, the District of Columbia, the U.S. General Services Administration, or the Metropolitan Washington Council of Governments, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods, services, or construction.

Any public body that enters into a cooperative procurement agreement with the County shall comply with the policies and procedures herein, except that if the County enters into a cooperative procurement agreement with a county, city or town that has alternative policies and procedures adopted pursuant to subsections (A)(9) or (A)(10) of § 2.2-4343 of the Procurement Act, the County shall comply with those policies and procedures.

ARTICLE 11 DEBARMENT

§ 11.1 Authority to Debar.

The Purchasing Agent may, in the public interest, debar a prospective contractor from participating in the County's competitive procurement. The seriousness of the grounds and any mitigating factors should be considered in making any debarment decision.

§ 11.2 Grounds for Debarment.

The Purchasing Agent may debar a prospective contractor for any of the following grounds:

- (a) Conviction of or entry of a civil judgment for
 - (1) Fraud or any criminal offense in connection with obtaining, attempting to obtain, or performing a public contract or subcontract.
 - (2) Violating federal or state antitrust statutes relating to the submission of offers.
 - (3) Embezzlement, theft, forgery, bribery, falsification, destruction of records, making false statements, or receiving stolen property.

- (4) Any other offense that reflects a lack of business integrity or business honesty and directly affects the responsibility of a contractor or subcontractor.
- (b) Breach of the terms of a government contract or subcontract so serious as to justify debarment, including:
 - (1) Willfully failing to perform in accordance with the terms of a contract.
 - (2) A history of failing to perform or of performing unsatisfactorily under a contract.
 - (3) Any other cause of so serious or compelling that it affects the present responsibility of a contractor or subcontractor.

§ 11.3 Debarment Procedure.

- (a) Notice of consideration. The prospective contractor shall be advised that debarment is being considered. The notice should be by certified mail, return receipt requested. The notice shall include the reasons for the proposed debarment.
- (b) Challenge. Within 10 days of the date of the notice, the prospective contractor may submit information challenging the proposed debarment.
- (c) Decision. The Purchasing Agent shall render a written decision within 5 days of receiving the prospective contractor's rebuttal information. Any debarment should be for a time period that reflects the seriousness of the cause.
- (d) Appeal. The Purchasing Agent's decision is final unless the prospective contractor appeals the decision within 10 days after receipt by invoking the administrative appeals procedure provided in § 12.4 or instituting legal action pursuant to § 12.6 of this policy.

ARTICLE 12 APPEALS and REMEDIES

§ 12.1 Ineligibility of Bidder, Offeror or Contractor.

(a) Any bidder, offeror or contractor refused permission to participate, or disqualified from participation, in public contracts shall be notified in writing. Prior to the issuance of a written determination of disqualification or ineligibility, the Purchasing Agent shall (1) notify the bidder in writing of the results of the evaluation, (2) disclose the factual support for the determination, and (3) allow the bidder an opportunity to inspect any documents that relate to the determination, if so requested by the bidder within five business days after receipt of the notice.

Within 10 business days after receipt of the notice, the bidder may submit rebuttal information challenging the evaluation. The Purchasing Agent shall issue its written determination of disqualification or ineligibility based on all information its possession, including any rebuttal information, within five business days of the date the Purchasing Agent received such rebuttal information.

If the evaluation reveals that the bidder, offeror, or contractor should be allowed permission to participate in the public contract, the Purchasing Agent shall cancel the proposed disqualification action. If the evaluation reveals that the bidder should be refused permission to participate, or disqualified from participation, in the public contract, the Purchasing Agent shall so notify the bidder, offeror or contractor. The notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within 10 days after receipt of the notice by invoking the administrative appeal procedure provided in § 12.4 or instituting legal action as provided in § 12.6 of this policy.

(b) If, upon appeal, it is determined that the action taken was arbitrary or capricious, or not in accordance with the Constitution of Virginia, applicable state law or regulations, the sole relief shall be restoration of eligibility.

§ 12.2 Protest of Award or Decision to Award.

(a) Any bidder or offeror may protest the award or decision to award a contract by submitting the protest in writing to the Purchasing Agent no later than 10 days after the award or the announcement of the decision to award, whichever occurs first. Public notice of the award or the announcement of the decision to award shall be given in the manner prescribed in the terms or conditions of the Invitation to Bid or Request for Proposal. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit the protest in the same manner no later than 10 days after posting or publication of the notice of such contract. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction that are subject to inspection, then the time within which the protest shall be submitted shall expire 10 days after those records are available for inspection by such bidder or offeror, or at such later time as provided in this section. The written protest shall include the basis for the protest and the relief sought. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The Purchasing Agent shall issue a decision in writing within 10 days stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within 10 days of the written decision by invoking the administrative procedures described § 12.4 or instituting legal action as provided in § 12.6 of this policy. Nothing in this subsection shall be construed to permit a bidder to challenge the validity of the terms or conditions of the Invitation to Bid or Request for Proposal.

(b) If prior to an award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be enjoined. Where the award has been made and performance has begun, the Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

(c) Where the Purchasing Agent determines, after a hearing held following reasonable notice to all bidders, that there is probable cause to believe that a decision to award was based on fraud or corruption or on an act in violation of Article 15, the Purchasing Agent may enjoin the award of the contract to a particular bidder.

(d) An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

§ 12.3 Contractual Disputes.

All contractual claims for money or other relief shall be adjudicated using the following procedure, which shall be included or incorporated by reference in every contract:

(a) Notice. The contractor shall give written notice of his or her intention to file a contractual claim to the County Administrator at the time of the event or the beginning of the work upon which the claim is based.

(b) Claim. Contractual claims must be submitted in writing to the County Administrator no later than 60 days after final payment.

(c) Decision. The County Administrator or an authorized designee shall make a written decision addressing the claim within 90 days of submission.

(d) Appeal. The decision of the County Administrator shall be final and conclusive unless the contractor appeals within six months of the date of the final decision on the claim by invoking administrative procedures or instituting legal action. A contractor may not invoke administrative procedures or institute legal action prior to receipt of the County's decision on the claim, unless the County fails to render such decision within the time period specified in Subsection (c).

§ 12.4 Administrative Appeals Procedure.

(a) Appealable Decisions. Any contractor may appeal a decision on a contract claim. In addition, any bidder or offeror, or person debarred or denied prequalification, may appeal:

- (1) An award or a decision to award a contract.
- (2) A decision refusing to allow the withdrawal of the appellant's bid.
- (3) A denial of the appellant's prequalification.
- (4) The appellant's debarment.
- (5) A determination of the appellant's nonresponsibility.

(b) Appeals Process. Any protest or appeal pursuant to this section shall be in accordance with the following administrative procedures:

- (1) The appellant shall submit a written letter of appeal to the County Administrator within 10 days of the date of the decision being appealed. The letter of appeal must include the basis for the appeal and the relief sought, and whether the contractor wishes to have a hearing.

- (2) If no hearing is requested, the County Administrator or a designee, shall render a written decision within 10 days of receiving the letter of appeal.
- (3) If a hearing is requested, it shall be held within 10 days of receipt of the letter of appeal, and a final decision shall be rendered within 10 days of the hearing. During the hearing, the appellant shall have the opportunity to present pertinent information and to cross-examine adverse witnesses. The hearing shall be an informal administrative proceeding rather than a judicial-type trial, and it will be conducted by a disinterested person appointed by the County Administrator and who is not an employee of the County.

(c) Judicial Review. Any party to the administrative procedure may institute judicial review within 30 days of receipt of the written decision. Findings of fact shall be final and conclusive and shall not be set aside unless the same are fraudulent or arbitrary or capricious, or so grossly erroneous as to imply bad faith. No determination of an issue of law shall be final if legal action is instituted in a timely manner.

§ 12.5 Effect of Appeal Upon Contract.

Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this chapter shall not be affected by the fact that a protest or appeal has been filed.

§ 12.6 Legal Actions.

(a) A bidder or offeror, actual or prospective, who is refused permission to participate or is disqualified from participating in bidding or competitive negotiation, or who is determined not to be a responsible bidder or offeror for a particular contract, may bring an action in the appropriate circuit court challenging that decision, which shall be reversed only if the petitioner establishes that the decision was (i) not an honest exercise of discretion, but rather was arbitrary or capricious; (ii) not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid; or (iii) in the case of denial of prequalification, based upon the criteria for denial of prequalification set forth in § 4.2(g) of this policy.

(b) A bidder denied withdrawal of a bid under this policy may bring an action in the appropriate circuit court challenging that decision, which shall be reversed only if the bidder establishes that the decision of the public body was (i) not an honest exercise of discretion, but rather was arbitrary or capricious, or (ii) not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid.

(c) A bidder, offeror, or contractor, or a potential bidder or offeror on a contract negotiated on a sole source or emergency basis whose protest of an award or decision to award under § 12.2 of this policy is denied, may bring an action in the appropriate circuit court challenging a proposed award or the award of a contract, which shall be reversed only if the petitioner establishes that the proposed award or the award is (i) not an honest exercise of discretion, but rather is arbitrary or capricious or (ii) not in accordance with the

applicable law, regulations or the terms and conditions of the Invitation to Bid or Request for Proposal.

(d) If injunctive relief is granted, the court, upon request of the County, shall require the posting of reasonable security to protect the County.

(e) A contractor may bring an action involving a contract dispute with the County in the appropriate circuit court.

(f) A bidder, offeror, or contractor need not utilize administrative procedures provided in § 12.4 of this policy, but if those procedures are invoked by the bidder, offeror, or contractor, the procedures shall be exhausted prior to instituting legal action concerning the same procurement transaction unless the County agrees otherwise.

(g) Nothing herein shall be construed to prevent the County from instituting legal action against a contractor.

ARTICLE 13 RECORD RETENTION and PUBLIC ACCESS

§ 13.1 Record Retention.

The County shall maintain such written records as required by this policy and applicable law. All records and contract documents shall be maintained for at least five years after the County makes final payment and all other pending matters have concluded with respect to any given procurement transaction.

§ 13.2 Public Access to Procurement Information.

(a) Except as provided herein, all proceedings, records, contracts, and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (Virginia Code, § 2.2-3700, *et seq.*).

(b) Cost estimates relating to a proposed transaction prepared by or for the County shall not be open to public inspection.

(c) Any competitive sealed bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County rejects all bids and reopens the contract. Otherwise, bid and proposal records shall be open to public inspection only after award of the contract.

(d) Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award, except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.

(e) Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

(f) Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror, or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, identify the data or other materials to be protected, and state the reasons why protection is necessary. A bidder, offeror, or contractor shall not designate as trade secrets or proprietary information (1) an entire bid, proposal, or prequalification application; (2) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (3) line item prices or total bid, proposal, or prequalification application prices.

ARTICLE 14

ADDITIONAL PROVISIONS APPLICABLE TO PROCUREMENTS INVOLVING FEDERAL FUNDS

§ 14.1 Applicability.

The County is required to comply with federal regulations when a procurement is conducted in whole or in part with federal funds. The United States Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards apply to all federal grants.

§ 14.2 Full and Open Competition.

All procurement transactions must be conducted in a manner providing full and open competition. To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. The following are considered to be restrictions upon full and open competition:

- (a) Imposing unreasonable business requirements for bidders or offerors to qualify to do business.
- (b) Requiring unnecessary experience or bonding.
- (c) Specifying only a brand name product without listing salient characteristics and allowing an equivalent product to be offered. Brand names are among the most restrictive types of specification.
- (d) Non-competitive practices between firms or affiliated companies.
- (e) Noncompetitive contracts with consultants that are on retainer contracts.
- (f) Organizational conflicts of interest.
- (g) Any arbitrary action in the procurement process.

§ 14.3 Geographic Preferences Prohibited.

The County prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those

cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts any Virginia law requiring that a contractor within a particular profession be licensed within the Commonwealth. When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

§ 14.4 Affirmative Steps Pertaining to Minority and Other Businesses.

The County is required to take certain steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

(a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(f) Requiring the contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section.

§ 14.5 Recovered Materials.

The County must comply with certain laws that require a preference for items that protect the environment, including Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§ 14.6 Equal Opportunity.

All contracts greater than \$3,500 must contain a clause in which the Contractor agrees that it will not discriminate against any employee or applicant for employment

because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with all applicable Federal laws and regulations pertaining to nondiscrimination.

§ 14.7 Federal Awarding Agency Review.

The County must make procurement documents and technical specifications available to the federal awarding agency upon request. The County may affirmatively seek review by the federal awarding agency when the County believes that such review is needed to comply with federal regulations.

§ 14.8 Debarment and Suspension.

A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM). The SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

§ 14.9 Davis-Bacon Act.

All procurements for federally-assisted construction contracts in excess of \$2,000 must require the contractor to comply with the Davis-Bacon Act, as supplemented by United States Department of Labor regulations, which require that the contractor and its subcontractors pay prevailing wages to certain categories of employees.

§ 14.10 Byrd Anti-Lobbying Amendment.

All federally-funded procurements in excess of \$100,000 must require that bidders and offerors provide a certification that the funds will not be used to pay any person or organization to lobby agencies, members of Congress, or other federal officials. In addition, any lobbying in connection with obtaining any federally-funded project must be disclosed.

§ 14.11 Other Required Federal Contract Clauses.

Certain contract clauses are required in federally-funded contracts, such clauses being dependent on the nature of the goods or services being procured and the dollar amount of the contract. Please consult Appendix 1 for a list of many required state and federal contract clauses. On larger contracts or with atypical funding sources, the County should consult with counsel prior to the issuance of a procurement solicitation.

ARTICLE 15
CONFLICTS OF INTEREST and ETHICS IN PUBLIC CONTRACTING

§ 15.1 Purpose.

Public employment is a public trust, particularly when public funds are being expended. This Article is intended to set organizational and behavioral guidelines for the manner in which employees should act in order to preserve and in furtherance of public trust and comply with all applicable laws and regulations. Employees should also maintain a standard of conduct that will inspire public confidence in the integrity of the County. The County is committed to the responsible exercise of governmental authority and expressly prohibits all forms of impropriety, threats, favoritism, and undue influence.

The provisions of this Article supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (§ 2.2-3100, *et seq.*), the Virginia Governmental Frauds Act (§ 18.2-498.1, *et seq.*) and Article 2 (§ 18.2-438, *et seq.*) and Article 3 (§ 18.2-446, *et seq.*) of Chapter 10 of Title 18.2. The provisions of this Article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.

§ 15.2 General Principles.

County employees¹ must follow the following principles when doing their work:

(a) Act in Best Interest of the Public. Employees shall perform their official duties in such a manner as to promote the best interest of the members and general public at all times.

(b) No Additional Value for Service. Employees shall not solicit or accept money or other thing of value for services performed within the scope of their official duties, except the compensation, expenses or other remuneration paid by the agency of which they are an officer or employee. This prohibition shall not apply to the acceptance of special benefits that may be authorized by law. Furthermore, no employee shall offer or accept any money or other thing of value for or in consideration of obtaining employment, appointment, or promotion of any person with any governmental or advisory agency.

(c) No Use of Confidential Information for Own Benefit. Employees shall not use for their own economic benefit or that of another party confidential information that they have acquired by reason of his public position and which is not available to the public.

(d) No Accepting of Gifts That Tend to Influence. Employees shall not accept any money, loan, gift, favor, service, or business or professional opportunity that reasonably tends to influence them in the performance of official duties. This subdivision shall not apply to any political contribution actually used for political campaign or constituent service purposes and reported as required by Chapter 9.3 of Title 24.2 of the Code of Virginia.

(e) No Accepting of Business Opportunities Intended to Influence. Employees shall not accept any business or professional opportunity when they know that there is a reasonable likelihood that the opportunity is being afforded to influence the performance of official duties.

(f) No Accepting Money for Expertise or Opinions within Scope of Duties. Employees shall not accept any honoraria for any appearance, speech, or article in which the officer or employee provides expertise or opinions related to the performance of official duties. The term “honoraria” shall not include any payment for or reimbursement to such person for actual travel, lodging, or subsistence expenses incurred in connection with such appearance, speech, or article or in the alternative a payment of money or anything of value not in excess of the per diem deduction allowable under § 162 of the Internal Revenue Code, as amended from time to time.

(g) No Accepting Gifts for Influence. Employees shall not accept a gift from a person who has interests that may be substantially affected by the performance of the

¹ For the purpose of this Article, the word “employee” includes both officers and employees of the County.

employee's official duties under circumstances where the timing and nature of the gift would cause a reasonable person to question the officer's or employee's impartiality in the matter affecting the donor. Any gift that is received by an employee as a result of the performance of their official duties that is sharable (fruit baskets, desert trays, product samples) should be shared among other County employees.

(h) No Accepting of Frequent Gifts. Employees shall not accept gifts from sources on a basis so frequent as to raise an appearance of the use of public office for private gain.

Explanatory note for Subsections (g) and (h): Certain small gifts are de minimis under Virginia's Conflict of Interest Act and are allowed. The Conflict of Interest Act imposes a \$100 per year limitation on the receipt of gifts from any person, organizations, or businesses who contracts with or is seeking to contract with the County. See Va. Code § 2.2-3103.1. Gifts that are greater than \$20 are aggregated toward the \$100 annual limit. Therefore, it does not violate this policy to have one lunch or dinner with a contractor who pays for the check. However, multiple lunches or dinners which exceed \$20 individually and \$100 in the aggregate would violate this policy. Any gift that exceeds \$100 must be returned.

(i) No Retaliating. Employees shall not use their public position to retaliate or threaten to retaliate against any person for expressing views on matters of public concern or for exercising any right that is otherwise protected by law.

(j) No Misrepresentations. No County employee having official responsibility for a procurement transaction shall knowingly falsify, conceal, or misrepresent a material fact; knowingly make any false, fictitious or fraudulent statements or representations; or make or use any false writing or document knowing it to contain any false, fictitious or fraudulent statement or entry.

(k) Conserve County Property. Employees shall protect and conserve County property and shall not use it for other than authorized activities.

(l) No Use of County Property for Personal Benefit. The use of County equipment, machines, property or services for purposes other than County business is strictly prohibited, except; however, for a *de minimis* use. No employee shall authorize any work to be performed on any property owned by such employee, the employee's relatives, or an individual with whom or business to which the employee has a financial interest.

(m) Comply with Laws and Policies. Employees are expected to comply with all federal and state laws, grants and regulations and all County policies.

(n) Additional Considerations During Pending or Active Procurements. During any pending or active procurement, employees should (i) avoid and limit individual discussions with bidders and offerors, and (ii) direct bidders and offerors to submit any questions about the procurement in writing to the Purchasing Agent.

§ 15.3 Prohibited Conduct by Employees in Procurement Transactions.

(a) Each employee with more than a *de minimis* personal interest in any contract or any prospective contract shall disqualify himself or herself from participating in the award

or administration of that contract and shall file a disclosure of such personal interest with the County Administrator. In addition, if the County Administrator has a personal interest in a contract or prospective contract, he or she shall disclose such interest to the Governing Body.

(b) No employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the County when the employee knows that:

- (1) The employee is contemporaneously employed by a bidder, offeror, or contractor involved in the procurement transaction;
- (2) The employee, the employee's partner, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent;
- (3) The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or
- (4) The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder, offeror, or contractor.

§ 15.4 Subsequent Employment.

No employee or former employee of the County having official responsibility for procurement transactions shall accept employment with any bidder, offeror, or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the County unless the employee or former employee provides written notification to the County Administrator prior to commencement of employment by that bidder, offeror or contractor.

§ 15.5 Kickbacks.

(a) No contractor or subcontractor shall demand or receive from any supplier or subcontractor, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.

(b) No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.

(c) No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

(d) If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been

included in the price of the subcontract or order and ultimately borne by the County and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

§ 15.6 Participation in Bid Preparation; Limitation on Submitting Bid for Same Procurement.

No person who, for compensation, prepares an Invitation to Bid or Request for Proposal for or on behalf of the County shall (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any bidder or offeror information concerning the procurement that is not available to the public. However, the Purchasing Agent may permit such person to submit a bid or proposal for that procurement or any portion thereof if he or she determines that the exclusion of the person would limit the number of potential qualified bidders or offerors in a manner contrary to the best interests of the County.

§ 15.7 Purchase of Building Materials, etc., from Architect or Engineer Prohibited.

(a) Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the County shall be sold by or purchased from any person employed as an independent contractor by the County to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a personal interest as defined by this policy and Virginia Code § 2.2-3101.

(b) Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the County shall be sold by or purchased from any person who has provided or is currently providing design services specifying a sole source for such materials, supplies or equipment to be used in the building or structure to the independent contractor employed by the County to furnish architectural or engineering services in which such person has a personal interest as defined by this policy and Virginia Code § 2.2-3101.

§ 15.8 Principles of Ethical Decision-Making.

To assist in fostering a climate of ethical awareness, conduct and decision-making, employees may find it useful to refer, either by themselves or in consultation with their peers or supervisor, the following five considerations:

- (a) Is the decision or conduct lawful?
- (b) Is the decision or conduct consistent with the County's policy and objectives?
- (c) What will the outcome be for the employee, work colleagues, the County, citizens, and other parties?
- (d) Do these outcomes raise a conflict of interest or lead to private gain at public expense?
- (e) Can the decision or conduct be justified in terms of the public interest and would it withstand public scrutiny?

§ 15.9 Reporting Conflicts of Interest.

(a) Employees may consult with the County Administrator with any questions as to the existence of a potential conflict of interest.

(b) Any employee with a serious, well-founded reason to believe that another County employee has violated this policy may speak in confidence with the County Administrator about such concerns. The County Administrator shall promptly investigate such allegations and take appropriate actions if a problem is found to exist.

(c) Any employee with a serious, well-founded reason to believe that the County Administrator has violated this policy may speak in confidence to the Chairman of the Governing Body about such concerns. The Chairman of the Governing Body shall promptly investigate such allegations and take appropriate actions if a problem is found to exist.

(d) Employees presenting serious, well-founded concerns to either the County Administrator or the Chairman of the Governing Body are protected from retaliation by their superiors and co-workers. Any supervisor or co-worker attempting to retaliate will face discipline up to and including dismissal.

§ 15.10 Penalty for Violation.

A willful violation of any provision of this Article shall constitute a Class 1 misdemeanor under Virginia Code § 2.2-4377. Upon conviction, any County employee, in addition to any other fine or penalty provided by law, shall forfeit his or her employment.

ARTICLE 16

DISPOSITION OF PUBLIC PROPERTY

§ 16.1 Application.

The Purchasing Agent is responsible for disposing of surplus property in the manner that best serves the County. County employees and their immediate family members are prohibited from directly or indirectly purchasing surplus property, unless authorized by the Purchasing Agent.

§ 16.2 Disposal Methods.

The Purchasing Agent may dispose of surplus property using any of the following processes:

(a) Online Auction. Advertising surplus property through Public Surplus, GovDeals, or eBay online auction where the highest bid wins the sale.

(b) Local Auction. Advertised event hosted by the County through an auctioneer where the highest bid wins the sale.

(c) Sealed Bid. Soliciting sealed bids for surplus property through eVA or other appropriate means for sale to the highest bidder inclusive of any associated shipping, towing, or transportation costs.

(d) Trade-in. Surplus property may be traded in upon issuance of purchase order as an off-set to the price of newly-purchased property.

For surplus property which cannot be practically disposed using any of the foregoing means, the Purchasing Agent may dispose of the property through a negotiated sale.

WARREN COUNTY CODE CHAPTER 39
GUIDELINES FOR PUBLIC-PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE ACT

Article I: General Provisions

Section 39-1. Introduction.

The Public-Private Education Facilities and Infrastructure Act of 2002, Va. Code §§ 56-575.1 et seq. (the “PPEA”), grants to public entities, including Warren County, Virginia (the “County”), the authority to develop and/or operate public-private partnerships for a wide range of qualifying projects if the public entity determines that there is a need for a qualifying project and that private involvement may provide the project to the public in a more timely or cost-effective fashion.

In general, projects that qualify for public-private partnerships under the PPEA include:

- (i) education facilities,
- (ii) buildings or facilities that meet a public purpose and are developed or operated by or for any public entity,
- (iii) improvements and equipment necessary to enhance public safety or the security of public buildings,
- (iv) utility and communications infrastructure,
- (v) recreation facilities,
- (vi) technology infrastructure, services, and applications,
- (vii) services designed to increase the productivity or efficiency of a public entity,
- (viii) technology, equipment, or infrastructure designed to deploy wireless broadband services, and
- (ix) any solid waste management facility that produces electricity from waste.

The term “qualifying project” is more fully defined in the PPEA.

The PPEA provides that a public entity may not consider any proposal by a private entity for approval of a qualifying project pursuant to the PPEA until the responsible public entity has first adopted and made publicly available reasonable guidelines that

- (i) are sufficient to enable the responsible public entity to comply with the PPEA, and
- (ii) which encourage competition and guide the selection of projects.

Accordingly, these guidelines (the “Guidelines”) are adopted by the County, on behalf of itself and for all other public bodies for which the County’s Board of Supervisors serves as the governing body, and shall apply to the submittal, review, and selection of qualifying projects under the PPEA.

Definitions

The definitions set forth in Section 56-575.1 of the PPEA are incorporated herein by reference, as the same may be updated from time to time.

Proposals

- (1) Pursuant to Section 56-575.4 of the PPEA, a proposal to provide a qualifying project to the County may be either solicited from private entities by the County (a "Solicited Bid/Proposal") or delivered to the County by a private entity on an unsolicited basis (an "Unsolicited Proposal"). In either case, any such proposal submitted to the County shall be clearly identified by the private entity as a "PPEA Proposal."
- (2) The requirements for any particular Solicited Bid/Proposal shall be as specified in the solicitation by the County for that particular proposal and shall be consistent with all applicable provisions of the PPEA and these Guidelines.
- (3) Any Unsolicited Proposal may be submitted to the County by delivering six complete copies, together with the required initial review fee as provided below in § 39-3(F), to the County Administrator, 220 North Commerce Avenue, Suite 100, Front Royal, Virginia 22630. Other requirements for an Unsolicited Proposal are set forth below in § 39-3. A working group may be designated by the County Administrator to review and evaluate all unsolicited proposals.
- (4) The County may require that any Unsolicited Proposal or Solicited Bid/Proposal be clarified at any time during the review process. Such clarification may include but is not limited to submission of additional documentation, responses to specific questions, and interviews with potential project participants.

Affected Local Jurisdictions

- (1) Any private entity submitting a Solicited Bid/Proposal or an Unsolicited Proposal to the County for a qualifying project must provide any other affected jurisdiction with a copy of such proposal by certified mail, express delivery, or hand delivery within five (5) business days of submission of the proposal to the County. Any such other affected jurisdiction shall have 60 days from the date it receives its copy of the proposal to submit written comments to the County and to indicate whether the proposed qualifying project is compatible with the affected jurisdiction's local comprehensive plan, local infrastructure development plans, capital improvements budget, or other government spending plan. The County will consider comments received within the 60-day period prior to entering into a comprehensive agreement pursuant to the PPEA regarding the proposal. However, the County may begin or continue its evaluation of any such proposal during the 60-day period for the receipt of comments from affected jurisdictions.

- (2) In the event that the County is an affected local jurisdiction for a qualifying project submitted to another public entity, the County Administrator is authorized to develop and submit written comments on such project.

Virginia Freedom of Information Act

Any proposal provided to the County shall be subject to disclosure under the Virginia Freedom of Information Act ("FOIA"), with the exception that confidential and proprietary information may be protected pursuant to § 56-575.4(G) of the PPEA provided that:

- (1) the protection of § 56-575.4(G) is requested by the submitting party.
- (2) such confidential and proprietary information is clearly identified in the proposal, and
- (3) the reasons why such protection is necessary are stated.

A private entity may request and receive a determination from the County as to the anticipated scope of protection prior to submitting the proposal. The County is authorized and obligated to protect only proprietary information, and thus will not protect any portion of a proposal from disclosure if the entire proposal has been designated as proprietary by the private entity without reasonably differentiating between the proprietary and nonproprietary information contained therein.

Use of Public Funds

Virginia constitutional and statutory requirements as they apply to appropriation and expenditure of public funds apply to any comprehensive agreement entered into under the PPEA. Accordingly, the processes and procedural requirements associated with the expenditure or obligation of public funds shall be incorporated into planning for any PPEA project or projects.

Applicability of Other Laws

Nothing in the PPEA shall affect the duty of the County to comply with all other applicable law not in conflict with the PPEA. The applicability of the Virginia Public Procurement Act (the "VPPA") is as set forth in the PPEA.

Article II: Application

Section 39-2. Solicited Bids/Proposals.

The procedures applicable to any particular Solicited Bid/Proposal shall be specified in the solicitation for that proposal and shall be consistent with the requirements of the PPEA and any other applicable law. All such solicitations shall be by issuance of a written Invitation to Bid ("IFB") or Request for Proposal ("RFP"). Any proposal

submitted pursuant to the PPEA that is not received in response to an IFB or RFP shall be an Unsolicited Proposal under these Guidelines, including but not limited to

- (a) proposals received in response to a notice of the prior receipt of another Unsolicited Proposal as required by the PPEA and provided for below in § 39-3(A)(2) and
- (b) proposals received in response to publicity by the County concerning particular needs when the County has not issued a corresponding IFB or RFP, even if the County otherwise has encouraged the submission of proposals pursuant to the PPEA that address those needs.

Section 39-3. Unsolicited Proposals.

The process for evaluating an Unsolicited Proposal, which is described in detail below, consists of four steps. Briefly summarized, upon receipt of an Unsolicited Proposal the County's first step will be to determine whether to accept it for consideration at the conceptual stage. If so, then in step two the County will give public notice of the Unsolicited Proposal. In step three the County will proceed with a review at the conceptual stage of the original Unsolicited Proposal and/or any proposal received in response to the public notice and accepted for consideration at the conceptual stage. Step four is an in-depth review at the detailed stage of the original Unsolicited Proposal and/or any proposal received in response to the public notice and accepted for consideration at the detailed stage. However, the County may discontinue its evaluation of any proposal at any time. Furthermore, if the County determines that it is in the County's interest to do so with respect to any Unsolicited Proposal, the County may eliminate review at the conceptual stage and proceed directly to a review at the detailed stage.

A. Decision to Accept and Consider Unsolicited Proposal; Notice

- (1) Upon receipt from a private entity of any Unsolicited Proposal accompanied by payment of any required fees, the County will determine whether to accept the Unsolicited Proposal for publication and conceptual-phase consideration, as described below. If the County determines not to accept the proposal at this stage it will return the proposal and any unexpended portion of the accompanying initial review fee to the private entity.
- (2) If the County chooses to accept an Unsolicited Proposal for conceptual-phase consideration, it shall make a copy of the Unsolicited Proposal available for public inspection, subject to any protections under § 39-1(D) of these Guidelines, and shall give public notice of the proposal in accordance with § 56-575.17(B) of the PPEA. In its notice, the County shall specify a period of time not less than 60 days during which it will receive competing Unsolicited Proposals. During the 60-day period for receiving competing Unsolicited Proposals, the County may continue to

evaluate the original Unsolicited Proposal. The notice shall also state that the County

- (a) has received and accepted an unsolicited proposal under the PPEA,
- (b) intends to evaluate the proposal,
- (c) may negotiate a comprehensive agreement with the Proposer based on the proposal, and
- (d) will accept for simultaneous consideration any competing proposals that comply with the policy adopted by the County and the PPEA.

The notice also shall summarize in general terms the proposed qualifying project or projects, and identify their proposed locations.

Contents of an Unsolicited Proposal

- (1) An Unsolicited Proposal must contain the information listed in § 39-3(C) and § 39-3(E). However, the private entity may request that the County consider a two-step proposal submission, with initial submittal of a more general proposal for conceptual review, to be followed by a more-detailed submission if requested by the County. In the event that a two-step proposal submission is proposed, the private entity may include only the information listed in § 39-3(C) with its initial submission, and the County may request the information listed in § 39-3(E) during the second stage, if applicable.
- (2) In the event that an Unsolicited Proposal does not contain the required information, the County may request a supplemental submission pursuant to § 39-1(B)(4) of these Guidelines, or may waive the information not provided. If waived, the County reserves the right to request the additional information, or any other information, at any time during consideration.

Content and Format for Submissions at the Conceptual Stage

Unsolicited Proposals at the conceptual stage shall contain the following information in the following format, plus such additional information as the County may request:

(1) Qualifications and Experience

- (a) Identify the legal structure of the firm or consortium of firms making the proposal. Identify the organizational structure for the project, the management approach and how each partner and major subcontractor in the structure fits into the overall team.
- (b) Describe the experience of the firm or consortium of firms making the proposal and the key principals involved in the proposed

project including experience with projects of comparable size and complexity. Describe the length of time in business, business experience, public sector experience and other engagements of the firm or consortium of firms. Include the identity of any firms that will provide design, construction and completion guarantees and warranties and a description of such guarantees and warranties. Provide resumes of the key individuals who will be involved in the project.

- (c) Provide the names, addresses, and telephone numbers of persons within the firm or consortium of firms who may be contacted for further information.
- (d) Provide a current or most recently audited financial statement of the firm or firms and the names of each partner with an equity interest of three percent or greater.
- (e) Identify any persons known to the private entity who would be obligated to disqualify themselves from participation in any contract or transaction arising from or in connection to the project pursuant to the State and Local Government Conflict of Interests Act, Virginia Code § 2.2-3100 et seq.

(2) Project Characteristics

- (a) Provide a description of the project, including the conceptual design, a scope of work, and a schedule for the initiation of and completion of the project to include the proposed major responsibilities and timeline for activities to be performed by both the County and the private entity. Describe the proposed project in sufficient detail so that type and intent of the project, the location, and the communities that may be affected are clearly identified.
- (b) Identify and fully describe any work to be performed by the County or any other public entity.
- (c) Identify any affected jurisdictions (jurisdictions in which all or a portion of the project is located).
- (d) Include a list of all federal, state and local permits and approvals required for the project and a schedule for obtaining such permits and approvals.
- (e) Identify any anticipated adverse social, economic and environmental impacts of the project. Specify the strategies or actions to mitigate known impacts of the project.
- (f) A statement describing the anticipated social, economic, environmental, or other benefits of the project to the public and the County. Project benefits to be considered may occur during the construction, renovation, expansion or improvement phase and during the life cycle of the project.
- (g) Identify the proposed schedule for the work on the project, including the estimated time for completion.

- (h) Propose allocation of risk and liability for work completed beyond the agreement's completion date, and assurances for timely completion of the project.
- (i) State assumptions related to ownership, legal liability, law enforcement and operation of the project and the existence of any restrictions on the public entity's use of the project.
- (j) A statement setting forth the method by which the private entity proposes to secure necessary property interests required for the qualifying project.
- (k) Provide information relative to phased or partial openings of the proposed project prior to completion of the entire work.
- (l) Describe any architectural, building, engineering, or other applicable standards that the proposed project will meet.

(3) Project Financing

- (a) Provide a preliminary estimate and estimating methodology of the cost of the work by phase, segment, or both.
- (b) Submit a plan for the development, financing and operation of the project showing the anticipated schedule on which funds will be required. Describe the anticipated costs of and proposed sources and uses for such funds, and identify any dedicated revenue source or proposed debt or equity investment on the behalf of the private entity.
- (c) Include a list and discussion of assumptions underlying all major elements of the plan.
- (d) Identify all anticipated risk factors and methods for dealing with these factors.
- (e) Identify any local, state or federal resources that the private entity contemplates requesting for the project. Describe the total commitment, if any, expected from governmental sources (and identify each such source) and the timing of any anticipated commitment.
- (f) Identify any third parties that the private entity contemplates will provide financing for the project and describe the nature and timing of each such commitment.
- (g) A statement indicating whether the private entity intends to request the County to provide resources for financing the project and the nature and extent of any such resources.

(4) Project Benefit and Compatibility

- (a) Describe the anticipated benefits to the community, region or state, including anticipated benefits to the economic condition of the County, and identify who will benefit from the project and how they will benefit.

- (b) Identify any anticipated public support or opposition, as well as any anticipated government support or opposition, for the project.
- (c) Explain the strategy and plans that will be carried out to involve and inform the general public, business community, and governmental agencies in areas affected by the project.
- (d) Explain whether and, if so, how the project is critical to attracting or maintaining competitive industries and businesses to the County or the surrounding region.
- (e) Explain whether and, if so, how the project is compatible with the County's comprehensive plan, infrastructure development plans, capital improvements budget, or other government spending plan.

Initial Review at the Conceptual Stage

- (1) Only proposals for qualifying projects, as defined in the PPEA, and those proposals that contain sufficient information for a meaningful evaluation and that are provided in an appropriate format, as described in these Guidelines, will be considered by the County for further review at the conceptual stage.
- (2) The County may stop review and evaluation of a proposal at any time at the County's sole discretion and may reject an Unsolicited Proposal at any time for any reason whatsoever.
- (3) The County will determine at this initial stage of review whether it will proceed using procurement through competitive sealed bidding or competitive negotiation. Following this determination, the County will issue the public notice described in § 39-3(A)(2) which solicits competing Unsolicited Proposals.
- (4) After reviewing an Unsolicited Proposal and any competing Unsolicited Proposals submitted during the notice period, the County may determine
 - (a) not to proceed further with any proposal,
 - (b) to proceed to the detailed phase of review with the original proposal,
 - (c) to proceed to the detailed phase with a competing proposal, or
 - (d) to proceed to the detailed phase with multiple proposals.

Format for Submissions at the Detailed Stage

- (1) If the County decides to proceed to the detailed phase of review with one or more Unsolicited Proposals, then the following information must be provided by the private entity unless waived by the County:
 - (a) A topographical map (1:2,000 or other appropriate scale) depicting the location of the proposed project.

- (b) A list of public utility facilities, if any, that will be crossed by the qualifying project and a statement of the plans of the private entity to accommodate such crossings.
- (c) A statement and strategy setting out the plans for securing all necessary property. The statement must include the names and addresses, if known, of the current owners of the subject property as well as a list of any property the private entity intends to request the public entity to condemn.
- (d) A detailed listing of all firms that will provide specific design, construction and completion guarantees and warranties, and a brief description of such guarantees and warranties.
- (e) A total life-cycle cost specifying methodology and assumptions of the project or projects and the proposed project start date. Include anticipated commitment of all parties; equity, debt, and other financing mechanisms; and a schedule of project revenues and project costs. The life-cycle cost analysis should include, but not be limited to, a detailed analysis of the projected return, rate of return, or both, expected useful life of facility and estimated annual operating expenses.
- (f) A detailed discussion of usage of the project, and assumptions about user fees, lease payments, and other service payments over the term of the interim or comprehensive agreement pursuant to Virginia Code § 56-575.9 or Virginia Code § 56-575.9:1 and the methodology and circumstances for changes to such user fees, lease payments, and other service payments over time.
- (g) Identification of any known government support or opposition, or general public support or opposition for the project. Government or public support should be demonstrated through resolution of official bodies, minutes of meetings, letters, or other official communications.
- (h) A statement regarding the anticipated public reaction.
- (i) Demonstration of consistency with appropriate local comprehensive or infrastructure development plans or indication of the steps required for acceptance into such plans.
- (j) Explanation of how the proposed project would impact local development plans of each affected jurisdiction.
- (k) Detailed analysis of the cost and financial feasibility of the proposed project, including its impact on similar facilities operated or planned by the County. Include a detailed description of any financing plan proposed for the project, a comparison of that plan with financing alternatives that may be available to the County, and all underlying data supporting any conclusions reached in the analysis or the selection by the private entity of the financing plan proposed for the project.
- (l) Additional material and information as the County may request.

Review Fees

- (1) A review fee will be charged a private entity submitting an Unsolicited Proposal to the County to cover the County's costs of processing, reviewing, and evaluating the proposal, including the cost to compare it to any competing proposals. Such costs include but are not limited to County staff time, the cost of any materials or supplies expended, and the cost of any outside advisors or consultants, including but not limited to attorneys, consultants, and financial advisors used by the County in its sole discretion to assist in processing, reviewing, or evaluating the proposal. Such fees are intended to be in the amount necessary to cover the County's costs.
- (2) Such fees shall be imposed based on the reasonably anticipated costs to the County in accordance with the following schedule:
 - (a) Initial fee. Payment of an initial fee must accompany the submission of the Unsolicited Proposal to the County in order for the County to proceed with its review. The initial fee shall be no less than \$2,500 regardless of the anticipated total cost.
 - (b) Additional fees. Additional fees shall be imposed on and paid by the private entity throughout the processing, review, and evaluation of the Unsolicited Proposal if and as the County reasonably anticipates incurring costs in excess of the initial fee paid by the private entity. The County will notify the private entity of the amount of such additional fees as and when it anticipates incurring such costs. Prompt payment of such additional fees is required before the County will continue to process, review, and evaluate the proposal.
 - (c) Reimbursement of excess fees paid. In the event the total fees paid by the private entity exceed the County's total costs incurred in processing, reviewing, and evaluating the proposal, the County shall reimburse the difference. Otherwise, the County shall retain all fees paid.

Article III: Evaluation and Selection

Section 39-4. Proposal Evaluation and Selection Criteria

A. Analysis of costs and benefits.

- (1) Analysis regarding the specifics, advantages, disadvantages, and the long- and short-term costs of a request by a private entity for approval of a qualifying project shall be performed by employees of the County.
- (2) As an alternative or supplement to analysis by County employees under § 39-4(A)(1), the County may engage the services of qualified professionals, which may include an architect, professional engineer, or certified public accountant, not otherwise employed by the County, to provide

independent analysis regarding the specifics, advantages, disadvantages, and the long- and short-term costs of any request by a private entity for approval of a qualifying project.

B. Procedure for Evaluation and Selection

The procedure for evaluation of proposals and selection of a proposal, if any, shall be:

- (1) consistent with the PPEA and these Guidelines, and
- (2) in accordance with the County's procurement procedures for review and selection of competitive sealed bids or competitive negotiation.

C. Public Hearing

The County shall hold a public hearing on the proposals during the proposal review process at least 30 days prior to entering into an interim or comprehensive agreement pursuant to § 39-3.

D. Evaluation and Selection Factors

Some or all of the following matters may be considered in the evaluation and selection of PPEA proposals. However, the County retains the right at all times to reject any proposal at any time for any reason whatsoever.

- (1) *Qualifications and Experience.* Factors to be considered in either phase of the County's review to determine whether the private entity possesses the requisite qualifications and experience may include but are not necessarily limited to:
 - (a) Experience with similar projects.
 - (b) Demonstration of ability to perform work.
 - (c) Leadership structure.
 - (d) Project manager's experience.
 - (e) Management approach.
 - (f) Financial condition.
 - (g) Project ownership.
- (2) *Project Characteristics.* Factors to be considered in determining the project characteristics may include but are not necessarily limited to:
 - (a) Project definition.
 - (b) Proposed project schedule.
 - (c) Operation of the project.
 - (d) Technology; technical feasibility.
 - (e) Conformity to laws, regulations, and standards.

- (f) Environmental impacts.
- (g) Condemnation impacts.
- (h) State and local permits.
- (i) Maintenance of the project.

(3) *Project Financing.* Factors to be considered in determining whether the proposed project financing allows adequate access to the necessary capital to finance the project may include but are not necessarily limited to:

- (a) Cost and cost benefit to the County.
- (b) Financing and the impact on the debt or debt burden of the County.
- (c) Financial plan.
- (d) Estimated cost.
- (e) Life-cycle cost analysis.
- (f) The identity of any third party that will provide financing for the project and the nature and timing of their commitment.

(4) *Project Benefit and Compatibility.* Factors to be considered in determining the proposed project's compatibility with the appropriate local or regional comprehensive or development plans may include but are not necessarily limited to:

- (a) Community benefits.
- (b) Community support or opposition, or both.
- (c) Public involvement strategy.
- (d) Compatibility with existing and planned facilities.
- (e) Compatibility with local, regional, and state economic development efforts.

Section 39-5. Comprehensive Agreement.

A. Review and Approval of Comprehensive Agreement by Board of Supervisors.

Prior to acquiring, designing, constructing, improving, renovating, expanding, equipping, maintaining, or operating any qualifying project, a selected private entity shall enter into a comprehensive agreement with the County as provided by the PPEA. Any such comprehensive agreement, and any amendment thereto, must be approved by the County's Board of Supervisors (the "Board") before it is entered into on behalf of the County.

In considering any comprehensive agreement, the Board shall determine whether the project serves the public purpose of the PPEA, and whether

- (1) there is a public need for or benefit derived from the qualifying project of the type the private entity proposes as a qualifying project.

- (2) the estimated cost of the qualifying project is reasonable in relation to similar facilities, and
- (3) the private entity's plans will result in the timely development or operation of the qualifying project.

B. Interim Agreement.

Prior to or in connection with the negotiation of the comprehensive agreement, the County may enter into an interim agreement, upon approval by the Board, with the private entity proposing the development or operation of the qualifying project. Such interim agreement may

- (1) permit the private entity to commence activities for which it may be compensated relating to the proposed qualifying project, including, but not limited to, project planning and development, design and engineering, environmental analysis and mitigation, survey, and ascertaining the availability of financing for the proposed facility or facilities;
- (2) establish the process and timing of the negotiation of the comprehensive agreement; and
- (3) contain any other provisions related to any aspect of the development or operation of a qualifying project that the parties may deem appropriate.

C. Contents of Comprehensive Agreement.

As provided by the PPEA, the terms of the comprehensive agreement shall include but not be limited to:

- (1) Delivery of maintenance, performance and payment bonds or letters of credit in connection with any acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, or operation of the qualifying project, in the forms and amounts satisfactory to the County.
- (2) Review and approval of plans and specifications for the qualifying project by the County. This shall not be construed as requiring the private entity to complete design of a qualifying project prior to execution of a comprehensive agreement.
- (3) The right of the County to inspect the qualifying project to ensure that the private entity's activities are acceptable to the County and in accordance with the provisions of the comprehensive agreement.
- (4) Maintenance of a policy or policies of liability insurance or self-insurance in from and amount satisfactory to the County and reasonably sufficient to insure coverage of tort liability to the public and employees and to enable the continued operation of the qualifying project.
- (5) Monitoring of the practices of the operator by the County to ensure proper maintenance.

- (6) Reimbursement to be paid to the County for services provided by the County.
- (7) Filing by the private entity of appropriate financial statements on a periodic basis.
- (8) Policies and procedures governing the rights and responsibilities of the County and the operator in the event that the comprehensive agreement is terminated or there is a material default by the operator, including the conditions governing assumption of the duties and responsibilities of the operator by the County and the transfer or purchase of property or other interests of the operator by the County.
- (9) Providing for such user fees, lease payments, or service payments, if any, as may be established from time to time by agreement of the parties, which shall be the same for persons using the facilities under like conditions and shall not materially discourage use of the qualifying project. Classifications according to reasonable categories for assessment of user fees may be made.
- (10) Requiring a copy of any service contract to be filed with the County and providing that a schedule of the current user fees or lease payments shall be made available by the operator to any member of the public upon request.
- (11) The terms and conditions under which the County may contribute financial resources, if any, for the qualifying project.
- (12) Any other provisions required by applicable law or agreed to by the parties.

At a special meeting of the Warren County Board of Supervisors held in the Warren County Government Center on June 30, 2022 at 5:02 PM.

Present: Cheryl L. Cullers, Chair (South River District); Delores R. Oates, Vice Chair (North River District); Jerome K. Butler (Happy Creek District); Victoria L. Cook (Fork District); and Walter J. Mabe (Shenandoah District); also present were Edwin C. Daley, County Administrator; Jason J. Ham, County Attorney (via conference phone); Matt Robertson, Finance Director; Alisa Scott, Deputy Finance Director; and Emily Ciarrocchi, Deputy Clerk of the Board

Call to Order

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

On a motion by Mr. Mabe, seconded by Mrs. Cook, and by the following vote, the Board of Supervisors entered into a closed meeting under the provisions of Section 2.2-3711(A)(8) of the Virginia Freedom of Information Act for consultation with legal counsel for the provision of legal advice regarding budget and appropriation matters:

Mabe, Aye; Cooks, Aye; Cullers, Aye; Oates, Aye; Butler, Aye

On a motion by Mr. Mabe, seconded by Mrs. Oates, 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 Section 2.2-3711(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 Board:

Butler, Aye; Oates, Aye; Cullers, Aye; Cook, Aye; Mabe, Aye

Appropriation Resolution for FY 2022-2023 – Matt Robertson

Dr. Daley reported that the Board of Supervisors adopted the FY 2022-2023 budget on June 28, 2022. This proposed resolution appropriates the budget as adopted at that meeting, to include 75% of the School Operating Fund request from the School Board.

On a motion by Mrs. Cook, seconded by Mr. Butler, and by the following vote, the Board of Supervisors adopted the Appropriation Resolution for Fiscal Year 2022-2023:

Mabe, Aye; Cooks, Aye; Cullers, Aye; Oates, Aye; Butler, Aye

RESOLUTION OF THE BOARD OF SUPERVISORS OF WARREN COUNTY, VIRGINIA

BE IT RESOLVED by the Board of Supervisors of the County of Warren, Virginia (the "Board") that the funds in the Fiscal Year 2022-2023 Budget (the "Budget") that was

approved on June 28, 2022, are appropriated for the period July 1, 2022 through June 30, 2023 from the funds and for the functions or purposes indicated in the Budget; provided, however, that if anticipated and budgeted state or federal funds are reduced, that these appropriations shall be reduced a like amount in those categories for which the state or federal funds are designated, and, provided that if local revenues do not reach anticipated levels the Board of Supervisors may reduce the appropriations listed below;

BE IT FURTHER RESOLVED by the Board that the appropriations to the Warren County School Board are appropriated by and to the major classifications in accordance with Code of Virginia § § 22.1-94 and 22.1-115, and that such funds must be spent in accordance with such major classifications, as such classifications are shown in the Budget, unless otherwise authorized by the Board.

BE IT FURTHER RESOLVED by the Board that the Budget adopted on June 28, 2022, which Budget is in conformity with this Appropriation Resolution, is readopted as stated herein.

General Fund

Department	Fiscal Year 2022-2023 Adopted Budget
Board of Supervisors	\$ 205,040
County Administration	\$ 570,195
Human Resources	\$ 276,694
County Attorney	\$ 356,374
Information Technology	\$ 1,006,113
Commissioner of the Revenue	\$ 769,265
Reassessment	\$ 148,331
Treasurer	\$ 571,335
Finance and Purchasing	\$ 476,474
Elections	\$ 444,301
Circuit Court	\$ 71,044
General District Court	\$ 24,300
Magistrates	\$ 5,400
Drug Court	\$ 70,160
Juvenile and Domestic Court	\$ 19,000
Clerk of Circuit Court	\$ 712,101
Law Library	\$ 63,538
Commonwealth's Attorney	\$ 1,175,318
Sheriff's Office	\$ 7,487,692
E-911 System	\$ 1,008,155
Volunteer Fire and Rescue	\$ 1,119,471
Probation	\$ 41,000
Building Inspections	\$ 633,435
Medical Examiner	\$ 1,000
Fire and Rescue Department	\$ 5,027,543

Public Works/Sanitary Districts	\$ 443,385
Streets and Highways	\$ 20,000
Refuse Collection	\$ 847,260
Refuse Collection/Transfer Station	\$ 226,930
Refuse Disposal	\$ 2,877,514
Maintenance of Bldgs. and Grounds	\$ 1,562,221
Health	\$ 373,600
Social Services	\$ 4,958,747
Other Social Services	\$ 149,000
Children's Services Act	\$ 1,994,647
School Division, Local Match Part of School Division Budget below	\$ 20,790,000
Regional Partnerships	\$ 4,052,300
Parks and Rec - Administration	\$ 712,489
Parks and Rec - Rec Programs	\$ 169,165
Parks and Rec - Maintenance	\$ 1,552,529
Library, Museums, Cult. Enrich.	\$ 1,039,000
Planning and Zoning Administration	\$ 485,229
Economic Development	\$ 1,943,047
Environmental Management	\$ 28,500
VPI Extension Service	\$ 139,515
Non-Departmental	\$ 8,768,000
Debt Service	\$ 11,159,378
Transfers to Other Funds	\$ 3,064,709

Capital Improvement Fund	\$ 8,189,453
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Asset Replacement Fund	\$ 2,822,650
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Airport Fund	\$ 208,332
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Cost Recovery Fund	\$ 969,000
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School Division

Instruction	\$ 49,004,417
Administration, Attendance and Health	\$ 2,891,704
Pupil Transportation	\$ 3,100,727
Operation and Maintenance	\$ 6,441,390
School Food Services and Other Noninstructional Operations	\$ 3,392,190
Facilities	\$ 12,371,642
Debt and Fund Transfers	\$ 594,068
Technology	\$ 2,146,096
Contingency Reserves	\$ 0

Sanitary Districts

Blue Mountain Sanitary District	\$ 154,382
Cedarville Heights Sanitary District	\$ 15,500
High Knob Sanitary District	\$ 427,069
Lake Front Royal Sanitary District	\$ 158,361
Linden Heights Sanitary District	\$ 31,725
Osprey Lane Sanitary District	\$ 9,180
Riverside Sanitary District	\$ 3,480
Shangri-La Sanitary District	\$ 9,144
Shannon Woods Sanitary District	\$ 3,906
Shenandoah Farms Sanitary District	\$ 810,093
Shenandoah Shores Sanitary District	\$ 278,000
Skyland Estates Sanitary District	\$ 256,550
South River Estates Sanitary District	\$ 18,542
Wildcat Drive Sanitary District	\$ 14,940

Adjournment

Mrs. Cullers adjourned the meeting at 5:35 PM.



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE July 19, 2022	ITEM I	SUBJECT: Disposition of Real Property: 30 E. Jackson Street	PAGE 1 OF
<u>EXPLANATION & SUMMARY:</u> At its regular meeting on June 28, 2022, this Board held a public hearing for the disposition of real property located at 30 E. Jackson Street. Immediately following the public hearing, a closed session was held to discuss a second offer. Adams-Nelson & Associates, Inc. recommends the County accept the offer from Blue Ridge Information Systems for \$240,000.00 with an estimated close date around September 2022. <u>COST & FINANCING:</u> Excluding commission and normal closing costs, the County will receive \$240,000 at closing. <u>PROPOSED OR SUGGESTED MOTION:</u> I move the Board of Supervisors approve the disposition of 30 E Jackson Street Front Royal, VA 22630 tax map number 20A7 4 39A for a contract price of TWO HUNDRED FORTY THOUSAND DOLLARS (\$240,000) with Blue Ridge Information Systems. I further move the Board authorize the Chair and County Administrator, either of whom may act, to execute all necessary documents that have been approved by the County Attorney or the Assistant County Attorney. Or I move that the Board of Supervisors table this request for further discussion.			
SUBMITTED BY: Alisa Scott, Deputy Finance Director	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)		PROCESSED BY:



VIRGINIA REALTORS®
Commercial Purchase Agreement

Each commercial transaction is different. This form may not address your specific purpose. This is a legally binding document. If not understood, seek competent advice before signing.

This Commercial Purchase Agreement (the "Agreement") is dated June 13, 2022, between County of Warren, Virginia ("Seller") and Blue Ridge Information Systems ("Purchaser"). The parties acknowledge that Adams Nelson & Associates, Inc. M. Silek ("Listing Broker") represents Seller and that Adams Nelson & Associates, Inc. S. Conrad ("Selling Broker") represents [select one]: ☐ Seller ☒ Purchaser. The parties further acknowledge that disclosure of the brokerage relationships was made to them by the real estate licensees involved in this transaction when specific assistance was first rendered and confirmed in writing.

1. **Sale of Property.** Purchaser agrees to buy and Seller agrees to sell the land, all improvements thereon, and all rights and appurtenances thereto belonging, located in the City/County of Warren, Virginia, with a tax parcel no. of 20A7 4 39A and a street address of 30 East Jackson Street, Front Royal, Virginia 22630. Seller discloses that [select one]: ☒ there are no tenants or other parties in possession of the Property OR ☐ there are tenants or persons who are in possession of the Property as set forth on **SCHEDULE A** attached hereto.

2. **Purchase Price.** The purchase price for the Property is Two Hundred Forty Thousand Dollars (\$ 240,000.00) (the "Purchase Price") and shall be paid to Seller at Settlement, subject to the prorations and adjustments described herein, as follows:

A. **Deposit.** Purchaser shall make a deposit of \$ 5,000.00 to be held by Pond Law Group, PC (the "Escrow Agent") in the form of: ☒ check ☐ cash ☐ other (the "Deposit"). Purchaser [select one]: ☐ has paid the Deposit to the Escrow Agent OR ☒ will pay the Deposit to the Escrow Agent within 5 days (the "Extended Deposit Date") after the date this Contract is fully executed by the parties. If Purchaser fails to pay the Deposit as set forth herein, then Purchaser shall be in breach of this Contract. At Seller's option and in lieu of all other remedies set forth in this Contract, Seller may terminate this Contract by written notice to Purchaser and neither party shall have any further obligation hereunder.

If the Escrow Agent is a Virginia Real Estate Board ("VREB") licensee, the parties direct the Escrow Agent to place the Deposit in an escrow account by the end of the fifth business banking day following the latter of: (i) the date this Contract is fully executed by the parties, or (ii) the Extended Deposit Date. If the Escrow Agent is not a VREB licensee, the parties direct the Escrow Agent to place the Deposit in an escrow account in conformance with applicable Federal or Virginia law and regulations. The Deposit may be held in an interest bearing account and the parties waive any claim to interest resulting from such Deposit. The Deposit shall not be released by the Escrow Agent until (i) credited toward the purchase price at settlement; (ii) Seller and Purchaser agree in writing as to its disposition; (iii) a court of competent jurisdiction orders a disbursement of the funds; or (iv) disbursed in such manner as authorized by the terms of this Contract or by Virginia law or regulations. Seller and Purchaser agree that Escrow Agent shall have no liability to any party for disbursing the Deposit in accordance with this paragraph, except in the event of Escrow Agent's negligence or willful misconduct.

B. **Balance.** The balance of the Purchase Price shall be paid by Purchaser at Settlement in certified funds or bank wire (inclusive of any loan obtained by Purchaser to purchase the Property).

3. **Settlement.**

A. **Settlement of Property.** Settlement of the purchase and sale of the Property shall be made at Pond Law Group PC, 35 N. Royal Ave. Front Royal, Va. on September 12, 2022 ("Settlement"). Possession of the Property shall be delivered to Purchaser at Settlement.

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Reviewed 07/19

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B. Deliveries by Seller at Settlement. At Settlement, Seller shall deliver to Purchaser the following:

(i) A general warranty deed with ~~full English covenants of title~~ (the "Deed") conveying to the Purchaser good and marketable fee simple title to the Property, free and clear of all liens, encumbrances, conditions and restrictions, except any lien for real estate taxes not yet due and payable, and any Title Objections for which Purchaser has no objection and/or has waived such objection pursuant to Paragraph 5;

(ii) An affidavit for the benefit of Purchaser and its title insurer, satisfactory to Purchaser's title company (the "Affidavit") stating that (i) no right to a mechanic's or materialman's lien has accrued with respect to the Property as a result of any act or omission by the Seller and (ii) there are no outstanding leases or agreements with regard to, or other parties in or entitled to possession of, the Property except as disclosed in SCHEDULE A attached hereto;

(iii) A Certificate of Non-Foreign Status as required by Section 1445 of the Internal Revenue Code of 1986 and any other certificates required by any governmental authority or agency;

(iv) If the Property is leased, a tenant estoppel certificate and an assignment of lease (including the transfer of the security deposit at Settlement) for each and every tenant of the Property, in forms acceptable to Purchaser; and

(v) Such other Seller certifications as Purchaser's lender or title company may reasonably require.

C. Costs and Prorations. Seller shall pay the costs of preparing the Deed, the Grantor's tax thereon and any other expenses incurred by Seller. Purchaser shall pay for the title search, title insurance premiums, survey expenses, lender fees, Grantee's tax, and all other settlement expenses incurred by Purchaser. Real estate taxes, rent, CAM and assessments, as applicable, shall be prorated between Seller and Purchaser as of the date of the Settlement. Each party shall pay its own legal, accounting and other expenses incurred in connection with this Agreement or Settlement.

✓ Settlement agent expenses

D. Condition of Property. Purchaser agrees to accept the Property at Settlement in its physical condition at the time this Agreement is fully executed by all parties, except as otherwise provided herein. Seller agrees to maintain the Property in good condition and repair until Settlement. At Settlement, Seller agrees to transfer to Purchaser all existing warranties, if any, on the Property's roof, structural components, HVAC, mechanical, electrical, security and plumbing systems.

4. Feasibility Period.

A. For a period of Sixty (60) days following execution of this Agreement by all parties (the "Feasibility Period"), Purchaser, its agents and contractors, shall have the right to: (i) enter the Property for the purpose of inspecting the Property and performing tests as are desirable to Purchaser in its sole and absolute discretion; (ii) seek zoning information from the local governing authority concerning Purchaser's intended use of the Property; and/or (iii) apply for lender financing to acquire the Property.

B. Within five (5) days after Seller's receipt of a fully executed copy of this Agreement, if not previously delivered, Seller shall deliver to Purchaser copies of the following materials related to the Property if in Seller's possession: (i) any Phase I or other environmental studies; (ii) a current survey; (iii) the most current owner's title insurance policy; and (iv) all leases and rent rolls for each tenant identified in SCHEDULE A (including without limitation, the base monthly rental and all taxes, insurance, and other pass-throughs paid by the tenant), and all contracts affecting the Property that are not terminable at will. Items (i) through (iv) are collectively referred to as the "Materials".

C. If Purchaser is not satisfied in its sole and absolute discretion with all aspects of the Property (including zoning) or the Materials, or has not obtained financing upon terms and conditions satisfactory to Purchaser, then Purchaser shall have the right, upon written notice to Seller prior to the expiration of the Feasibility Period, to terminate this Agreement, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11. Purchaser acknowledges that the Feasibility Period will not be extended for any reason, regardless of whether Purchaser has completed its inspections or zoning inquiry, or has obtained financing.

D. If Purchaser fails to acquire the Property, Purchaser agrees: (i) to repair any damage arising as a result of its exercise of the right of access granted in this Paragraph 4; (ii) to indemnify and hold Seller harmless from any and all liability of any kind or nature whatsoever as a result of the exercise of such right of access, other than as a result of Seller's negligence or misconduct or the negligence or misconduct of Seller's agents, employees or contractors; and (iii) upon demand to return the Materials to Seller.

5. Title and Survey Objections. Purchaser may, at its sole expense, obtain a title insurance commitment and a survey for the Property. Prior to the expiration of the Feasibility Period, Purchaser shall notify the Seller in writing as to any title or survey objections regarding the Property that the Purchaser is unwilling to accept (collectively the "Title Objections"). Seller shall advise Purchaser in writing within ten (10) days after receipt of such notice, which if any of the Title Objections will not be cured by Seller at or prior to Settlement. If Seller fails to respond to Purchaser within such ten (10) day period or if Seller's response indicates that it does not intend to cure one or more of the Title Objections, then Purchaser may, at its option either (i) terminate this Agreement by giving written notice to Seller; (ii) cure such Title Objections at its own expense and proceed to Settlement with no reduction in the Purchase Price; or (iii) waive such Title Objections and proceed to Settlement, with no reduction in the Purchase Price. If Purchaser elects to terminate this Agreement, the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11.

6. Conditions Precedent to Obligation of Purchaser. This Agreement and all of Purchaser's obligations hereunder are further subject to Purchaser determining in its sole and absolute discretion that all of the conditions set forth in this Paragraph 6 have been satisfied or waived in writing by Purchaser. In the event that any of the following conditions are not satisfied or waived by Purchaser, Purchaser may give written notice to Seller terminating this Agreement on or before Settlement, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11.

A. Seller's Representations and Warranties. All the representations and warranties of Seller made herein shall have been true when made and shall be true and correct as of Settlement, with no material changes therein.

B. Seller's Deliveries. As of Settlement, Seller shall have taken all action and delivered all documents and materials required by this Agreement.

C. No Litigation. As of Settlement, there shall be no litigation, proceeding or investigation pending, or to the knowledge of Purchaser or Seller threatened, which might prevent or adversely affect the intended use of the Property or which questions the validity of any action taken or to be taken by Seller or Purchaser hereunder, or which threatens the continued operation of the Property for commercial purposes.

7. Representations and Warranties of the Seller. Seller, jointly and severally (if more than one Seller), represents and warrants unto Purchaser as of the date hereof and on the Settlement date that:

A. Authority and Marketable Title. Seller is the owner of the Property, possesses the requisite authority to enter into and perform this Agreement, and has the absolute right to sell, assign, and transfer the Property to Purchaser at Settlement.

B. No Pending Litigation or Bankruptcy. There are no actions, suits or proceedings at law or in equity pending, threatened against, or affecting the Property before or by any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentally. No bankruptcy or similar action, whether voluntary or involuntary, is pending or is threatened against Seller, and Seller has no intention of filing or commencing any such action within ninety (90) days following Settlement.

C. No Outstanding Purchase Option. No option, right of first refusal or other contractual opportunity to purchase the Property has been granted to, or executed with, a third-party that is enforceable against Seller and/or the Property giving such third-party a right to purchase an interest in the Property or any part thereof.

D. No Notice of Repairs. Seller has received no written notice from any governmental agency that repairs, alterations or corrections that must be made to the Property.

E. Utilities. The Property is connected to [select one]: ☒ a municipal water and sewer system and has utility meters installed within the Property OR ☐ a well and septic system located on the Property. Seller makes no representation on whether the capacities of such utilities are sufficient for Purchaser's intended use of the Property.

F. Hazardous Materials. To the best of Seller's actual knowledge, no toxic or hazardous materials (as said terms are defined in any applicable federal or state laws) have been used, discharged or stored on or about the Property in violation of said laws, and to the best of Seller's knowledge, no such toxic or hazardous materials are now or will be at Settlement located on or below the surface of the Property. There are no petroleum storage tanks located on or beneath the surface of the Property.

G. Parties in Possession. As of the Settlement date, there will be no adverse or other parties in possession of the Property or any part thereof, nor has any party been granted any license, lease or other right or interest relating to the use or possession of the Property or any part thereof, except for the Leases attached hereto and made a part hereof as SCHEDULE A.

H. Other Contracts. Seller is not a party to any contracts relating to the Property that is not terminable at will, except as disclosed on SCHEDULE B, which is attached hereto and made a part hereof. Between the date of this Agreement and the Settlement date, Seller will not, without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, enter into any contract relating to the Property that is not terminable at will.

I. No Undisclosed Restrictions. Seller has not, nor to the best of Seller's knowledge or belief has any predecessor in title, executed or caused to be executed any document with or for the benefit of any governmental authority restricting the development, use or occupancy of the Property that has not specifically been disclosed to Purchaser or wouldn't be revealed by a title report.

8. Risk of Loss. The risk of loss or damage to the Property by fire or other casualty prior to Settlement shall be on the Seller. If such loss or damage materially and adversely affects the use of the Property as of Settlement, Purchaser shall be entitled to terminate this Agreement by written notice to Seller, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11.

9. Condemnation. If, prior to Settlement, any taking pursuant to the power of eminent domain is proposed or occurs, as to all or any portion of the Property intended to be acquired at Settlement by the Purchaser, or sale occurs in lieu thereof, the Purchaser shall be entitled to terminate this Agreement by written notice to Seller, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11.

10. Access/Cooperation. During the term of this Agreement, Purchaser and his duly authorized agents shall be entitled to reasonable access to the Property for the purpose of surveying, appraising and making other findings related to the Property. Purchaser agrees to indemnify and hold the Seller harmless from any and all liability of any kind or nature whatsoever as a result of the exercise of such right of access, other than as a result of the Seller's gross negligence or willful misconduct.

11. Agents and Brokers. Each party represents and warrants that it did not consult or deal with any broker or agent with regard to this Agreement or the transaction contemplated hereby, except for the Listing Broker and the Selling Broker, and each party hereto agrees to indemnify and hold harmless the other party from all liability, expense, loss, cost or damage, including reasonable attorneys' fees, that may arise by reason of any claim, demand or suit of any agent or broker arising out of facts constituting a breach of the foregoing representation and warranty. Listing Broker shall be paid a brokerage fee by Seller of ☐ 2.500 % of the Purchase Price. Selling Broker shall be paid ☐ 2.500 % of the Purchase Price. The fees to the Listing Broker and Selling Broker shall be paid in cash at Settlement.

12. Notices. Any notice, request or demand required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if, delivered by hand or messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient, at the intended recipient's address set forth below, or at such other address as the intended recipient may have specified by written notice to the sender given in accordance with the requirements of this Paragraph. Any such notice, request or demand so given shall be deemed given on the day it is received by the recipient.

For the Seller:

County of Warren, Virginia

Dr. Edwin C. Daley County Administrator

220 North Commerce Avenue, Suite 100 Front Royal, Va, 22630

For Purchaser:

Blue Ridge Information Systems

202 Blue Ridge Avenue

Front Royal, Virginia 22630

13. Default.

A. Default by Purchaser. ~~If Purchaser defaults under this Agreement, the damages suffered by Seller would be difficult to ascertain. Therefore, Seller and Purchaser agree that, in the event of a default by Purchaser, Seller's sole and exclusive remedy, in lieu of all other remedies, shall be to terminate this Agreement and retain the Deposit as full and complete liquidated damages. If the deposit is retained as liquidated damages, Seller agrees to~~

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Reviewed 07/19

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addition to including consequential damages

May
[Signature]

pay one-half of the Deposit to the Listing Broker to compensate Broker for his brokerage services in the transaction. Such payment shall have no effect on the payment due in any subsequent transaction. Seller hereby specifically waives the right to seek specific performance of this Agreement by Purchaser or any other remedy at law or in equity, provided that Seller reserves the right to all remedies available at law and in equity solely in order to enforce the indemnification obligations of Purchaser under Paragraphs 4D, 10 and 11 herein.

B. Default by Seller. If Seller defaults under this Agreement, Purchaser shall have the option to (i) seek specific performance of this Agreement, or (ii) terminate this Agreement, in which event the Deposit shall be promptly refunded to Purchaser. Seller shall be liable for Purchaser's expenses in the filing of any specific performance action, including reasonable attorney's fees and court costs.

C. Right to Cure Default. Prior to any termination of this Agreement as provided in Subparagraphs 13A, and 13B., the non-defaulting party shall provide written notice of any default(s) to the defaulting party (the "Default Notice") permitting the defaulting party ten (10) days to cure any such default(s). If defaulting party does not cure the default(s) or does not respond to the Default Notice, then the non-defaulting party may terminate the Agreement by written notice to the defaulting party. Nothing herein shall prevent either party from seeking a judicial determination regarding any default; provided however, the court shall award the expenses of attorney's fees and court costs to the prevailing party in any such action.

D. Brokerage Fees. Notwithstanding the remedies set forth in Subparagraphs 13A., 13B, and 13C, if either Seller or Purchaser defaults under this Agreement, the defaulting party shall be liable for the full amount of the brokerage fees set forth in Paragraph 11 and any brokerage fees set forth in Seller's listing agreement with the Listing Broker for the Property (which document is hereby incorporated herein by this reference) as if this Agreement and Seller's listing agreement had been performed, and for any damages and all expenses incurred by the Listing Broker and the Selling Broker in connection with this transaction and the enforcement of this Agreement and Seller's listing agreement, including, without limitation, attorney's fees and court costs. Payment of a real estate broker's fee as the result of a transaction relating to the Property which occurs subsequent to a default under this Agreement shall not relieve the defaulting party of liability for any brokerage fees due under this Agreement or Seller's listing agreement.

14. Miscellaneous.

A. Final Agreement. This Agreement contains the entire agreement between the parties hereto relating to the Property and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties hereto.

B. Virginia Law Applicable. This Agreement shall be construed, performed and enforced in accordance with the laws of the Commonwealth of Virginia and shall not be amended or modified and no waiver of any provision hereof shall be effective unless set forth in a written instrument executed with the same formality as this Agreement.

C. Assignment. This Agreement shall not be assigned by one party without the written consent of the other party, except the assignment of this Agreement to an entity owned by Purchaser or the principals of Purchaser shall not require the consent of Seller, but Purchaser shall provide written notice to Seller of such assignment. This Agreement shall inure to the benefit of the parties hereto and their respective and permitted successors and assigns.

D. Counterparts. This Agreement may be signed in one or more counterparts, each of which is deemed to be an original and all of which shall together constitute the same instrument. The parties agree that a fax of any signed original document shall have the same effect as an original.

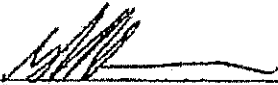
E. Tax-Deferred Exchange. Either party may elect to include the conveyance of the Property in an IRS Section 1031 Like Kind Exchange (a tax-deferred exchange). In the event that a party makes such an election, the non-exchanging party agrees to execute such documents necessary to effectuate such an exchange (at no cost to the exchanging party), but in no event shall such exchange affect the terms of the transaction or a party's responsibilities to the other party under this Agreement. The exchanging party shall bear the sole costs of its exchange.

F. WIRE FRAUD ALERT. Criminals are hacking email accounts of real estate agents, title companies, settlement attorneys, and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. Owner is advised to not wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number. Neither Purchaser or Seller should send personal information such as Social Security numbers, bank account numbers, and credit card numbers except through secured email or personal delivery to the intended recipient.

15. Additional Provisions: Contingent for 60 days from the final date of ratification by both parties for the purchaser to obtain a loan for the purchase of the property. Contingent on the formal approval by the Warren County, Virginia Board of Supervisors at a regular scheduled Board Meeting.

16. Acceptance. To be effective this Agreement must be executed by Purchaser and Seller and an original copy of this Agreement returned to Purchaser no later than 5:00 p.m. on N/A, or this Purchase Agreement shall be deemed withdrawn.

Each of the parties has executed this Agreement in its name pursuant to due authority as of the dates set forth below.


Purchaser
Printed Name: Glenn Robinson
Title (if applicable): Broker
Date: 6/15/20

Seller
Printed Name: _____
Title (if applicable): _____
Date: _____

Purchaser
Printed Name: _____
Title (if applicable): _____
Date: _____

Seller
Printed Name: _____
Title (if applicable): _____
Date: _____

Selling Company's Name and Address

Adams Nelson & Associates, Inc. S. Conrad
303 S Loudoun St, Winchester, VA 22601-4637

Listing Company's Name and Address

Adams Nelson & Associates, Inc. M. Silek
303 S Loudoun St, Winchester, VA 22601-4637

Agent's Name Michael Silek
Agent's tel. no. (540)247-6317
Fax no. _____
Agent's email MichaelSilek@AdamsNelson.com

Agent's Name Suzanne Conrad
Agent's tel. no. (540)931-4716
Fax no. _____
Agent's email suzanneconrad@adamsnelson.com

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SCHEDULE A

**LEASES, AGREEMENTS AND CONTRACTS
FOR TENANTS AND OTHER PARTIES
IN POSSESSION OF THE PROPERTY**

List below each such tenant or other party in possession of the Property, and provide Purchaser with a copy of each lease, license or other agreement. If verbal agreement, summarize terms below.

Also provide Purchaser with any contract affecting the Property that is not terminable at will.

None.

SCHEDULE B
CONTRACTS RELATING TO THE PROPERTY
(Not terminable at will)

None.

SCHEDULE B

**CONTRACTS RELATING TO THE PROPERTY
(Not terminable at will)**

None.



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
7/19/2022	J-1	Designation of Deputy Zoning Administrator <i>Chris Brock</i>	1 of 1

EXPLANATION & SUMMARY:

Currently, under Section 180-60 of the Warren County Code (Zoning Ordinance), the following designations have been made to enforce the County Zoning Ordinance requirements:

Chase Lenz

Zoning Administrator (2022)

Matthew Wendling

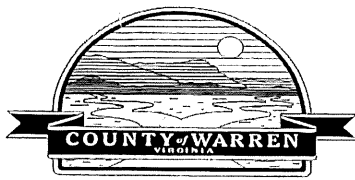
Deputy Zoning Administrator (2017)

At this time, I would ask that the Board also designate Chris Brock as a Deputy Zoning Administrator. Mr. Brock is new to the Planning team, formerly having worked as the Zoning Administrator for the Town of Front Royal. He has extensive zoning experience. He has jumped right into his tasks here at the County, including enforcing the zoning ordinance and reviewing and enforcing conditions placed by the Board on conditional use permits. The additional designation for Mr. Brock will be helpful in the department with the daily workload.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors officially designate Chris Brock as a Deputy Zoning Administrator as prescribed by Sections 180-60 of the Warren County Code.

SUBMITTED BY:	DISPOSITION OF BOARD:	PROCESSED BY:
Matt Wendling Planning Director	☐ APPROVED ☐ OTHER (Describe)	



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
7/19/2022	J-2	Pump and Haul Request PH2022-07-01 Dwight Messick - MH River Bluff LLC Lot 3 River Bluff Drive - TM#20E-1--3	1 of 1

EXPLANATION & SUMMARY:

Attached, please find a request from Dwight Messick for property he owns under MH River Bluff LLC to allow for the installation and permitting of a pump and haul septic system. The property is located in the Country Club View subdivision which is across the river from the Front Royal Golf Club, it is identified on tax map 20E, section 1 as parcel 3 and is approximately 0.265 acres in size.

On October 18, 2011, the Board approved this permit for the then property owner, Douglas Henry. Mr. Henry never installed the septic system and the permit was not established. Mr. Messick purchased the property in 2019 and recently reached out to the Warren County Health Department about having the permit reissued. The original permit was issued because of the limited area due to the topography and lot area being limited for the installation of a septic system.

In an e-mail dated June 8, 2022, from the Health Department Manager Jim Davis, which mentions that nothing has changed since the previous application and supports the issuance of a new construction permit for a pump and haul system. He also states any construction permit from them for the pump and haul would only be issued after approval from the County Board of Supervisors and would require a construction permit and design plans drafted by an OSE or PE.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors approve the request of Dwight Messick to install a pump and haul septic system at his property located on Lot 3 River Bluff Drive in the Country Club View subdivision subject to the conditions of the County's pump and haul policy with the operational permit to be approved by the Warren County Health Department.

SUBMITTED BY:

Matt Wendling, CFM
Planning Director
County Floodplain Manager

DISPOSITION OF COMMISSION:

☐ **APPROVED** ☐ **OTHER (Describe)**

PROCESSED BY:

Matt Wendling

From: Davis, Walter <jim.davis@vdh.virginia.gov>
Sent: Wednesday, June 8, 2022 3:25 PM
To: Matt Wendling; Dwight Messick
Subject: TM# 20E-1-3 (3 River Bluff Dr.)

Hi Matt,

I met with Mr. Messick this morning to discuss the issuance of a permanent pump and haul permit for the subject property. As you know a permanent pump and haul construction permit was approved by our office for a previous owner pursuant to BOS/County approval. Conditions have not changed as such to prevent this office from issuing a new construction permit for a permanent pump and haul system provided the owner receives BOS/County approval. Our office would document approval from the county, an application for a construction permit and design plans drafted by an OSE or PE.

If you have any questions, please let me know.

Thanks

Jim

Jim Davis, REHS, MAOSE

Acting Environmental Health Manager

Lord Fairfax Health District

Office: (540) 722-3480

jim.davis@vdh.virginia.gov



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
10/18/2011	A-1	<i>Pump and Haul Request Douglas Henry 3 River Bluff Drive</i>	1 of 1

EXPLANATION & SUMMARY:

Attached you will find a request from Douglas Henry to allow the installation/ permitting of a pump and haul septic system at his property at 3 River Bluff Drive. We have attached a letter from the Warren County Health Department recommending a permanent pump and haul system.

The Health Department visited the applicant's property on September 9, 2011 and found there is insufficient area for a sewage disposal area. They recommend on page 3 of their letter that a permanent pump and haul may provide a solution for this property. I sent the applicant's formal request for this system to the Health Department and they responded that they have no objection to the issuance of the pump and haul at this location.

Approval by the Board of Supervisors would allow the Health Department to issue a permit for this system. The Planning Staff and the Health Department have been working together to keep track of and perform inspections of all permitted pump and haul systems in the County.

The property is located in Country Club View Subdivision and is approximately .265 acres in size. The applicant's camper is located on the property.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors approve the request by Douglas Henry to install a pump and haul septic system at his property at 3 River Bluff Drive subject to the conditions of the County's pump and haul policy and to be approved by the Warren County Health Department.

SUBMITTED BY:	DISPOSITION OF COMMISSION:	PROCESSED BY:
Taryn Logan, <i>TOL</i> Planning Director	☐ APPROVED ☐ OTHER (Describe)	

Lord Fairfax Health District



Warren County Health Department
134 Peyton Street
Front Royal, Virginia 22630
Tel. (540) 635-3159 ~ Fax (540) 635-9698
www.vdh.virginia.gov



September 28, 2011

Taryn G. Logan, Planning Director
Department of Planning and Zoning
220 North Commerce Ave., Suite 400
Front Royal, VA 22630

Ref: Henry Pump & Haul Request (TM: 20E-1-3)

Dear Ms. Logan:

Based on a visit to Mr. Henry's property at 3 River Bluff Drive, and an evaluation for a possible sewage treatment system there, this office would have no objection to the installation of a permanent pump and haul sewage system on this property.

If I may be of further assistance, you may contact me at: 540-635-3159, Ext. 216.

Sincerely,

Arthur Gross
Environmental Health Specialist Senior

RECEIVED

SEP 30 2011

Planning & Zoning Dept.



COUNTY OF WARREN

County Administrator's Office
Warren County Government Center
220 North Commerce Avenue, Suite 100
Front Royal, Virginia 22630

Phone: (540) 636-4600
FAX: (540) 636-6066
Email: dstanley@warrencountyva.net

Douglas P. Stanley
County Administrator

October 19, 2011

BOARD OF SUPERVISORS

CHAIRMAN

Archie A. Fox
Fork
District

VICE-CHAIRMAN

Glenn L. White
North River
District

Tony F. Carter
Happy Creek
District

Linda P. Glavis
South River
District

Richard H. Traczyk
Shenandoah
District

Mr. Douglas Henry
3 River Bluff Drive
Front Royal, Virginia 22630

Dear Mr. Henry:

The Warren County Board of Supervisors, at its regular meeting of October 18, 2011, approved your request to install a pump and haul septic system at 3 River Bluff Drive subject to the conditions of the County's pump and haul policy and approval by the Warren County Health Department.

We are currently in the process of completing your pump and haul permit and will notify you next week.

Should you have any questions, please contact Mrs. Erin Whited in our Planning and Zoning Office at (540) 636-3354.

Sincerely,

Douglas P. Stanley
County Administrator

JCS

cc: Taryn G. Logan, Planning Director
Erin Whited, Planning & Zoning



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE July 19, 2022	ITEM J-3	SUBJECT: Request – Additional Appropriation of \$140,476 from Grant Funds – Warren County Public Schools	PAGE 1 OF
<u>EXPLANATION & SUMMARY:</u> Please find attached correspondence from Dr. Christopher L. Ballenger, Superintendent, requesting an additional appropriation in the amount of \$140,476 from the Emergency Connectivity Fund (ECF) Grant from the Federal Communications Commission. The attachments detail the proposed disbursement and use of these funds. <u>COST & FINANCING:</u> No additional local funding is required. <u>CONSENT AGENDA MOTION:</u> I move that the Board of Supervisors approve the additional appropriation to the School Board's FY 2021-2022 operating budget, category 68000 – Technology in the amount of \$140,476 for the installation of Wi-Fi connectivity on school buses. <u>ALTERNATE MOTION:</u> I move that the Board of Supervisors postpone this item for further discussion to _____.			
SUBMITTED BY: Edwin C. Daley, County Administrator	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)		PROCESSED BY:



Warren County Public Schools
210 North Commerce Avenue
Front Royal, Virginia 22630-4419
Phone (540) 635-2171
Fax (540) 636-4195
www.wcps.k12.va.us

OFFICE OF THE
SUPERINTENDENT

Date Delivered: 6/30/22

June 30, 2022

WARREN COUNTY
BOARD OF SUPERVISORS

JUN 30 2022

RECEIVED
WARREN COUNTY
ADMINISTRATOR'S OFFICE

Dr. Edwin C. Daley
County of Warren
220 North Commerce Avenue, Suite 100
Front Royal, VA 22630

Dear Dr. Daley:

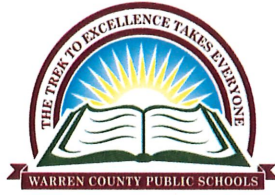
At the June 29, 2022 special meeting of the Warren County School Board, approval was given to request an additional appropriation in the amount of \$140,476 for Budget Category 68000 - Technology. This request allows the School Board to receive and spend a \$140,476 Emergency Connectivity Fund (ECF) Grant from the Federal Communications Commission (FCC). ***No additional local funding is required.*** The attached School Board agenda item provides a more detailed description of the request.

I would appreciate your placing this item on the next Board of Supervisors meeting agenda and will be happy to discuss this request with you and your Board then. In the meantime, if you have any questions, please let me know.

Sincerely,

Christopher L. Ballenger
Division Superintendent

Attachments



Agenda Item Details

Meeting	Jun 29, 2022 - Special Meeting
Category	2. Action Agenda
Subject	C. Approval of Additional Appropriation Request - Dr. Ballenger
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	140,476.00
Budgeted	No
Budget Source	FY2022 Budget
Recommended Action	That the Warren County Board of Supervisors be requested to increase the School Board's FY 2021-2022 Operating Fund Budget Category 68000 - Technology by \$140,476."

Public Content

Explanation and Summary:

An Emergency Connectivity Fund (ECF) Grant from the Federal Communications Commission (FCC) has been received. The grant was used to install wifi connectivity on school buses. In order to receive and spend this grant, an additional appropriation must be received from the Warren County Board of Supervisors.

Attachments:

- ECF Grant Award Letter

Cost and Financing:

No Additional local funds are required for this request.

Proposed or Suggested Motion:

"I move that the Warren County Board of Supervisors be requested to increase the School Board's FY 2021-2022 Operating Fund Budget Category 68000 - Technology by \$140,476."

[ECF Grant Award Letter.pdf \(807 KB\)](#)

Administrative Content

Executive Content

Motion & Voting

That the Warren County Board of Supervisors be requested to increase the School Board's FY 2021-2022 Operating Fund Budget Category 68000 - Technology by \$140,476."

Motion by Ralph A Rinaldi, second by Antoinette D Funk.

Final Resolution: Motion Carried

Yea: Antoinette D Funk, Andrea M Lo, Kristen J Pence, Ralph A Rinaldi, Melanie C Salins



ECF Request for Reimbursement Decision Letter

Contact Information:

Melody Sheppard
WARREN COUNTY SCHOOL DISTRICT
126458
210 N COMMERCE AVE
FRONT ROYAL VA 22630
msheppard@wcps.k12.va.us

Reimbursement Decision

Batch Number: 1

Total Approved Amount	\$140,476.00
------------------------------	---------------------

What is in this letter?

The Universal Service Administrative Company (USAC) has completed its review of one or more Emergency Connectivity Fund (ECF) FCC Forms 472 (BEAR) or FCC Forms 474 (SPI) related to the entity or service provider listed above. Based on the information provided, USAC has approved the request for reimbursement for the above-listed amount. See the accompanying spreadsheet for a detailed breakdown of this total.

Next Steps

Payment will be provided via check or direct deposit from the U.S. Treasury to the bank account listed in SAM.gov. This process may take up to five business days.

Applicants that requested reimbursement prior to paying their service provider are required to pay the service provider within 30 days after receiving funds. If line items on the accompanying excel document are marked as "Yes" in the "Requires proof of payment to service provider" column, the applicant must pay the service provider within 35 days of the date on this letter (this time frame includes an additional 5 days for U.S. Treasury processing time) and must submit verification of their payments in the ECF Program Portal as soon as possible after paying their service providers. After 35 days from the date of this letter, USAC will reach out to collect verification of payment to the service provider with a verification reminder letter. Those that have already submitted all required payment verifications may ignore this reminder. Others that have not provided payment verifications will have 30 days from the verification reminder letter to submit payment verifications in the ECF Portal. Verification may include processed checks, bank statements with redacted information, credit card statements, ACH statements, or money orders.



Notice on Rules and Requirements

The receipt of financial support is contingent on compliance with all federal, statutory, regulatory, and procedural requirements of the ECF Program and the FCC's rules. This also includes the certifications under penalty of perjury contained in the funding application(s) and request for reimbursement(s). Funding recipients are subject to audits and other reviews that the Commission and other appropriate authorities may undertake to ensure that committed funds are being used in accordance with such requirements and for their intended purpose. Please see paragraphs 116-134 of the Commission's *Emergency Connectivity Fund Report and Order* for more information regarding the Program's documentation, certification, and audit requirements.

As referenced in paragraph 101 of the *Emergency Connectivity Fund Report and Order*, attached to this letter is the full text of Appendix A to 2 CFR Part 170, which provides additional information about the reporting requirements for reporting executive compensation (through <https://www.sam.gov>) and subaward activity (through <http://www.fars.gov>) under the Federal Funding Accountability and Transparency Act of 2006 as amended by the Digital Accountability and Transparency Act of 2014 (collectively the Transparency Act or FFATA/DATA Act) for award and subaward payments that equal or exceed \$30,000.

On behalf of the FCC, USAC may be required to reduce or cancel funding commitments that were not issued in accordance with these requirements, whether due to action or inaction of USAC, the applicant, or the service provider. The Commission and other appropriate authorities may pursue enforcement actions and other means of recourse to collect improperly disbursed funds.

Note: If at any time, the requested services are not initiated or provided to the applicant, or the applicant has otherwise stopped receiving the approved services, the applicant or service provider must notify USAC immediately so that the funding commitment is properly adjusted.

How to Appeal or Request a Waiver of a Decision

You can appeal or request a waiver of a decision in this letter **within 30 calendar days** of the date of this letter. Failure to meet this deadline will result in an automatic dismissal of your appeal or waiver request. **Please note that this is shorter than the deadline for submitting appeals and requests for waiver in the E-Rate Program.**

Note: The Federal Communications Commission (FCC) will not accept appeals of ECF Program decisions that have not first been appealed to USAC. However, if you are seeking a waiver of ECF Program rules, you must submit your request to the FCC and not to USAC. USAC is not able to waive the ECF Program rules.

- **To submit your appeal to USAC**, visit the Appeals section in the [ECF Portal](#) and provide the required information. USAC will reply to your appeal submissions to confirm receipt. Visit the ECF Program's [website](#) for additional information on submitting an appeal to USAC, including step-by-step instructions.
- **To request a waiver of the FCC's rules**, please submit it to the FCC in proceeding number WC Docket No. 21-93 using the [Electronic Comment Filing System](#) (ECFS). Include your contact information, a statement that your filing is a waiver request, identifying information, the FCC rule(s) for



BEN Name: WARREN COUNTY SCHOOL DISTRICT

Reimbursement Decision

Batch Number: 1

BEN: 126458

which you are seeking a waiver, a full description of the relevant facts that you believe support your waiver request and any related relief, and any supporting documentation.

For all appeals and waivers, be sure to keep a copy of your entire appeal or waiver document, including any correspondence and documentation, and provide a copy to the affected applicant or service provider(s).



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF 1
July 19, 2022	J-4	Destination Marketing Board Appointments	

EXPLANATION & SUMMARY:

The Joint Tourism Committee has reviewed applications for the proposed Destination Marketing (Tourism) Board that will oversee Discover Front Royal, Inc. (the 501C6 organization) when created by our Tourism consultant, JLL. At this time, the Committee has made recommendations to the Board of Supervisors and the Town Council as to who they would like appointed to this Board. The Board will consist of 5 voting members for a term of four years: 2 County representatives, 2 Town representatives, and 1 Joint County/Town representative. It will also consist of 4 non-voting members to include: 1 Board of Supervisors member, 1 Town Council member, 1 County staff member and 1 Town staff member.

The County has recently appointed Kerry Barnhart (County representative) and Jesse McClain (Joint County/Town representative). The Town has appointed Scott Turnmeyer (Town representative), Hannah MacKinnon (Town representative), and Jesse McClain (Joint County/Town representative). The County will need to appoint one more representative for equal representation. The Committee has recommended that Gillian Greenfield be appointed as the County's representative.

In addition, per the Joint Tourism Agreement with the Town, the Board of Supervisors shall designate one Board member and one County staff member to the Discover Front Royal Board as non-voting members. We propose to keep the same appointments as currently, which are Delores Oates as the BOS representative and Taryn Logan as the County staff representative.

PROPOSED OR SUGGESTED MOTION:

I move the Board of Supervisors appoint Gillian Greenfield as a County representative to the proposed Discover Front Royal Destination Marketing Board for a term of four years beginning July 1, 2022 and ending June 30, 2026. I further move the Board designate Delores Oates as the Board of Supervisors representative and Taryn Logan as the County staff representative to be non-voting members on the Destination Marketing Board.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER	PROCESSED BY:
Taryn Logan, <i>TGL</i> Deputy County Administrator	(DESCRIBE)	

CURRICULA VITAE



Gillian Joy Greenfield, CCIM

Principal Broker

Greenfield & Craun Commercial

Greenfield & Behr Residential

14 E. Piccadilly Street, Winchester, VA 22601

540-974-3927

Gillian.Greenfield@OakcrestCommercial.com

Gillian Joy Greenfield, is owner of Greenfield Companies and Principal Broker of Greenfield & Craun Commercial and Greenfield & Behr Residential. Prior to Greenfield Companies, Gillian was founding and Principal Broker of OakCrest Commercial. With an active brokers license in VA and WV, Greenfield has specialized in industrial leasing, commercial and industrial land development, portfolio disposition, and triple-net income property acquisition for over twenty years, successfully working with clients including Exxon Mobil, Chevron, Walgreens, CVS, Rite Aid, Wendy's/Arby's Group, Inc., 7 Eleven, Valley Health Systems, US Silica, Wyndham Hotel Group, FEMA, Yum! Brands, Wachovia, The Shockey Companies, Shentel, Richmond American Homes, K. Hovnanian Homes, and Dan Ryan Builders.

Prior to joining OakCrest Commercial Real Estate, Greenfield built the foundation of her commercial background with Coldwell Banker Commercial, quickly achieving sales awards such as Top Transaction Volume 2004-2006, National Gold Circle of Distinction 2003-2006, and finally earning #1 Commercial Sales in the state of Virginia 2006. Shortly thereafter Greenfield was asked to join Sperry Van Ness as an Associate Broker and Senior Investment Advisor, accomplishing additional sales recognition as a multiple top

producer 2007-2008 and finally recognized as #9 National Top Producer in 2009 by Sperry Van Ness corporate.

In 2010, Greenfield was asked to lead Oakcrest Commercial as a Principal Broker and continuing as an active agent, maintaining and growing her personal sales volume and client base. As Principal Broker, Greenfield grew the Oakcrest Commercial brand to surpass all competing firms within the region to quickly dominate the marketplace with over 65% of all listing and sales activity with her team of six full time associate brokers. By Year 2, under Greenfield's leadership, the company's GOI had quadrupled and by the 3rd year, this amount had doubled again; concurrently, OE dropped by 10%. By the time of her relocation to San Diego, her personal sales volume and the company's volume, continued to surpass annual sales goals and securely establish Oakcrest Commercial as the leading commercial real estate brokerage firm west of the Northern Virginia marketplace and along the I-81 corridor throughout Shenandoah Valley.

Greenfield has been routinely quoted in area newspapers including the Winchester Star, the Quadstate Business, Journal, the Northern Virginia Daily, and while brokering several commercial deals in Northern California, featured in the Santa Cruz Sentinel, Santa Cruz Weekly, and the Watsonville Register-Pajaronian.

Previously, Greenfield served as a Media Director for PowerWarner Communications, specializing in targeted multimedia promotions, integrating national co-op branding campaigns, and research and demographic market analysis. Her clients included Sprint, Trex, Melnor, Allegheny Power, Valley Health Systems, and National Fruit Company.

Active in the industry, Greenfield has been a Certified Commercial Investment Manager (CCIM) since 2009 and a member of the Winchester Rotary International, Blue Ridge Board of Realtors, and the Top of Virginia Builders Association. Despite her relocation, Greenfield continues to be involved with her regional Economic Development Commission and Industrial Development Authority.



GREENFIELD & CRAUN
COMMERCIAL

14 E. Piccadilly Street
Winchester, VA 22601
540-974-3927

Gillian.Greenfield@GreenfieldandCraun.com

GILLIAN GREENFIELD

OBJECTIVE A highly experienced, negotiating professional with 17+ years of commercial real estate activity with proven success in brokerage leadership, profit efficiency, client procurement, transaction closing, and associated industry due diligence, seeking a related commercial real estate position within the San Diego marketplace.

**PROFESSIONAL
ACHIEVEMENTS**

BROKERAGE LEADERSHIP

Started Greenfield & Craun Commercial and Greenfield & Behr Residential in 2017, achieving a listing portfolio exceeding \$20M and #2 in listing volume among commercial competitors within first 4 months and onboarding a sales team of five (5) licensed agents

Started Oakcrest Commercial in 2010, quadrupling company GOI within 1st year of management; managed a sales team of six (6) licensed agents

By 2nd year, established marketplace domination with 65% market share of all commercial transactions and listings within 40 mile radius

Consistently grew NOI over previous years goals by 25-50%

PERSONAL SALES VOLUME

@ Greenfield Companies: Manage 75% of total sales volume at company

Maintain listing book exceeding \$20M+ within first four (4) months

Tracking to average 400% ROI within 1st year of opening

@ Oakcrest Commercial: Generated 55% of total sales volume at company

Maintained listing book averaging \$30M+

Averaged \$15M in closed transactions annually

CLIENT LIST (PARTIAL)

Industrial: Norandex, TREX, Rubbermaid, National Fruit Company, US Silica

Retail: YUM! Brands, Exxon Mobil, CVS, Walgreens, Rite Aid, Five Guys

Multifamily: Richmond American, K. Hovnanian Homes, Dan Ryan

Hospitality: Marriott Group, Fairfield Inn, Wyndham, Hampton, Hilton Garden

Healthcare: Valley Health Systems, Healthcare Development Partners

SKILLS

Tenant/landlord rep, investment analysis, buyer/seller acquisition and disposition sales, land development/entitlement, infill development/repurposing;

Expert understanding of PSA/lease negotiations, law, document drafting/review/editing, and administration; including consulting services agreements, master services agreements, and non-disclosure agreements;

Expert understanding of tenant improvement construction/allowance formulas;
Expert understanding of Letters of Intent, listing agreements/addendums/amendments;
Expert working knowledge of CoStar, LoopNet and web search engines related to commercial real estate;
Expert understanding of 1031 exchange rules, including identifying qualified replacement properties;
Manage due diligence and escrow process for acquisitions;
Report on portfolio and asset performance, develop proformas, complex financial modeling, valuations, projections, and market/demographic/traffic research to identify strategic locations of new development opportunities; Maintain expertise with planning & development changes, civil engineering and zoning codes/building codes, ADA laws, SWM regulations, municipal signage laws, corridor enhancement/overlay/historical districts, parking and open space/landscape requirements;
Client representation/recommendation for hiring and administering 3rd party geotech and environmental reports, legal representation, settlement services, financing (conventional and private), civil engineering, property management, and construction management;
Company budget planning, goal setting, expense management and annual reconciliation; and
Expert understanding of commercial real estate asset classes and lease structures.

WORK HISTORY

PRINCIPAL BROKER, GREENFIELD & CRAUN + GREENFIELD & BEHR, WINCHESTER, VA

January 2017 - Current

ASSOCIATE BROKER, OAKCREST COMMERCIAL, WINCHESTER, VA

September 2016 - Current

PRINCIPAL BROKER, OAKCREST COMMERCIAL, WINCHESTER, VA

June 2010 - September 2016

ASSOCIATE BROKER, SPERRY VAN NESS, WINCHESTER, VA

2005 - 2010

ASSOCIATE BROKER, HIRSCH AND ASSOCIATES, SANTA CRUZ, CA

2009 - 2010

ASSOCIATE BROKER, COLDWELL BANKER COMMERCIAL, WINCHESTER, VA

2000 - 2005

EDUCATION

CERTIFIED COMMERCIAL INVESTMENT MANAGER DESIGNATION (CCIM)

JAMES MADISON UNIVERSITY (BBA)

Front Royal and County of Warren Destination Marketing Organization New

Candidate Questions

Thank you for your interest to serve on the new Board. To help us better understand your qualifications and interest in serving, please provide a written response to the following questions. It is our goal to have a Board Member recommendation for Town Council and County Board of Supervisors consideration. Please have your response completed and emailed to bethanie.derose@am.jll.com by Friday, April 22, 2022. We ask that your response be a maximum of four pages. Thank you.

Please submit a resume, bio or CV with this application.

1. Why are you interested in serving as a Board Member?

As a business and property owner in Warren County, I am vested to see the success of Warren County's economic growth through advances in business and job creation, advancements in infrastructure, and opportunities in tourism, which cumulatively result in the general improvement of quality of living for our business and residential communities.

2. Please explain how your professional experience has prepared you to serve on the Board?

As an active business owner, 6x entrepreneur, developer/owner/landlord of commercial real estate, and practitioner to multiple businesses for their commercial real estate needs, I've had 23 years of exposure to the challenges and success of all, resulting in the ability to fast-track effective SOPs to reach high-level goals and team success.

3. More specifically, what skills and abilities do you possess that would make you a great Board Member?

I can clearly and concisely communicate goals, identify action items to achieve goals, and can take responsibility to accomplish my assigned tasks to ensure said goals are accomplished.

4. How will you know if the Board and organization is successful?

Through the following steps, an organization will be successful. Deviation risks failure.

- 1) effective communication;*
- 2) cooperative goals identified;*
- 3) action items identified to reach goals;*
- 4) team members assigned specific action items;*
- 5) deadline for completion of all action items;*
- 6) ongoing reassessment of progress/keep accountability;*
- 7) deadlines met for team achievement;*
- 8) evaluation of outcome/evidence of measurable success; and*
- 9) refinement of previous goals/identification of new goals.*

5. Do you understand and accept the fiduciary role of Board Members if selected to serve? Please briefly articulate your understanding and commitment.

As a steward of the public trust, a board member must stay objective, unselfish, responsible, honest, trustworthy, and efficient, and always act for the good of the organization, rather than for the benefit of themselves or any one individual.

6. Do you have any conflicts that would make you ineligible to serve on the Board?

None that I'm aware of.

7. Is there any additional information you would like to share that may assist in selecting Board Members?

In addition to my background in sales, business ownership, and real estate, I've had considerable experience in strategic branding, effective marketing, and efficient campaigning.

8. Are you comfortable with the requirement that a Board Member must attend at least 75% of the meetings to be in good standing?

Yes.

9. What other characteristics or practices are important to you and exemplify good governance?

Effective, proactive individuals, creating measurable success for the greater good of the community and the advancement of Warren County's economic status and quality of life for its citizens.

Submitted by;

Gillian Joy Greenfield
14 E. Piccadilly Street
Winchester, VA 22601
540-974-3927
Gillian.greenfield@greenfieldcom.com



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE July 19, 2022	ITEM J-5	SUBJECT: Appointment(s) to the Osprey Lane Sanitary District Advisory Committee	PAGE 1 OF 1
<u>EXPLANATION & SUMMARY:</u> There is currently one existing vacancy on the Osprey Lane Sanitary District Advisory Committee (the "Committee") with another current member slated to step off the Committee in the coming month or so. The Committee is comprised of three members who each must be a resident of the Osprey Lane Sanitary District. At this time, staff is requesting that Chris Brannan and Denise Child be appointed to the Committee. <u>COST & FINANCING:</u> N/A <u>CONSENT AGENDA MOTION:</u> I move that the Board of Supervisors appoint Chris Brannan to fill the one (1) un-expiring vacancy on the Osprey Lane Sanitary District Advisory Committee and further appoint Denise Child to fill the upcoming un-expiring vacancy.			
SUBMITTED BY: Michael Coffelt, Sanitary District Manager	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)		PROCESSED BY:



DATE	ITEM	SUBJECT:	PAGE 1 OF
July 19, 2022	J-6	Resolution to Establish the Hardsurface Improvement Project Rating System Policy	
<u>EXPLANATION & SUMMARY:</u>			
At its regular meeting on June 7, 2022, the Board of Supervisors adopted and implemented the Hardsurface Improvement Policy and Rating System as presented. Attached is a proposed resolution, which will be forwarded to the Virginia Department of Transportation, to formalize the implementation of this Policy.			
<u>COST & FINANCING:</u> N/A			
<u>PROPOSED OR SUGGESTED MOTION:</u>			
I move that the Board of Supervisors adopt the proposed resolution to establish the Hardsurface Improvement Project Rating System Policy.			
SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)		PROCESSED BY:
Mike Berry, Public Works Director			

RESOLUTION



of the Board of Supervisors of Warren County to Establish a Hardsurface Improvement Project Rating System Policy

At a regular meeting of the Board of Supervisors of the County of Warren, Virginia held at the Warren County Government Center on July 19, 2022:

Present: Jerome K. Butler, Victoria L. Cook, Cheryl L. Cullers, Walter J. Mabe, Delores R. Oates

On motion by Mrs. Oates, seconded by Mrs. Cook, and carried:

WHEREAS, Section 33.2-331 of the Code of Virginia, as amended, provides the opportunity for each County to work with the Virginia Department of Transportation (VDOT) in developing a Secondary Six Year Road Plan, and

WHEREAS, there are limited funds allocated annually in Warren County for the improvement of non-hard surfaced roads, and

WHEREAS, VDOT suggested the Warren County Board of Supervisors develop a ranking system to prioritize the hard surfacing of roads, and

WHEREAS, the Warren County Board of Supervisors instructed County staff to work with VDOT to develop and recommend a ranking system for prioritizing which unpaved roads will be paved first in Warren County, and

WHEREAS, County staff, in collaboration with VDOT, presented recommended protocols for a ranking system to the Warren County Board of Supervisors, which was reviewed and approved at the regular meeting on June 7, 2022.

NOW, THEREFORE, BE IT RESOLVED, that the Warren County Board of Supervisors approves the implementation of the Hardsurface Improvement Project Rating System Policy, which is attached to this Resolution as Exhibit A (the "Policy"), beginning with the VDOT 2024 Secondary Six-Year Plan on July 1, 2023. The ranking criteria in the Policy will be reviewed and updated, if necessary, every two years.

Adopted: July 19, 2022

Deputy Clerk, Board of Supervisors
County of Warren, Virginia

HARDSURFACE IMPROVEMENT PROJECT RATING SYSTEM POLICY

Adopted by the Warren County Board of Supervisors on June 7, 2022.

The following procedures are intended to delineate the steps necessary for the application of this rating system policy. Adherence to these procedures will ensure consistency in the application of this rating system policy for existing and future hardsurface road improvement project requests. This policy shall be effective following the adoption of these procedures by the Board of Supervisors and shall only be altered through the same process. Information pertaining to the rating system application for each hardsurface road improvement project shall be maintained in the Warren County Planning Department.

The Board of Supervisors shall have the authority to revise the Hardsurface Road Improvement Projects section of the Warren County Secondary Road Improvement Plan subsequent to the application of the rating system to ensure the health, safety, and general welfare of the citizens of Warren County.

RATING SYSTEM REVIEW AGENCIES

Candidate projects shall be evaluated by Warren County, and the Virginia Department of Transportation (VDOT).

One rating sheet shall be prepared for each candidate project.

Staff from Warren County and VDOT shall coordinate to complete a rating sheet for each candidate project and submit the results to the designated Committee for review.

RATING SYSTEM APPLICATION METHODOLOGY

Candidate projects shall be rated utilizing the following information and methodology detailed on the scoring sheet for each category:

1. Average Daily Traffic Count – utilize the most recent traffic counts for each candidate project provided by the VDOT residency (seasonal activity to be included in calculation).
2. Occupied Structures – utilize the Warren County Planning Department addressing database and digital mapping system to determine the total number of occupied structures that have direct access to, or whose only means of ingress and egress from a private road is achieved by each candidate project.
3. Road Geometrics – County staff to perform review with VDOT Residency. (i.e., surface width, shoulder width, horizontal curvature)
4. Drainage
 - a. Good: Pipes are of adequate size and number. Water drains away from the roadway and creates no problem with surface maintenance. Ditches are of adequate size which produce no flooding within the roadway.
 - b. Fair: Pipes are of adequate size; however, additional pipes may be needed. Water drains away from the roadway with minimal maintenance problems. Drainage ditches are in good condition, require little maintenance, and produce no flooding within the roadway.
 - c. Poor: Pipes are not adequate in size or number. Ditch lines are inadequate and require extra maintenance water does not drain from the roadway effectively, creating maintenance problems and flooding.
5. Accident Data – obtain crash data from the VDOT Residency detailing the most recent accident data available.
6. School Bus Travel – utilize information reflecting current or proposed school bus travel routes for each candidate project provided by the Warren County Public Schools Transportation Supervisor.
7. Connectivity – evaluate the route options available, more specifically the number of connected roads and dead ends to promote a well-connected road network.

8. Time on Road Plan / Years Requested – utilize information from current and previously approved Warren County Secondary Road Improvement Plans to determine when candidate projects were incorporated (Time on Road Plan to be used as Tie Breaker if necessary).

RATING SYSTEM POINTS APPLICATION

Total points are determined for each category element. A cumulative total is obtained for each candidate project utilizing the total points derived from each category element.

If two or more candidate projects have the same cumulative point average, a tie-breaking system will be utilized. First priority will be given to the project that has been on the road plan longer. Following that each affected candidate project will be compared to the others starting with the category of greatest weight and working through the categories of lesser weights respectively until the tie is broken.

The cumulative point average for each candidate project shall be final. Any citizen request to alter the termini of a current candidate project and subsequent Board action will require a new rating sheet to be completed for the resulting segment(s). The resulting segment(s) will retain the “time on road plan” date of the previous segment.

HARDSURFACE ROAD IMPROVEMENT PLAN FORMAT

The Hardsurface Road Improvement Projects section of the Warren County Secondary Road Improvement Plan will reflect the candidate projects with the highest cumulative point total that can be incorporated into the VDOT Six-Year Improvement Program based on available funding. This information will be provided to Warren County by the VDOT Residency.

All remaining candidate projects will be placed on an Unscheduled Hardsurface Improvement Projects list which will be incorporated within the Warren County Secondary Road Improvement Plan. Candidate projects incorporated into this section of the plan will be ranked from the highest cumulative point total to the lowest cumulative point total.

VDOT will advise Warren County when funding is available for the inclusion of new candidate projects within the Hardsurface Road Improvement Projects section of the Warren County Secondary Road Improvement Plan. All candidate projects placed on the Unscheduled Hardsurface Improvement Projects list, as well as newly requested candidate projects, will be reviewed by the procedure detailed above to determine current conditions. Appropriate ranking for all candidate projects will be determined at that time and placed accordingly. New project requests and supporting materials must be received by Warren County by January 1st, of the plan update year, to be included in the next plan update.

NEW PROJECT REQUESTS

New project requests and supporting materials must be received by Warren County by January 1st, of the plan update year, to be included in the next plan update.

A written request must be provided to Warren County which describes the location of the candidate project, the origin and terminus of the segment, and a petition signed by at least 51% of all property owners fronting on the proposed segment.

The Designated Transportation Committee shall recommend new project requests which meet these criteria after determining that the candidate project includes a segment of a state route that has a rational origin and terminus. The Transportation Committee shall have the authority to adjust the project origin and terminus to create a more rational segment at their discretion.

PROJECT REMOVAL

Road Improvements projects shall be removed from the plan once VDOT has notified Warren County that the project has been completed.

The Board of Supervisors may remove projects from the plan if VDOT has provided notification that right-of-way efforts have been ceased.



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT	PAGE 1 OF
July 19, 2022	J-7	Resolution Approving the Issuance of Debt by the Winchester Regional Airport Authority	
<u>EXPLANATION & SUMMARY:</u> The Winchester Regional Airport Authority is requesting approval of the attached resolution for the submission of an application to the United States Department of Agriculture ("USDA") Rural Development Loan Program requesting its participation in the issuance of bonds by the Authority in an amount not to exceed \$5,000,000 for financing, including the refund of any interim financing, as applicable, to fund the construction of a replacement airport terminal building at the Winchester Regional Airport. In accordance with Section 7.17(b) of the Winchester Regional Airport Authority Act 1987 Session, Virginia Acts of Assembly, Chapter 687 and in accordance with Chapter 3, Title 5.1, et. seq., Code of Virginia 1950 as amended (the "Act"), the consent of each of the participating political subdivisions is required for any issuance of debt by the Authority if the total debt shall exceed \$500,000.00, and the participating political subdivisions consist of the City of Winchester, and the Counties of Warren, Warren, Shenandoah, and Warren (collectively, the "Member Jurisdictions"); such consent is being requested prior to issuance of the Bonds by the Authority. <u>COST & FINANCING:</u> \$5,000,000 – Such funds to repaid by the Authority. The resolution includes language that "Under no circumstances shall the payment of debt service on the Bonds constitute general obligation indebtedness or a pledge or the full faith and credit taxing power of any of the Member Jurisdictions (including Warren County)." <u>PROPOSED OR SUGGESTED MOTION:</u> I move that the Board of Supervisors adopt the proposed Resolution approving issuance of bonds for the financing necessary for the Winchester Regional Airport Authority to fund the construction of a replacement airport terminal building at the Winchester Regional Airport as outlined at a cost not to exceed \$5,000,000. OR I move that the Board of Supervisors postpone any action on this request until the next work session for further discussion.			
SUBMITTED BY: Ed Daley, County Administrator	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)		PROCESSED BY:



**RESOLUTION OF THE BOARD OF SUPERVISORS OF
WARREN COUNTY, VIRGINIA, APPROVING THE ISSUANCE OF
DEBT BY THE WINCHESTER REGIONAL AIRPORT AUTHORITY**

WHEREAS, the Board of Directors (the “Board”) of the Winchester Regional Airport Authority (the “Authority”) has authorized submission of an application to the United States Department of Agriculture (“USDA”) Rural Development Loan Program requesting its participation in the issuance of bonds by the Authority in an amount not to exceed \$5,000,000.00 (the “Bonds”) for financing, including the refund of any interim financing, as applicable, to fund the construction of a replacement airport terminal building at the Winchester Regional Airport (the “Project”).

WHEREAS, in accordance with Section 7.17(b) of the Winchester Regional Airport Authority Act 1987 Session, Virginia Acts of Assembly, Chapter 687 and in accordance with Chapter 3, Title 5.1, et. seq., Code of Virginia 1950 as amended (the “Act”), the consent of each of the participating political subdivisions is required for any issuance of debt by the Authority if the total debt shall exceed \$500,000.00, and the participating political subdivisions consist of the City of Winchester, and the Counties of Warren, Warren, Shenandoah, and Warren (collectively, the “Member Jurisdictions”); such consent is being requested prior to issuance of the Bonds by the Authority.

WHEREAS, in no event shall the total amount borrowed by the Authority to support the Project exceed the sum of \$5,000,000.00.

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Supervisors of Warren County hereby consents to the issuance of the Bonds by the Authority for the purpose of financing the Project.
2. Under no circumstances shall the payment of debt service on the Bonds constitute general obligation indebtedness or a pledge or the full faith and credit taxing power of any of the Member Jurisdictions.
3. This resolution shall take effect immediately.

Adopted this ____ day of July 2022 by the following recorded vote:

MEMBER	VOTE
Cheryl L. Cullers, Chair	
Delores R. Oates, Vice Chair	
Jerome K. Butler	
Victoria L. Cook	
Walter J. Mabe	

* * *

WITNESS MY HAND and the seal of the Board of Supervisors of Warren County, Virginia,
this ____ day of _____ 2022.

(SEAL)

Clerk, Board of Supervisors
County of Warren, Virginia



WINCHESTER REGIONAL AIRPORT

491 AIRPORT ROAD
WINCHESTER, VIRGINIA 22602
(540) 662-5786

July 14, 2022

Warren County Board of Supervisors
220 North Commerce Avenue Suite 100
Front Royal, Virginia 22630

Subject: Resolution Approving the Issuance of Debt by the Winchester Regional Airport Authority

Warren County Board of Supervisors:

The Winchester Regional Airport Authority is undertaking an exciting generational project; replacement of the main terminal building at the Winchester Regional Airport (the "Project"). The Project will help the Authority comply with Federal Aviation Administration (FAA) airport design criteria, replace aging infrastructure, enhance the capability of the terminal facility, and position the airport to meet the aviation needs of the region for decades to come.

From the beginning of the Project, a guiding principle has been to develop a responsible financing strategy that supported the Authority's long term goal of becoming as self-sustainable as possible. Therefore, a multi-pronged approach has been adopted that includes grants and debt (see enclosed spreadsheet). At its regularly scheduled business meeting on February 10, 2022, the Authority Board of Directors authorized the Executive Director to submit an application to the USDA Rural Development Loan Program for debt up to \$5,000,000 to help finance the Project.

In accordance with the Winchester Regional Airport Authority Act of 1987, each supporting locality must adopt a resolution to approve any debt in excess of \$500,000. On behalf of the Winchester Regional Airport Authority, we humbly request approval of the resolution authorizing the debt from the USDA Rural Development Program. *Under no circumstances shall the payment of debt service constitute general obligation indebtedness or a pledge or the full faith and credit taxing power of Warren County.*

If you have any questions concerning this matter, please contact my office at 540-662-5786.

Sincerely,

A handwritten signature in black ink, appearing to read "Nick Sabo", written over a horizontal line.

Nick Sabo, A.A.E.
Executive Director

Enclosure

PROJECT COST SUMMARY

DATE: July 13, 2022

AIRPORT TERMINAL PROJECT						
LINE	CLASSIFICATION	COST	PERCENTAGE		BUDGET	
			DOAV	LOCAL	DOAV	LOCAL
a.	OWNER ADMINISTRATION					
	Administrative Fees	\$30,000	38%	62%	\$11,400	\$18,600
	Bond Counsel + Legal Fees	\$50,000	0%	100%	\$0	\$50,000
	Subtotal:	\$80,000				
b.	CONSTRUCTION					
	Low Bid Amount*	\$10,211,900	38%	62%	\$3,880,522	\$6,331,378
	Subtotal:	\$10,211,900				
c.	PROJECT MANAGEMENT					
	USDA Bid Requirements Fees	\$31,176	0%	100%	\$0	\$31,176
	AECOM Construction Administration Services	\$787,641	38%	62%	\$299,304	\$488,337
	Subtotal:	\$818,817				
d.	PROJECT CONTINGENCY					
	3% Allowance	\$306,357	0%	100%	\$0	\$306,357
	Subtotal:	\$306,357				
	TOTAL:	\$11,417,074			\$4,191,226	\$7,225,848

*Subject to final review and acceptance

LOCAL REVENUE SOURCES	
EDA Incentive	\$5,000,000
USDA Debt	\$2,225,848
TOTAL:	\$7,225,848



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF
July 19, 2022	J-8	CivicPlus Agenda Management System CivicClerk	

EXPLANATION & SUMMARY:

The Finance and Purchasing Department received a request from the Deputy Clerk of the Board to review the purchase of an electronic agenda management system. This purchase has been reviewed by the Technology Board, a committee made up of one Board member, one member of the Finance & Purchasing department, and the Technology Director. The Technology Board determined this purchase was justified and recommended it for discussion at the July 12th Work Session.

The Deputy Clerk of the Board prints and prepares a total of six agenda packets for three members of the Board, the Public, the Press, and one for the public record. This time-consuming task can take upwards of four hours, reams of paper, and printer ink. A rough estimate for time and materials is around \$10,500.00 per year for both Regular Meetings and Work Sessions.

To increase public engagement, track workflow in the agenda-building process, and reduce staff time and materials cost, the Deputy Clerk proposed three products; CivicPlus, Granicus, and Swag It. Staff recommends the purchase of CivicClerk from CivicPlus for a year one purchase price of \$7,110.00, year two maintenance service price of \$4,578.00, and adding five percent with each subsequent annual maintenance.

COST & FINANCING:

Funding for this purchase in the amount of \$7,110.00 is available in the Capital Asset Replacement Program 4-60-12060-7004 Technology Board. Subsequent annual maintenance service costs will be requested through the budget review process.

PROPOSED OR SUGGESTED MOTION:

I move the Board of Supervisors approve the purchase of an agenda management system titled CivicClerk from CivicPlus for Seven Thousand One Hundred- and Eleven-Dollars. I further move the Board authorize the Chair and County Administrator, either of whom may act, to execute all necessary documents that have been approved by the County Attorney or the Assistant County Attorney.

OR

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

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER	PROCESSED BY:
Alisa Scott, Deputy Finance Director	(DESCRIBE)	
Emily Ciarrocchi, Deputy Clerk		

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-24095-1

Date:

4/4/2022 10:21 AM

Expires On:

8/1/2022

Product:

CivicClerk

Client:

Warren County VA - CivicClerk

Bill To:

Warren County VA - CivicClerk

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Chris McCann	x	chris.mccann@civicplus.com		Net 30

CivicClerk - Statement of Work

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	CivicClerk Annual Fee	CivicClerk Annual Fee - Agenda and Minutes Management	Renewable	USD 4,360.00
1.00	CivicClerk Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable	USD -1,090.00
1.00	CivicClerk Premium Implementation Package	Premium Implementation Package – Up to # of Boards		USD 0.00
1.00	CivicClerk Premium Configuration	CivicClerk Premium Configuration	One-time	USD 2,220.00
1.00	CivicClerk Custom Template Design	CivicClerk Custom Template Set - includes 2 Agenda templates, 1 Item Report template, 1 Minutes template, 1 Agenda Script template	One-time	USD 420.00
2.00	CivicClerk Consulting (1h, virtual)	1 hour Virtual Consulting	One-time	USD 480.00
1.00	CivicClerk Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	One-time	USD 720.00
1.00	CivicClerk Historical File Import (up to 7,500 files – PDF / MP3 / MP4)	CivicClerk Historical File Import (up to 7,500 files – PDF / MP3 / MP4)	One-time	USD 0.00

List Price - Year 1 Total	USD 10,825.00
Total Investment - Year 1	USD 7,110.00
Annual Recurring Services - Year 2	USD 4,578.00

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby attached as the CivicClerk Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.
2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Total Investment - Year 1 will be invoiced at signing of this SOW. Client will pay all invoices within 30 days of the date of invoice.
4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 2 of service.
5. Client shall have sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Client shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's Intellectual Property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.
6. The scope of the initial implementation services to be delivered by CivicPlus are as listed above. Client is responsible for providing all information required for the configuration of the services in accordance with the scope and project timeline.
7. Upon Go-Live, any unused implementation services (ie: board configuration) will expire. Any configuration of additional boards by CivicPlus after Go-Live may incur additional one-time charges based on the scope of the desired configuration, design, and training services.
8. Completion of implementation services will be determined by Go Live status. The parties agree to cooperate in a timely manner to complete all implementation tasks and deliverables in order to obtain Go-Live status of the services. CivicPlus will make reasonable efforts to confirm Go Live status with the Client, but reserves the right to deem Client's use of the services in the intended course of business as Go Live. "Go-Live" is defined as the Client's use of the services implemented by CivicPlus under this SOW for the intended purpose and with the intended audience.

Signature Page to follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization

URL

Street Address

Address 2

City

State

Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for
ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

State

Postal Code

Tax ID #

Sales Tax Exempt #

Billing Terms

Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [] or N []

Please list all external sources: _____

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax



CivicPlus

Master Services Agreement

This Master Services Agreement (this “Agreement”) governs all Statements of Work (“SOW”) entered into by and between CivicPlus, LLC (“CivicPlus”) and the client entity identified on the SOW (“Client”). This Agreement governs the use and provision of any Services purchased by Client, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW (“Effective Date”). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution or codification services by CivicPlus for Client. CivicPlus and Client referred to herein individually as “Party” and jointly as “Parties”.

Recitals

- I. WHEREAS**, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content management software solutions, platforms and associated services (the “Services”); and
- II. WHEREAS**, Client wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;
- NOW, THEREFORE**, Client and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Client, or Services are being provided by CivicPlus to Client, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the “Term”). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Client account remaining past due for longer than 90 days is a material breach by Client and is grounds for CivicPlus termination.
2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Client shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed under outstanding invoices or future planned billing for the completed development and implementation of the Client’s Services, as defined in the SOW (“Project Development”), shall immediately become due in full and payable. Sections 7, 8, 10, 14, 15, 18, 29-31, 39, and 40 will survive any expiration or termination of this Agreement.
3. At any time during the Term, CivicPlus may, immediately upon notice to Client, suspend access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Client will pay the amounts owed to CivicPlus for the Project Development, subscription and licensing, and annual hosting, support and maintenance services (“Annual Recurring Services”) in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW’s contact sheet that is

required to be filled out and submitted by Client (the "Contact Sheet"). Client shall provide accurate, current and complete information of Client's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Client will maintain and promptly update the Contact Sheet information if it should change. Upon Client's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Client's account exceeds 60 days past due, support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Recurring Services will be discontinued, and the Client will no longer have access to the Services until the Client's account is made current. Client will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of services during Project Development, if a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Client does not show up for scheduled meetings or trainings), Client agrees to reimburse CivicPlus for such fees, not to exceed \$1,000 per CivicPlus employee. CivicPlus shall notify Client prior to incurring such expenses and shall only incur those expenses which are approved by Client.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Client will own the website graphic designs, webpage or Services content, module content, importable/exportable data, and archived information ("Client Content") created by CivicPlus on behalf of Client pursuant to this Agreement. "Client Content" also includes any elements of text, graphics, images, photos, designs, artworks, logos, trademarks, services marks, and other materials or content which Client provides or inputs into any website, software or module in connection with any Services. Client Content excludes any content in the public domain; and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Client will assume full responsibility for Client Content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Content. Client hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Client Content as necessary to provide the Services. Client represents and warrants that Client owns all Client Content or that Client has permission from the rightful owner to use each of the elements of Client Content; and that Client has all rights necessary for CivicPlus to use the Client Content in connection with providing the Services.

9. At any time during the term of the applicable SOW, Client will have the ability to download the Client Content and export the Client data through the Services. Client may request CivicPlus to perform the export of Client data and provide the Client data to Client in a commonly used format at any time, for a fee to be quoted at time of request and approved by Client. Upon termination of the applicable SOW for any reason, whether or not Client has retrieved or requested the Client data, CivicPlus reserves the right to permanently and definitively delete the Client Content and Client data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Client will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Client Content. Client shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus

Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Client, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; or (v) access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Client complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Client a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Client and its Users are granted a limited license to access Documentation as needed. Client shall not copy, download, distribute, or make derivatives of the Documentation.

13. Client acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Client ongoing innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Client at no additional charge. In the event that CivicPlus creates new products or enhancements to the Services ("New Services"), and Client desires these New Services, then Client will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. If Client disputes any change, then CivicPlus shall use its reasonable best efforts to resolve the dispute.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Client to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Client hereunder constitute, collectively, the "Feedback"). Client hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. Unless prohibited by the law of Client's state, the Parties shall defend, indemnify and hold the other Party, its partners, employees, and agents harmless from and against any and all third party lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses, including attorney's fees, of any kind, without limitation, arising out of the negligent actions and omissions, or intentionally malicious actions or omissions of the indemnifying Party or its affiliates, partners, employees, and agents, directly associated with this Agreement and the installation and ongoing operations of Services contemplated by the SOW. This section shall not apply to the extent that any lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses is caused by the negligence or willful misconduct on the part of the indemnified Party.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Client.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf. During Project Development, Client will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-user's personal data on any Service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users'

personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of personal data.

19. Client is responsible for all activity that occurs under Client's accounts by or on behalf of Client. Client agrees to (a) be solely responsible for all designated and authorized individuals chosen by Client ("User") activity, which must be in accordance with this Agreement and the CivicPlus [Terms of Use](#); (b) be solely responsible for Client data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Client will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; and (e) use the Services only in accordance with applicable laws and regulations.

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Client has selected to integrate any of its Services with.

22. If implementation services, such as consulting or training, are purchased by Client and are not used solely due to the inaction or unresponsiveness of Client during the implementation period, then these services shall expire within 30 days after implementation closeout. The Client may choose to re-schedule any unused implementation services during this 30 day period as mutually agreed upon by the Parties. Any implementation services that have not been used or rescheduled shall be marked complete and closed upon the expiration of the 30 day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its [Privacy Policy](#). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Client data. Except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as expressly permitted in writing by Client; or (d) in compliance with our [Privacy Policy](#), CivicPlus will not modify Client data or disclose Client data, unless specifically directed by Client or compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete known malicious accounts without Client authorization.

24. Client acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Client data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Client's data.

25. CivicPlus may offer Client the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Client. In connection with any such third-party application agreed to by Client, Client acknowledges and agrees that CivicPlus may allow the third-party providers access to Client data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Client to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Client's use of such third-party application.

26. In the event of a security breach at the sole fault of the negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply with all remediation efforts as required by applicable federal and state law.

CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week. Client will have 24/7 access to the online

CivicPlus Help Center ([civicplus.help](https://www.civicplus.help/hc/en-us/requests/new)) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Client delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Client will have 24/7 access to the online CivicPlus Help Center ([civicplus.help](https://www.civicplus.help/hc/en-us/requests/new)) to obtain each product's support hours, review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>). After-hours support is available by toll-free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Client at the time of the request and will be subject to Client acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, Client will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

31. Client hereby authorizes CivicPlus to use Client's name and logo on CivicPlus's website and in sales and marketing presentations. Such authorization may be withdrawn by Client at any time for any reason or no reason at all upon written notice to CivicPlus. Client may publicly refer to itself as a customer of the CivicPlus Services, including on Client's website and in sales presentations. Notwithstanding the foregoing, Each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purpose set forth in this §28. In no event will either party issue a press release publicly announcing this relationship without the approval of the other party, such approval not to be unreasonably withheld.

Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the Annual Recurring Services amounts paid by Client in the year prior to such claim of liability.

33. In no event will CivicPlus be liable to Client for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

34. The liabilities limited by Section 29 and 30 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Client is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Client's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance

of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Client that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third party service, web hosting service, or server not authorized by CivicPlus.

37. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CLIENT AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

40. The amounts owed for the Services exclude, and Client will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Client under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Client agrees to pay for all resulting fines, penalties and expenses.

Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Client purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement .

Interlocal Purchasing Consent/ Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Client's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

Miscellaneous Provisions

44. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word “including” means “including but not limited to.”

46. The Parties will use reasonable efforts to resolve any dispute between them in good faith prior to initiating legal action.

47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification of third party verification will not in any way affect the enforceability of the Parties’ electronic signature or any resulting agreement between CivicPlus and Client.

48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Client with written notice describing such change via email or through its website. Client’s continued use of the Services following such updates constitutes Client’s acceptance of the same. In the event Client rejects the update to the terms herein, Client must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.



CIVICCLERK®

Agenda Management System Premium Implementation

civicplus.com | 302 South 4th Street, Suite 500 | Manhattan, KS 66502 | 888.228.2233

 **CIVICPLUS®**

PS-04062022



Company Overview



At CivicPlus, we have one goal: to empower the public sector to accomplish impactful initiatives using innovative solutions that save them time while connecting them to the residents they serve. We began in 1998 when our founder, Ward Morgan, decided to focus on helping local governments work better and engage their residents through their web environment. CivicPlus continues to implement new technologies and services to maintain the highest standards of excellence and efficiency for our customers, including solutions for website design and hosting, parks and recreation management, emergency and mass communications, agenda and meeting management, talent management, 311 and citizen relationship management, codification, and licensing and permits.

Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government web technology. We consider it a privilege to partner with municipal leaders and provide them with solutions that will serve their needs today and well into the future.

CivicClerk, a CivicPlus company, delivers years of experience in agenda and meeting management software as a service technology that has been designed specifically to meet the needs of municipalities and their staff and officials.

Primary Office

302 S. 4th Street, Suite 500
Manhattan, KS 66502

Toll Free: 888.228.2233 | Fax: 785.587.8951

7,500 +

local government customers across
the United States and Canada

20 +

years of experience with a focus to
help local governments

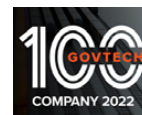
550 +

employees, many with experience
in local government

Recognition



11-time Inc.
5000 Honoree



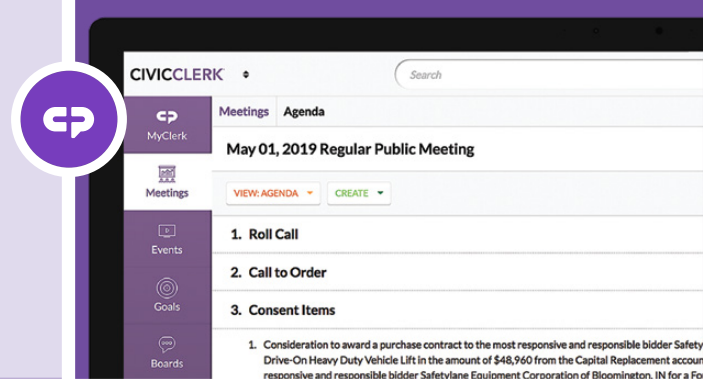
govtech.com/100

Technical Support



Recognized with
multiple, global
Stevie® Awards
for sales and
customer service
excellence

Why CivicClerk?



Clerks & Agenda Administrators

As the primary point of contact and documentation facilitator, clerks benefit from time-saving process automation without having to sacrifice control.

- Custom configurations based on business processes
- Total visibility into the agenda, meeting, and video content from one system
- Assign tasks to stakeholders
- Access to ongoing product education and industry-specific webinars, blog posts, and newsletters

Elected & Appointed Officials

Elected leaders benefit from a reliable and accessible interactive tool to prepare for and participate in public meetings.

- Secure, individual access to meeting materials with full-text search
- Pre- and during meeting annotation and note-taking functionality
- Device agnostic
- Electronic voting (additional fees apply)

Agenda Contributors

Item Submitters benefit from an easy-to-use interface that makes it faster to collaborate on agendas.

- Pre-formatted staff reports
- Versioning control
- A dashboard display for a quick review of outstanding task assignments
- In-application support

Managers & Administrators

As approvers, department managers and community administrators benefit from accessible collaboration tools and visibility into staff work.

- A user-friendly, intuitive system for all staff members
- Automated workflows
- Versioning control
- Customizable reporting

Information Technology Leaders

Internal IT stakeholders benefit from peace-of-mind and the near-elimination of system questions and complaints.

- Secure, cloud-based hosting
- Unlimited users and storage
- Automatic upgrades
- Built-in integrations with Dropbox, Microsoft's One Drive and Google Drive, and API availability
- 24/7/365 U.S.-based support

Residents

Members of your community benefit from transparency and accessibility to public meeting content.

- PDF downloads of agendas, packets, minutes, notices, and other documents
- Dedicated citizen portal with email subscriptions and full-text search
- Side-by-side agenda and video display using CivicPlus Media (additional fees apply)
- Accessibility portal designed to WCAG 2.0 A and AA standards

AGENDA & MEETING MANAGEMENT

CivicClerk is a comprehensive, collaboration tool to help aggregate information, reports, approvals, and notes in a single, transparent, cloud-based repository. CivicClerk brings teams together, fosters dialogue, and expedites reviews and approvals, offering the critical functionality needed by every stakeholder at their crucial point in the review and approval process.



Meeting Preparation and Item Submission

- Create agenda items and draft staff reports
- Upload attachments
- Submit for approval



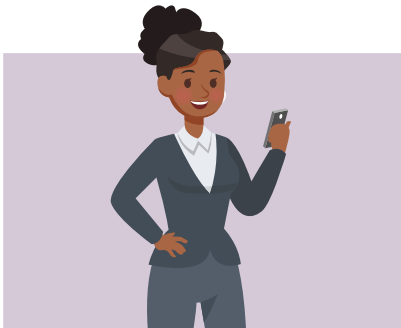
Review and Approval from Collaborators

- Receive, review, and revise agenda items
- Assign tasks with due dates
- Visually track item status



Agenda Generation and Publication

- Publish to web and send to board members and subscribed residents
- Easy last-minute additions and agenda revisions



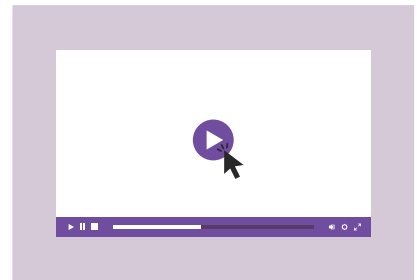
Meeting Participant Preparation

- Board members and residents view agenda and meeting packet on any device
- Board members create annotations
- Available accessibility portal designed to meet WCAG 2.0 A and AA requirements



Meeting Day

- Add and call speakers and run speaker timer
- Capture motions, votes, comments, and discussion from the meeting
- Create video bookmarks using CivicPlus Media (if applicable)



Post-Meeting

- Make any necessary revisions to meeting actions and discussion recorded during the meeting
- Generate and distribute or publish draft and final meeting minutes
- Use preformatted text snippets to populate your minutes document



Features & Functionality



CivicClerk is the fastest, most intuitive way to streamline the entire agenda management process — from creating agenda items to managing live meetings. It provides time-saving automation while allowing clerks to balance these conveniences with manual controls and overrides. Internal collaboration with CivicClerk is easy with customized workflows, version tracking, and built-in communication tools.

Our innovators designed CivicClerk to offer configuration flexibility so that the system can be scaled from the most simple agenda process to the most complex. Built-in integrations and a suite of APIs make working with other internal applications easy. CivicClerk's user-defined roadmap ensures that the product will continue to grow and adapt as transparency requirements and compliance expectations change.

Fully Integrated, Cloud-Based Software Suite

- User-friendly, modern interface
- Unlimited users
- Unlimited storage
- Highly configurable to your agenda and meeting management processes
- Adaptable permission settings
- Confidential attachments
- Field-level versioning
- Built-in integrations with Dropbox, Microsoft's One Drive and Google Drive and API availability
- Single sign-on through the CivicPlus Platform
- Secure Cloud-Based Hosting
- Automatic Updates
- Customer-Defined Roadmap
- Enhanced Analytics for Data Visibility

Part of the Integrated CivicPlus Platform

Our powerful CivicPlus Platform is the foundation on which all our CivicPlus solutions are built, allowing them to work seamlessly and securely, leveraging existing data, and reducing information silos so your administrative staff can collaborate efficiently. Administrators can take advantage of authentication using our identity provider integrations to provide a single sign-on experience for internal users. The entire system is cloud-based, eliminating the need for internal application management. CivicClerk is hosted in Microsoft's Azure cloud service, providing a stable multi-user environment while ensuring high availability and uptime.

Agenda Management

Flexible, Customized Templates

Standardized templates throughout the system provide consistency and clarity to agendas, packets, staff reports, and minutes.

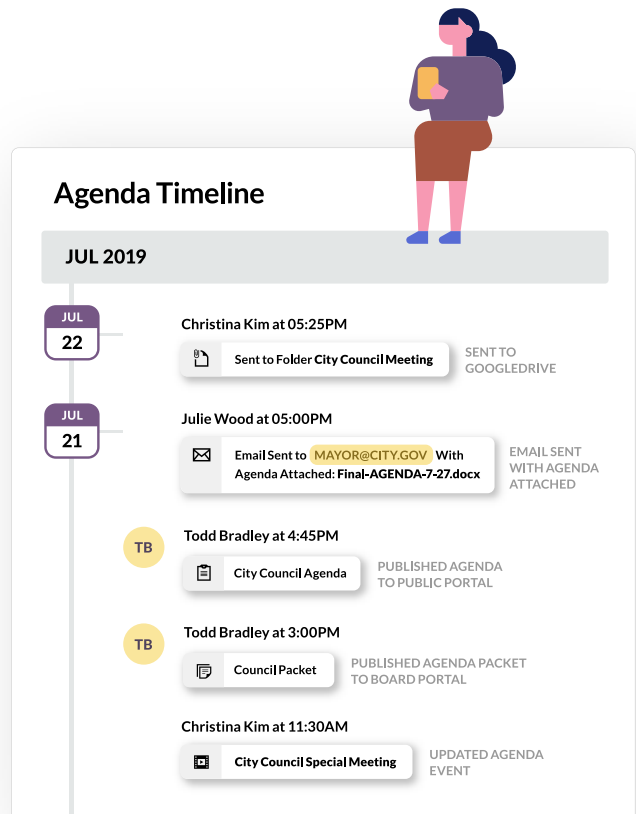
Efficiently Manage Agenda Packets of Any Size

CivicClerk compiles your items and all the legislation, memorandums, or supporting documentation into a bookmarked PDF packet quickly and easily, no matter the size of the packet. Create multiple packet versions instantly to include or exclude specific attachments for your different internal and external users. Last-minute changes to the agenda or packet can be made and published with minimal effort.

Administrators choose what they publish to the public, internal users, and elected or appointed officials and when the information goes out. Automated email notifications can be enabled so all users, both internal and external, know when the meeting documents are published.

Convenient, Anytime Agenda Modifications

Changes to the agenda can be made at any time by administrators without affecting global configurations or settings. Drag-and-drop reordering allows you to move items and automatically rennumbers everything on the agenda. One-touch copy and move functions enable you to duplicate or move agenda items from meeting to meeting, eliminating the need for duplicate data entry.



Create Agenda Items in Seconds

CivicClerk's easy-to-use item entry allows staff members to enter agenda items, upload attachments, and send through the workflow with a few clicks. Configurable field types and our embedded text editor ensure that you are capturing all the information needed for CivicClerk to generate staff reports. Automated PDF file conversion and built-in integrations with Microsoft's OneDrive and Google Drive simplify the inclusion of supporting documentation and attachments.

Automate Your Approvals Process

The workflow engine in CivicClerk streamlines the routing of your agenda items, automates notifications, and gives full transparency to collaborators as it passes through the approval process. As contributors change items, the system tracks revisions, keeping them visible within the item fields and on the item timeline. In-app messaging and task assignments keep everyone in the loop and agenda prep moving forward.

Item Fields



INFORMATION

Item Title
Ordinance No. 1234: An Ordinance to Amend the Zoning Code

VERSION HISTORY 1

Short Name
Ord. 1234- Zoning Code Changes

Item ID
2019-608

Custom Tags to Group Like Agenda Items

CivicClerk allows administrators to set up tags that can be used by staff when creating their agenda items for improved searching and reporting. Associate like content with pre-defined tags relevant to your community.

Agenda Management Features

- Custom-developed agenda and staff report templates
- Bulk and single item actions to easily copy, move, and initiate agenda items
- Pre-formatted text snippets to save time and provide consistency
- Flexible workflow and approvals engine with visual progress indicators
- Automated PDF file conversion
- In-app messaging
- Task assignment
- Full-text search functionality
- Tags to link together like agenda items for greater visibility and enhanced searching capability

Meeting Management

Automated Minutes Setup

CivicClerk's fully integrated Minutes module will automatically migrate all your agenda content. No manual pre-meeting minutes setup or agenda import is required. Move from the meeting agenda to the Live Meeting Manager module with a single click.

Keep Up with the Meeting Action

Meetings move fast. CivicClerk's cloud-based platform allows you to move quickly through your agenda items, recording official actions and discussion, without having to wait for the system to catch up. The clean, intuitive interface gives single-screen access to all your meeting controls.

Speaker Manager

Speakers can be added to the discussion at any time during the live meeting, while the built-in speaker timer helps keep meetings running efficiently.

Easy, Intuitive Minutes-Taking

While in your live meeting, use the Minutes module to capture critical meeting actions from a single screen with a clean and intuitive user interface. Take roll and manage attendance, record motions and votes, enter speaker information, and record comments or discussion to be brought into your minutes document.

Minutes Module Features

- No prep work required – agenda content automatically pulls over into the Minutes module
- Single screen access to all meeting controls
- Record comments and discussion, roll call, motions and votes, speakers
- Bulk copy available to quickly apply motions and the associated votes to multiple agenda items
- Choice of pre-configured or custom-developed minutes templates
- Pre-formatted text snippets to save time formatting and entering data
- Integrated board portal with electronic voting (if applicable)
- In-chamber display pages show a welcome screen, current item name, current speaker with countdown timer, motion made on the item, vote count recorded for the item (if applicable)
- Integrated video bookmarking with CivicPlus Media live streaming and on-demand video service (if applicable)
- Multiple concurrent video streams with CivicPlus Media (if applicable)
- Integrated live and on-demand closed captioning services with optional CivicPlus Media (if applicable)

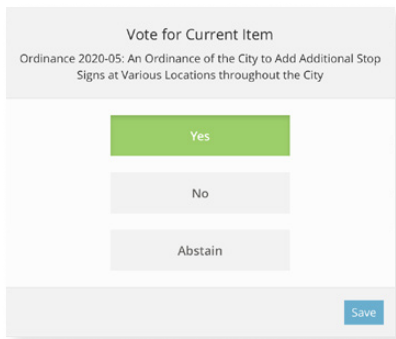
Board Portal

Flexible Access

Your officials can choose how to access meeting content—helping them work better, faster. Efficiently deliver packets of any size by paper, email, Dropbox, OneDrive, Google Drive, or post to the Board Portal. CivicClerk is optimized for all devices, including desktops, laptops, tablets, and smartphones. No separate application required.

A Personal Meeting Repository

Give officials a personal, secure location to review and take notes on all meeting content, including agendas, supporting documents, minutes, and media.

A screenshot of a mobile application interface for voting. At the top, it says "Vote for Current Item" followed by "Ordinance 2020-05: An Ordinance of the City to Add Additional Stop Signs at Various Locations throughout the City". Below this are three large buttons: "Yes" (green), "No" (grey), and "Abstain" (grey). At the bottom right is a blue "Save" button.

Interactive Meeting Tool

During live meetings, the Board Portal integrates with Live Meeting Manager to allow officials to refer to their review notes and annotations, capture notes within a dedicated field, receive visual cues as the agenda progresses from item to item, see speaker information instantly, and enter electronic votes (additional fees apply for electronic voting). Chair View can also be enabled to allow the meeting presider to call speakers and advance agenda items.

Find What You Need– Faster

CivicClerk automatically indexes published meeting content with Board Portal search functionality, so it is easy for officials to find information quickly. Our full-text search tool empowers officials to locate past items, attachments, minutes, and agendas by searching a keyword, date range, and more. An item summary view allows officials to see the motions, votes, and any comment or discussion on the item that was recorded in the meeting minutes in an intuitive display, preventing a manual search through full minutes documents.

Elected/Appointed Officials Board Portal Features

- Secure, individual access to meeting materials
- Annotation and note-taking ability that you can use in pre-meeting preparation as well as in-meeting note-taking
- Optimized for all devices, including desktops, laptops, tablets, and smartphones. No separate application required
- Live speaker name and countdown timer visible for each item
- Visual cues and one-touch access to the current discussion item
- Electronic voting from any device (if applicable)
- Chair View to allow the meeting chair to call speakers and advance agenda items
- Full-text search functionality provides visibility into past meeting content including notes made within the individual's private notes field
- Minutes summary view enables officials to see motions, votes, and any comment or discussion recorded in the meeting minutes for individual items

Citizen Portal

Content Accessibility

It's not enough to be transparent by publishing your agendas and other meeting documents online. Your meeting content must be accessible to all members of the public.

CivicClerk has a dedicated accessibility portal that gives members of the public complete access to your meeting content. Closed captioning is also available with our CivicPlus Media service for live streaming and on-demand video (if applicable).

Content Transparency

Build public trust with access to fully searchable meeting content, including legislative decisions and public meeting videos. Meet municipal transparency requirements while keeping residents engaged and informed.



Citizen Portal Features

- Citizen portal iframe to embed on any webpage gives access to all meeting content on a single page
- PDF downloads of Agenda, Packet, Minutes, Notices, and Other pertinent meeting documents
- HTML agenda view hyperlinks attachments within the meeting agenda for direct access to specific documents
- Full-text search and filtering options
- Email notifications
- Social sharing
- Side-by-side agenda and video display with CivicPlus Media (if applicable)
- Optional Motions and Vote minutes display updates the HTML agenda view to allow residents to quickly see the final disposition of agenda items without having to read full minutes documents
- Accessibility portal designed to WCAG 2.0 A and AA standards

The Civic Experience Platform

Developed specifically to enable municipalities to deliver consistently positive interactions across every department and every service, the Civic Experience Platform includes technology innovations that deliver frictionless, one-stop, and personalized citizen interactions. Local governments that leverage our Civic Experience Platform also benefit from:

- Single Sign-On (SSO) to all of your CivicPlus products supporting two-factor authentication and PCI Level password compatibility
- A single dashboard and toolbar for administrative access to your CivicPlus software stack
- Access to a continually growing and fully documented set of APIs to better connect your administration's processes and applications
- A centralized data store with robust data automation and integration capabilities

CivicPlus Portal

CivicPlus Portal empowers residents to be more engaged and informed about progress in your community. Portal streamlines the resident user experience as they interact with the CivicPlus products leveraged by you – driving revenue, trust, and satisfaction.

With a single username and password, they can watch a public meeting recording, submit a public works request, pay a utility bill, or register for an upcoming event. The result is more engaged and informed voters and fewer phone calls, walk-ins, or emails to your department asking how to find documents or submit records requests.

Citizen Benefits

- Anytime, anywhere access to digital citizen services
- A personalized dashboard that provides link cards to the services they use most frequently

Administrator Benefits

- A low-maintenance tool that increases accessibility, access, transparency, and trust with residents
- Reduced phone calls, walk-ins, and emails from residents searching for information
- Opportunities to increase revenue and foster civic participation

Integration Hub

Your time is too valuable to be spent downloading finalized meeting documents and data to share across varied communication channels. With the new CivicPlus Integration Hub, you can create custom integrations to connect CivicClerk with other products on the CivicPlus Platform to automate the delivery of that information just about anywhere.

With the easy-to-use drag-and-drop interface, non-technical users can build integrations for syncing content and data between CivicPlus products or with third parties (for an additional fee) without the need for a developer. You can even easily create integrations using manual import, polling, and webhooks (for an additional cost).

The possibilities are endless with Integration Hub, but here are a few examples of integrations you can create with CivicClerk today:

- Automatically add agenda or minute files to the Document Center to be displayed on a CivicEngage® Central website after they are published in CivicClerk.
- Set-up a workflow to post in the CivicEngage Central News Flash once you've published your CivicClerk meeting documents.

Shorten your pre-meeting to-do list and send your meeting information instantly with a custom integration using the Integration Hub.



Project Timeline

Ten to Fourteen Weeks

While every CivicClerk implementation is unique, the following timeline can provide you information about the different implementation stages and what you can expect at each stage.

PROJECT START

1

PHASE 1

Project Kickoff

- Project Kickoff call to review the timeline and deliverables and provide access to project tracking software
- Your staff complete a questionnaire to capture information needed for CivicClerk configuration

PHASE 2

Consulting

- Virtual consulting session(s) to review current processes and documents and discuss desired goals, best practices, and configuration options

2

3

PHASE 3

Configuration

- Premium system configuration is completed and handed off for review, testing, and feedback
- Configuration adjustments made per submitted feedback

PHASE 4

Finalization

- Access is enabled for all users in preparation for training
- Custom IDP Integration setup (if applicable)
- Complete file import (if applicable)
- Complete CivicPlus Media configuration and testing (if applicable)
- Provide access to Boards and Committees Module (if applicable)

4

5

PHASE 5

Training

- Live, virtual training sessions are conducted within configured site

GO LIVE

Premium Implementation Plan

Implementation & Support Experience Designed for You

CivicClerk has the experience and expertise to help administrations of any size transform the entire meeting management process. We know implementation can't be a one size fits all solution and offer flexible packages designed to meet your desired outcomes.

Our Premium Implementation Package is the perfect fit for automating manual or inefficient agenda and meeting processes. It is designed for organizations with less than 50 internal users and a desire for a guided implementation experience. A dedicated and knowledgeable implementation consultant will manage your project from end-to-end—consulting and collaborating with your team, configuring the system to automate your process, and delivering live virtual training to your user groups. Key project staff will have online access to the timeline and all expected checkpoints and deliverables for a fully transparent implementation.

Beyond implementation, your users will feel empowered by our in-application support tools, a full online help center, as well as phone, email, and live chat support with members of the dedicated, award-winning CivicClerk Technical Support team.

Consulting

Up to 2 Hours of Virtual Consultation

During this consulting session, your CivicClerk implementation consultant will be reviewing your submitted project questionnaire with your key project staff. The implementation consultant will review your custom template designs and discuss the configurations that will be made to ensure your CivicClerk workflows match your current agenda and meeting processes.

Configuration

Our team will configure your system with Premium customization options to map existing processes to CivicClerk. Additional custom configurations can be made by Administrative users at any time using Help Center resources.

Design

We will design up to 5 custom templates to ensure consistency in system-generated meeting documents: Agendas, Item/Staff Report, Minutes, Agenda Script.

Training

Up to 4 hours of Virtual Training

Your CivicClerk implementation consultant will guide user groups through live, virtual training sessions using your custom configured CivicClerk site. We recommend no more than 20 users per session. Individual sessions are either 30 or 60 minutes in duration.



Ongoing Services

Award-Winning Support

Over the past three years, CivicPlus Technical Support has been recognized by the globally respected Stevie® Awards for Sales and Customer Service. CivicPlus has been honored with one Gold Stevie® Award, two Silver Stevie® Awards, and four Bronze Stevie® Awards in the categories of Front-Line Customer Service Team of the Year – Technology Industries, Customer Service Training or Coaching Program of the Year – Technology Industries, Customer Service Department of the Year – Computer Software – Up to 100 Employees, and Most Valuable Response by a Customer Service Team (COVID-19).

The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

Around-the-Clock Service & Support

Technical & Ongoing Support

- Live support personnel based in the U.S.
- Weekday business hours: 8 a.m. – 6 p.m. (CST)
- Contact via phone, email, and live chat
- 4-hour response during business hours
- 24/7 emergency support for named points of contact
- Self-Service CivicPlus Help Center for tutorials and user guides
- Assigned Customer Success Manager to ensure your complete and ongoing satisfaction

Maintenance

- Regular review of site logs, error messages, servers, router activity, and the internet in general
- Full backups performed daily
- Regularly scheduled upgrades, fixes, enhancements, and OS patches

Hosting & Security

- Fully hosted within the Azure Cloud environment using their Infrastructure as a Service (IaaS) model
- All processing and data storage is done within this environment using a mix of Azure Virtual Machines and Storage Accounts
- 24/7/365 system monitoring with guaranteed 99.9% uptime (excluding maintenance)
- Azure's Site Recovery Services and Geographically Redundant Storage Accounts (GRS) to provide disaster recovery between Azure regions
- All data is written to a GRS account which creates copies of that data in data centers across multiple Azure regions - data is always accessible
- Site Recovery Services allows us to quickly spin up and failover to clones of our Azure Virtual Machines



Disclaimer



Proposal as Non-Binding Document

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract with you.

Enhancement Options

CivicPlus Media: Live Streaming & On-Demand Video

Increase citizen engagement and participation by sharing high-definition live video feeds of your meetings directly from CivicClerk and CivicPlus Media. Stream up to 3 concurrent live proceedings and seamlessly integrate all video content directly into your meeting agendas. Videos feature clear bookmarking and navigation so viewers can quickly find discussions of interest. Viewers can watch videos from any device with no software or application downloads necessary. Integrated closed captioning services are available at an additional cost.

Boards & Committees Module

The CivicClerk Boards and Committees module tracks vacancies, applications, and appointments. Interactive dashboards give you quick access to actionable information. Easily manage rosters and generate communications using customized templates. Store system-generated communications and other necessary documentation at the board or individual member level. Track training and other internal requirements. Display board information through the Citizen Portal, including member rosters if desired, post vacancies, and accept online applications.

Live Meeting Manager

CivicClerk's fully integrated Live Meeting Manager will automatically migrate all your agenda content. No manual pre-meeting minutes setup or agenda import is required. One-click control allows you to update your in-chamber display screens, set your video bookmarks, and queue items in the Board Portal for your elected and appointed officials.

- **Automatic Video Bookmarking** – Automatically timestamp agenda items to their corresponding discussion in the meeting video so those watching the recording can quickly access topics of interest.
- **Display Pages** – Keep meeting participants informed and engaged by displaying the current item, speaker, or vote results automatically to the constituents attending the meeting.
- **Flexible Voting** – Minutes takers can record motions and votes instantly in Live Meeting Manager or initiate electronic voting when desired. Apply motions and votes to individual agenda items or multiple agenda items as a group.

Historical File Import

As part of your implementation project, CivicClerk will import up to 7,500 PDF, MP4, or MP3 documents to your new system. The process includes indexing your imported agendas for keyword searching and retrieval. You and your residents will still have access to this historical information with increased functionality. Historic meeting documents imported into CivicClerk by your Implementation Consultant will be optimized for character recognition to improve complete text search, and accessibility for screen reading assistive devices.



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF
July 19, 2022	J-9	FY 2022-2023 Pay Rate Increases	

EXPLANATION & SUMMARY:

The approved budget for FY 2022-2023 includes \$700,000 in funding for a 5% increase in the pay rates for employees. It is proposed that increases follow the below parameters:

- 1) The County Pay Scale would be increased 2.5% (COLA) effective 8.01.2022 and would apply to all employees on the Salary Scale.
- 2) A 2.5% (one-step) increase for permanent Full Time and Part Time employees hired prior to August 1, 2021 with a Meets Standards or better annual performance evaluation within the FY 2021-2022, would receive an additional step increase (2.5%) effective 8.01.2022
- 3) Permanent Full Time and Part Time employees hired after August 1, 2021 and still in their 12 month probationary period, will be assessed at the completion of their probationary period and employees with a Meets Standards or above annual performance evaluation following the completion of their probationary period would receive an additional step increase (2.5%) effective the start of the pay cycle following the completion of their probation.
- 4) Employee promotions or other advancements will not impact increases.
- 5) Seasonal employee pay rates will be reassessed in May of 2023.

COST & FINANCING:

No additional funding is requested; funding has been included in the FY 2022-2023 budget.

CONSENT AGENDA MOTION:

I move that the Board of Supervisors approve the compensation plan as proposed effective August 1, 2023.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Jane Meadows, HR Director Matt Robertson, Finance Director		

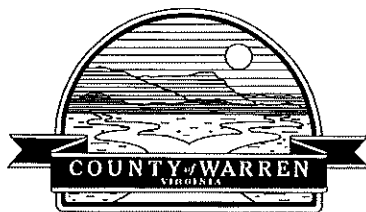


COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF
July 19, 2022	J-10	Advanced Level Provider Incentive Pay	
<u>EXPLANATION & SUMMARY:</u>			
Fire & Rescue would like to proceed with providing one-time incentive pay in the following categories: • Advanced Level Provider - \$3,000 • Intermediate Level Officer - \$4,500 • Paramedic Level Officers - \$6,000 This incentive pay is vital to ensuring that staff is recognized and rewarded for achieving or maintaining accreditation to perform life-saving procedures in the field. Without incentive pay, there is no reward for Fire & Rescue staff to put in the hours of study required maintain certification that is necessary for regular operations in Warren County. Funding was identified in FY21-22 for the initiative and will be carried over specifically for this purpose and included in the carryover package to be approved by the Board mid FY22-23. <u>COST & FINANCING:</u> \$27,500 which will be included in the Carryover package. <u>CONSENT AGENDA MOTION:</u> I move that the Warren County Board of Supervisors approve the one-time incentive pay for Advanced Level Providers.			
SUBMITTED BY: Matt Robertson, Finance Director Gerry Maiatico, Fire Marshall Jane Meadows, HR Director	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)		PROCESSED BY:

COUNTY OF WARREN



Department of Fire and Rescue Services

200 Skyline Vista Drive, Suite 200

Front Royal, Virginia 22630

Phone: (540) 636-3830

FAX: (540) 636-9986

Email: jbonzano@warrencountyfire.com

James G. Bonzano, II
Fire Chief

Memorandum

BOARD OF SUPERVISORS

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District*

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Dr. Edwin C. Daley
County Administrator

TO: Dr. Edwin Daley, County Administrator
Jane Meadows, Human Resources Manager

FROM: James G. Bonzano, Fire Chief

DATE: May 18, 2022

SUBJECT: ALS Incentive for Advanced Level Providers and ALS Officers

WCFR included the appropriation of \$30,000 in the FY21/22 Budget for incentive pay for advanced level providers and advanced life support officers within the Department.

After review of the program, the Department recommends the following one-time incentive pay:

- Advanced Level Providers / \$3,000
- Intermediate Level Officer / \$4,500
- Paramedic Level Officers / \$6,000

The following employees shall receive the following one-time incentive payment:

- Paramedic Captain Kevin Catlett / \$6,000
- Paramedic Lieutenant Austin Cucciardo / \$6,000
- Intermediate Captain Raymond Cross / \$4,500
- Advanced Lieutenant Rick Farrall / \$3,000
- Advanced Lieutenant Aaron Miller / \$3,000
- Advanced Firefighter Matthew Hunt / \$3,000

The total cost of the program is \$25,500. It is the recommendation this one-time payment be made in the last fiscal pay cycle of the FY21/22 Budget Period.

Should you need any additional information, please let me know.



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT	PAGE 1 OF
July 19, 2022	J-11	Amendment to Warren County Personnel Policies Section 7.3(g, h, and i), Overtime Pay and Holidays	

EXPLANATION & SUMMARY:

As discussed at the Board of Supervisors work session of July 12, 2022, staff has recommended an amendment to Warren County Personnel Policies, Section 7.3 (g, h, and i), Overtime Pay and Holidays (see attached). This amendment was drafted to address the accrual and usage of holiday pay for non-exempt employees who are scheduled or called in to work on days designated as County holidays.

Currently, County policy states:

“g. Holiday pay for non-exempt employees who are scheduled or called into work on days designated as County holidays, shall be paid at the regular rate of pay for hours actually worked, unless the employees worked more than forty (40) hours in the payroll week.

h. Sheriff’s Office employees who work designated County holidays shall receive a maximum of eight (8) hours compensatory time classified as holiday pay.

i. Fire Department employees shall receive overtime payments rather than compensatory and holiday time.”

Staff requests that the policy Section 7.3 be amended to state:

“g. Holiday pay for non-exempt employees who are scheduled or called into work on days designated as County holidays, shall receive a maximum of eight (8) hours of compensatory time classified as holiday pay. The employee must utilize the holiday pay within 30 days of the County holiday or the time will be automatically paid out at the employees’ regular rate of pay.

h. Fire Department Operations employees shall receive overtime payments rather than compensatory and holiday time.”

Staff requests that the amendment be made effective August 1, 2022. The revision of the policy would permit employees required to work on the designated County holiday to utilize the holiday time at a date convenient to their work schedule without negatively impacting the operations of the County and the same time frame in which the holiday was allocated.

COSTS & FINANCING: N/A

CONSENT AGENDA MOTION:

I move that the amendment to Warren County Personnel Policies, Section 7.3, Overtime Pay and Holidays, be adopted as proposed, effective August 1, 2022.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Jane Meadows, Human Resources Director		

7.0 COMPENSATION

(7.1) General

The County uses the following plans for the management and compensation of all employees in all positions and pay grades.

- a. Approved Pay Plan
- b. Approved Classification Plan
- c. List of Classifications, which would be exempt from the provisions of the Fair Labor Standards Act.

(7.2) Responsibility

It shall be the responsibility of the Department Head/Constitutional Officer/Supervisor to ensure that all employees are equitably compensated for their services to the County. The County Administrator shall be responsible for interpreting and resolving any pay problems which are not specifically covered by these regulations. Constitutional Officers who do not agree with the County Administrator's decision may appeal to the Board of Supervisors Personnel Committee.

(7.3) Overtime Pay and Holidays

Employees, except those in the Sheriff's Office, Fire and Rescue Department, Parks and Recreation Department, and Public Works Department (including Solid Waste and Sanitary District(s) employees), who work in excess of thirty-five (35.0) hours in one (1) payroll week will be compensated in the manner described below:

- a. Exempt Employees: Employees, designated as exempt for purposes of the Fair Labor Standards Act ("FLSA"), as identified on their job description are not eligible for overtime pay, ~~or~~ holiday pay, or compensatory leave.
- b. Exempt Supervisory/Department Head personnel are not eligible for overtime, or holiday pay and compensatory time, but may be allowed to take administrative time off, when so approved by the County Administrator or the respective Constitutional Officer.
- c. Individual Constitutional Officers shall be included as an exempt service employee for purposes of the FLSA within the County service in recognition of their status as an elected official.
- d. Non-Exempt: Employee positions designated as non-exempt on their Job Description forms and in accordance with the definitions contained in the FLSA shall receive compensatory leave credit on an hour-for-hour basis for hours worked in excess of normal work hours up to the forty (40) hour FLSA work

week. Such employees also receive holiday pay for holidays designated as such by the Board of Supervisors.

- e. The maximum accumulation of compensatory leave credits for all employees is sixty (60) hours, except for the Sheriff's Office personnel who may accumulate up to eighty (80) hours of compensatory leave. The Department Head/Constitutional Officer or County Administrator may require the employee to use accrued compensatory time within twelve (12) months from date of accrual by the County scheduling the time off for the employee if in the opinion of the Department Head/Constitutional Officer or the County Administrator the same is in the best interest of department or constitutional office.

All non-exempt employees who are called in to work to respond to an emergency situation or employees who have to work beyond their normal work day to complete work of an emergency nature shall receive overtime at a rate of one and one-half (1.5) times their regular rate, providing these hours worked exceed thirty-five (35) hours worked in a given week [forty (40) hours for employees of the Parks and Recreation and Public Works Departments].

- f. Hourly Employees: Hourly employees will be compensated at straight time pay rates for each hour worked, up to a maximum of forty (40) hours in any one payroll week. Hours in excess of forty - (40) hours in any one-payroll week will be paid at a rate of one and one-half (1.5) hours for each additional hours worked.
- g. Holiday pay for non-exempt employees who are scheduled or called into work on days designated as County holidays, ~~shall be paid at the regular rate of pay for hours actually worked, unless the employees worked for more than forty (40) hours in the payroll week.~~ **Shall receive a maximum of eight (8) hours of compensatory time classified as holiday pay. The employee must utilize the holiday pay within 30 days of the County holiday or the time will be automatically paid out at the employee's regular rate of pay.**
- h. ~~Sheriff's Office employees who work designated County holidays shall receive a maximum of eight (8) hours compensatory time classified as holiday pay.~~ **Fire Department employees shall receive overtime payments rather than compensatory and holiday time.**
- ~~i. Fire Department employees shall receive overtime payments rather than compensatory and holiday time.~~

(7.4) Optional Work Period for Fire Department Personnel And Law Enforcement

- a. Fire department personnel are defined as members of a body of firefighters, who are employed by an organized fire department approved by the Board of Supervisors and been trained to the extent required by State statute or local

ordinance. For purposes of this Chapter 7.0, fire department personnel are further defined as operational employees who work in the field, not administration employees who work an administrative schedule in the office.

- b. The Fire Department and Sheriff's Office must provide services up to 24 hours a day, 7 days a week. The Department Head/Constitutional Officer will determine work schedules according to staffing requirements of the department/constitutional office.
- c. Overtime will be paid for hours worked in excess of the maximum allowed under the requirements of the Fair Labor Standards Act.
- d. The Sheriff's Office operates on a 24-hour basis, with a 28-day work cycle, 160 hours per cycle. The Sheriff, in keeping with the requirements of the Fair Labor Standards Act (FLSA), will determine the scheduling and staffing of all department personnel.
- e. The Fire and Rescue Department operates on a 24-hour basis, with a 28-day work cycle, 212 hours per cycle. The Fire Chief, in keeping with the requirements of the Fair Labor Standards Act (FLSA) will determine the scheduling and staffing of all department personnel.

(7.5) Compensatory Leave

Non-Exempt vs. Exempt

- 1- Exempt employees are those who are not subject to the overtime provisions of the Fair Labor Standards Act.
- 2- Non-exempt employees are those who are subject to overtime provisions of the Fair Labor Standards Act.

Standard Workweek For Non-Exempt Employees

- a.) Law enforcement personnel operate on a 28-day work cycle, 160 hours per cycle.
- b.) Fire personnel operate on a 28-day work cycle, 212 hours per cycle.
- c.) The standard workweek for other non-exempt full time employees is thirty-five (35) hours, with the exception of employees with the Parks and Recreation Department and Public Works Department, which is forty (40) hours.

Earning of Compensatory Time Policy

- 1- To earn compensatory time, a non-exempt employee must be required/approved by his/her Department Head/Supervisor/Constitutional Officer to work:

- a) additional hours in a workweek,
 - b) on an official office closed day, or
 - c) on a scheduled day off.
- 2- If not required by a Department Head/Supervisor/Constitutional Officer, the earning of compensatory leave must be approved in advance.

Use of Compensatory Leave

- 1- Accrued compensatory leave may be used by employees for any reason to provide paid time off from work.
- 2- Use of compensatory leave must be requested and approved in advance.
- 3- An employee shall be permitted to use and may be required to use accrued compensatory leave within a reasonable period not to exceed twelve (12) months after it is earned, if to do so would not unduly disrupt the operations of the department or constitutional office.

Accrual rate

- 1- Non-exempt employees shall earn compensatory leave on an hour for hour basis for each hour over 35 and up to 40 hours in a standard workweek (except Parks and Recreation Department employees).
- 2- Non-exempt employees, other than law enforcement and fire and rescue employees, shall earn compensatory leave at a rate of one and a half hours for each hour worked beyond 40 hours in a standard workweek.
- 3- Non-exempt law enforcement employees shall earn compensatory time at the rate set by the U.S. Department of Labor in 29 C.F.R. §553.230.
- 4- Non-exempt Fire and Rescue Employees shall not earn compensatory time but shall receive overtime payments in accordance with the U.S. Department of Labor in 29 C.F.R. §553.230 and Virginia Code §9.1-700 through §9.1-703.

Accumulation of Compensatory Leave

- 1- When a non-exempt employee accumulates sixty (60) hours or more of compensatory leave (eighty (80) hours for law enforcement), the Department Head/Constitutional Officer and employee shall develop a plan to reduce/eliminate the accrued compensatory leave. After the employee has reached the maximum allowed in compensatory time, any overage shall be paid to the employee.
- 2- The County Administrator shall be notified of such plan.

Treatment of Compensatory Leave Upon Change of Status

1- Change From Non-exempt Status to Exempt Status

- a) Upon change from non-exempt to exempt status, employees shall be paid a lump sum for the unused portion of their accrued compensatory leave.
- b) The lump sum payment shall be calculated based on the nonexempt salary rate.
- c) Upon change from non-exempt to exempt status and transfer to a new department, employees shall be paid the lump sum for the unused portion of their accrued compensatory leave by their previous department.

2- Separation

Upon separation, employees shall be paid a lump sum on the next pay period for the unused portion of their accrued compensatory leave balances.

[Proposed additions are shown **bold** and underlined.
Proposed deletions are shown with ~~striketrough~~.]

[Current policy approved by BOS on November 8, 2017, effective December 1, 2017]



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF
July 19, 2022	J-12	Request to Approve the First Amendment to Site License Agreement with Shentel	
<u>EXPLANATION & SUMMARY:</u>			
On August 24, 2018, Warren County entered into a Site License Agreement with Shenandoah Mobile, LLC (aka Shentel) that allowed Warren County to place communications equipment on a communication tower owned by Shentel. The communications tower is located within Warren County. Pursuant to the Site License Agreement, Warren County could only place equipment specified in “Exhibit B” on the leased portion of the communications tower. Warren County needed to place equipment on the communications tower that was not specified on “Exhibit B.” Therefore, the Site License Agreement needs to be amended to include the equipment listed in “Exhibit B-1,” which has already been placed on the communications tower. County staff requests that the Board approve the attached First Amendment to Site License Agreement.			
<u>COST & FINANCING:</u>			
N/A			
<u>CONSENT AGENDA MOTION:</u>			
I move the Board of Supervisors approve the First Amendment to Site License Agreement between Warren County and Shenandoah Mobile, LLC, aka “Shentel”. I further move the Board authorize the Chair and County Administrator, either of whom may act, to execute all necessary documents that have been approved by the County Attorney or the Senior Assistant County Attorney.			
SUBMITTED BY: Caitlin Jordan Sr Asst Co. Attorney Charles Brogan Sheriff’s Office	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)		PROCESSED BY:

FIRST AMENDMENT TO SITE LICENSE AGREEMENT

THIS FIRST AMENDMENT TO SITE LICENSE AGREEMENT ("First Amendment") dated _____ (the "Effective Date"), is by and between **SHENANDOAH MOBILE, LLC**, a Virginia limited liability company (successor to Shenandoah Mobile Company) with its office at 500 Shentel Way, P.O. Box 459, Edinburg, VA 22824, (hereinafter referred to as "SHENTEL") and **COUNTY OF WARREN, VIRGINIA**, a Political Subdivision of the Commonwealth Of Virginia, with its office at 220 North Commerce Avenue, Suite 100, Front Royal, Virginia 22630, referred to as "TENANT."

WHEREAS, SHENTEL and TENANT entered into a Site License Agreement dated the 24th day of August, 2018, to locate certain telecommunications equipment on SHENTEL's Property located at 627 Massanutten Mountain Road, Front Royal, Warren County, Virginia, ("Agreement"); and

WHEREAS, SHENTEL has requested to amend the Agreement to correct the Tower Space as previously shown in Exhibit B in the Agreement ("Modification"); and

WHEREAS, SHENTEL and TENANT have agreed to amend the terms of the Agreement to permit the Modification, and the parties desire to set forth their agreement in writing.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SHENTEL and TENANT agree as follows:

1. **Equipment; Exhibits.** As of the Effective Date, TENANT agrees to the Modification as set forth on Exhibit B-1, attached hereto and incorporated herein. Exhibit B is hereby deleted in its entirety from the Agreement and replaced with Exhibit B-1. Exhibit B-1 shows the Tower Space that may be installed under the Agreement pursuant to the Modification described in this First Amendment, and controls in the event of any inconsistency elsewhere in the Agreement.

2. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. This First Amendment shall be attached to and become a part of the Agreement, and all of the terms, conditions, covenants and responsibilities set forth in the Agreement not specifically modified hereby, are hereby ratified and affirmed and continue to be in full force and effect.

3. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

*Remainder of Page Intentionally Left Blank
Signature Page Follows*

WITNESS the following signatures and seals:

SHENTEL: SHENANDOAH MOBILE, LLC

By: _____
Daniel J. Meenan, Vice President -
OSP Engineering and Construction

Date: _____

TENANT: COUNTY OF WARREN, VIRGINIA

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B-1



TENANT PLANS AND SPECIFICATIONS

500 Shentel Way, P. O. Box 459, Edinburg, VA 22824

PROJECT ID:	03001WCS7771	APPLICATION TYPE:	Revised Equipment Installation
Agreement Title:	1st Amendment		
SITE INFORMATION		03001	
SHENTEL Site ID:		SHENTEL Site Name:	Linden
Site Address (County):	627 Massanutten Mountain Road, Front Royal, VA 22630 (Warren)		
Latitude (NAD 83):	38° 54' 22.3" N	Longitude: (NAD 83):	-78° 7' 15.0" W
Ground Elevation:	1252.3 Ft. AMSL	Structure Type:	Self-Supporting Tower
FCC ASRN:	1022794	Structure Height:	240 Ft. AGL
TENANT INFORMATION			
Tenant Name:	Warren County, Virginia	Tenant Entity:	Warren County Sheriff's Office
Company Address:	220 N. Commerce Avenue, Front Royal, VA 22630		
Tenant Site ID:	N/A	Tenant Project ID or FA #:	N/A
Tenant Site Name:	Applewood	NOC Telephone Number:	-
Authorized Representative:	Douglas P. Stanley	Authorized Representative's Title:	County Administrator
TENANT NETWORK CONFIGURATION			
Tower Location:	100, 135 & 225 Ft. AGL	Tower Vertical Space [Bottom – Top Hgt. Limit]:	99-101, 135 - 156 & 216 - 237 ft. AGL
Tower Mounted Equipment Inventory:	(2) Antennas	(1) MWs	(1) Extras (4) Feed-line(s)
TENANT GROUND SPACE AND UTILITY SERVICE INFORMATION			
*When requesting ground space, do not include a buffer around your desired physical footprint. Shentel, at its sole discretion, will provide a non-exclusive buffer between your installation and other proposed and/or existing tenants to allow for access and maintenance.			
Total Lease Area Square feet:	70.0 Sq. Ft.	Power Requirements:	Approved power source present
Lease Area Dimensions:	7 ft. W X 10 ft. L; 70 Sq. Ft.	Pad/Platform Dimensions:	7 Ft. W X 10 Ft. L; 70 Sq. Ft.
Shelter Dimensions:	0 Ft. W X 0 Ft. L; 0 Sq. Ft.	Shelter Mfg. & Model:	N/A
Additional Ground Space Dimensions and Lease Area:		0.0 ft. W x 0.0 ft. L; 0.0 Sq. Ft.	
Electric Provider:	Rappahannock Electric Cooperative	Power service available?	☒ Yes ☐ No
Telco Provider:	TBD	Is Telco service available?	☒ Yes ☐ No
Backhaul Provider:	Shentel FTTT	Is Fiber available?	☒ Yes ☐ No
BACK-UP GENERATOR INFORMATION			
Generator Required?	Yes	If Yes, what is the fuel type?	TBD
Gen. Lease Area:	TBD	Fuel Tank Pad/Platform Dimensions:	TBD
Gen. Platform/Pad Dimensions & Area:	TBD Sq. Ft.	Spark Zone Required:	☐ Yes ☐ No
Spark Zone Radius:	TBD	Spark Zone Area:	TBD Sq. Ft.
TOWER MOUNT DESCRIPTION:		Tenant Name:	Warren County Sheriffs Depatment
Tower Leg Pipe Mount		Tower Mount Level1:	225 Ft. AGL
Tower Leg Pipe Mount		Tower Mount Level2:	135 Ft. AGL
Dish Mount		Tower Mount Level3:	100 Ft. AGL
TOWER MOUNTED EQUIPMENT INVENTORY "APPROVED COMMUNICATIONS EQUIPMENT"			
QTY	EQUIPMENT TYPE	MANUFACTURER & MODEL	EQUIPMENT DIMENSIONS/WEIGHT (lbs.)
(2)	VHF Antenna	RFI BA80-41-DIN	248" L x 11" W x 11" D (68 lbs.)
(1)	MW/Dish	Commscope VHLP2-11W-6WH/A	26" L x 26" W x 9.9" D (23.8 lbs.)
(1)	ODU	DragonWave Horizon Compact+	5.91" L x 9.6" W x 8.7" D (7.5 lbs.)



TENANT PLANS AND SPECIFICATIONS

500 Shentel Way, P. O. Box 459, Edinburg, VA 22824

TRANSMISSION LINE INVENTORY						
LINE #	Quantity	Line Diameter – Type and Stacking Arrangement		Feed-line Placement at Base of Tower		
1	(2)	7/8" Heliax (AVA50)		F9		
2	(1)	F/O Cable		F9		
3	(1)	DC Power Cable		F9		
TRANSMITTING ANTENNA SPECIFICATIONS						
Ant #	Antenna (Make and Model)	Antenna Type	TX Frequency Range	Antenna Gain	Total ERP Watts	Antenna Centerline
1	RFI BA80-41-DIN	VHF Antenna	153-157 MHz	6 dBd	225 W	225 Ft.
2	RFI BA80-41-DIN	VHF Antenna	153-157 MHz	6 dBd	225 W	135 Ft.
3	Commscope VHLP2-11W-6WH/A	MW/Dish	10-11 GHz	34.7 dBi	57.7	100 Ft.
FCC Call Sign(s):		TBD				

SITE LICENSE AGREEMENT

THIS SITE LICENSE AGREEMENT ("Agreement") dated this 24th day of August, 2018, is made by and between SHENANDOAH MOBILE, LLC, a Virginia Limited Liability Company, with its office at 500 Shentel Way (Post Office Box 459), Edinburg, Virginia 22824, hereinafter referred to as "SHENTEL", and COUNTY OF WARREN, VIRGINIA, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA, with its office at 220 North Commerce Avenue, Suite 100, Front Royal, Virginia 22630, referred to as "TENANT."

WITNESSETH: In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. Premises: SHENTEL is the owner of a communications facility ("Site") situated on real estate owned by Nancy S. Curtis, successor in interest to Terry L. Curtis, located at 627 Massanutten Mountain Road, Front Royal, within Warren County, in the Commonwealth of Virginia, more specifically described on Exhibit "A" ("Property"). SHENTEL hereby licenses to TENANT space on SHENTEL's tower ("Tower Space") together with the right to use a portion of ground space, together with an existing concrete pad, for the placement of TENANT's ground equipment ("Equipment Area") for the housing, installation, operation and maintenance of communications equipment as more specifically described on Exhibit "B" ("Approved Equipment") and depicted on the plan attached as Exhibit "C" ("Site Plan"), together with a non-exclusive easement for ingress and egress to and from the public road and the provision of utilities as is granted to SHENTEL. The Equipment Area, Tower Space and non-exclusive easement may be referred to collectively as the "Licensed Premises".

TENANT and SHENTEL acknowledge that SHENTEL's rights in the Licensed Premises derive from a certain ground lease by and between SHENTEL and Terry L. Curtis ("Landowner") dated April 14, 2003 ("Prime Lease"). A redacted version of the Prime Lease is attached hereto as Exhibit "D". All of the terms, conditions and covenants contained in this Agreement shall be specifically subject to and subordinate to the terms and conditions of the Prime Lease. The TENANT specifically agrees to be bound by and agrees to perform all of the acts and responsibilities required of SHENTEL pursuant to the Prime Lease as it applies to its use of the Licensed Premises. The term and renewal terms of this Agreement are not coterminous with those of the Prime Lease. Therefore, in the event the Prime Lease is terminated for any reason, other than to be replaced by a subsequent lease between the Landowner and SHENTEL, at any time during the term of this Agreement, this Agreement shall also terminate, and the termination shall be effective on the date the Prime Lease is terminated. In such event, SHENTEL shall have no liability to TENANT for any damages incurred by TENANT as a result of such termination and TENANT waives any such claims. In the event that SHENTEL knows that the Prime Lease will terminate, SHENTEL will give TENANT ninety (90) days prior notice. SHENTEL has full authority to enter into and execute this Agreement and warrants that no consent is required from the Landowner under the Prime Lease, or, if required, such consent has been obtained.

2. Term: The Term of this Agreement shall be five (5) years ("Initial Term") commencing on September 1, 2018 ("Commencement Date"). Provided that TENANT is not in default, this Agreement shall automatically renew for another four (4) additional terms of five (5) years each ("Renewal Term") unless TENANT gives notice to SHENTEL of non-renewal at least six (6) months before the end of the then current Term (collectively, the Initial Term and any Renewal Terms are the "Term"). Each Renewal Term shall be on the same terms and conditions as set forth in this Agreement except that the Monthly Rent shall increase as provided in Section 3 below.

3. Monthly Rent, Escalation and Taxes: Pursuant to the Conditional Use Permit approved by the Board of Supervisors of the County of Warren, Virginia, dated April 16, 1996, as subsequently modified by said Board of Supervisor, no rent shall be due from the Tenant for the placement of up to three antennas upon SHENTEL's Tower and one equipment cabinet, one generator and one fuel tank within the Equipment Area.

4. Termination: This Agreement may be terminated as follows:

(A) By either SHENTEL or TENANT, upon default of any covenant or term of this Agreement by the other party, which default is not cured within thirty (30) days of receipt of written notice to the defaulting party detailing such default. Notwithstanding the foregoing, if a non-monetary default is of such a nature that it is not capable of being cured during such thirty (30) day period, the defaulting party shall have an additional thirty (30) days to cure such default provided the defaulting party has commenced to cure during the initial thirty (30) day period and diligently pursues the cure thereafter. During the continuance of any default after the expiration of the applicable cure period or periods, the non-defaulting party may terminate this Agreement by giving notice of termination to the defaulting party, and the non-defaulting party may exercise any other remedies it may have under this Agreement or at law;

(B) By either party, upon providing notice to the other party that the Tower or the Licensed Premises is destroyed or damaged and rendered unsuitable for normal use, or if the Tower or the Licensed Premises (or any portion thereof that materially affects the Tower) is taken under power of eminent domain or condemnation, or under a deed in lieu thereof. In such event, all rights and obligations of the parties shall cease as of the date of the damage, destruction or condemnation. Any proceeds or awards received by SHENTEL that are attributable to TENANT's equipment, moving expenses or licensed interest in the Licensed Premises shall be paid to TENANT and any proceeds or awards actually received by TENANT that are attributable to the Tower or SHENTEL's equipment, moving expenses or leasehold interest under the Prime Lease shall be paid to SHENTEL; and,

(C) By TENANT upon providing ninety (90) days prior written notice to SHENTEL, with such evidence as SHENTEL may require, if TENANT is unable to obtain or maintain any permit or approval or any such permit or approval is terminated or revoked for reasons beyond the control of TENANT, despite every effort by TENANT to obtain or maintain the same.

5. Use: From and after the Commencement Date, the Licensed Premises may be used by the TENANT solely for the purposes of operating and maintaining communication services and equipment as depicted on Exhibits "B" and "C" and authorized by the Federal Communications Commission (FCC) utilizing the call signs and frequencies as set forth on Exhibit "B". TENANT's equipment shall at all times comply with and conform to all laws and regulations applicable thereto and shall be subject to SHENTEL's review and approval, which shall not be unreasonably withheld, conditioned or delayed, regarding TENANT's placement of equipment, method of installation, and all other matters which SHENTEL deems, in SHENTEL's reasonable opinion, to affect SHENTEL's own operations or interests.

6. Improvements: TENANT, at TENANT's sole expense, shall be responsible for any and all improvements to the Licensed Premises to accommodate its use. All such improvements (except for the Approved Equipment) shall become the property of SHENTEL unless SHENTEL provides written notice to TENANT requesting that TENANT remove such improvements. No materials may be used in the installation of the antennas or transmission lines that will cause corrosion, rust, or deterioration of the Tower or its appurtenances. All attachments to the Tower shall be by means of detachable connections, clamps, and straps. No drilling, hole punching, or welding shall be permitted. TENANT shall permanently affix a label on its equipment cabinets containing the TENANT's name and contact information. All

antennas will be identified by a metal tag fastened securely to its bracket on the Tower and the transmission lines are to be tagged at the top and bottom of the runs. TENANT agrees to attach to SHENTEL's grounding system at TENANT's cost and expense. TENANT shall secure and pay for all permits, fees and licenses necessary for TENANT's work or operation of its Approved Equipment. All work and installations for the use of the Licensed Premises shall be performed by TENANT in coordination with SHENTEL. Prior to the consummation of this Agreement, or at any time TENANT adds additional equipment to the Tower, SHENTEL shall coordinate a structural analysis with the company of its choice and require TENANT to pay the expense thereof to ensure that the addition of the Approved Equipment and other property of TENANT will not compromise the integrity of the Tower or its usefulness to SHENTEL. Should it be determined that such integrity would be compromised beyond existing safety standards, TENANT will have the right to modify its proposal, or pay to have the Tower structurally reinforced. All improvement made by the TENANT to the Licensed Premises shall be in accordance with the construction requirements set forth on Exhibit "E", which are incorporated herein by reference.

TENANT agrees to have installed radio equipment of the type and frequency which will not cause material and/or unreasonable radio interference ("Interference") to SHENTEL or other TENANTS of the Property, the Licensed Premises, or neighboring landowners. In the event that TENANT's equipment causes Interference, TENANT agrees immediately to use its best efforts to remove such Interference. In the event any Interference cannot be eliminated within forty-eight (48) hours from the time that notice is received by TENANT, then TENANT shall cease operations of the equipment causing such Interference until such time as the Interference can be corrected. If any Interference is not corrected within thirty (30) days after notice, the equipment causing such Interference shall be permanently removed from the Licensed Premises. Subsequent to the Commencement Date, SHENTEL shall not allow any other use of the Site which will cause Interference with TENANT's use. In the event of such Interference, SHENTEL will take all necessary action (including obtaining injunctive relief) to ensure the party causing the Interference takes appropriate action to correct and eliminate the Interference. Notwithstanding any other provision of this Agreement, SHENTEL must approve in advance all antenna changes and/or modifications to be made by TENANT. All costs associated with said approvals will be paid or reimbursed to SHENTEL by TENANT. SHENTEL shall have the right to require TENANT to pay for a frequency and/or intermodulation study to be performed to ensure that the operations of TENANT's Approved Equipment will not cause frequency interference.

Prior to the issuance of a Notice to Proceed ("NTP") by SHENTEL and prior to any subsequent modifications to or installations of additional equipment permitted by amendment to this Agreement, TENANT shall follow SHENTEL's then current application process, including, but not by way of limitation, the payment of any fees due therefor for application review, structural analysis and post installation inspection.

TENANT will have full and free access to the Licensed Premises twenty-four (24) hours per day, seven (7) days per week, to perform maintenance or repairs to its equipment, however, only authorized engineers, employees or properly authorized contractors of TENANT or persons under TENANT's direct supervision will be permitted to enter the Licensed Premises. TENANT's authorized personnel or agents shall utilize SHENTEL's "Log In" system (<https://pcssmc.shentel.com>) before entering and exiting the Licensed Premises for any purpose. TENANT shall only use the access easement designated by SHENTEL to reach the Licensed Premises and shall use only tower crews authorized by SHENTEL. TENANT shall submit to SHENTEL a list of tower crews that will be used by TENANT along with their insurance certificates and contractor licenses and shall be pre-approved by SHENTEL prior to any work being done on SHENTEL's Tower.

SHENTEL reserves the right to make periodic inspection of any part of the Licensed Premises or TENANT's equipment as may be required by law, or which SHENTEL, in its sole discretion, deems appropriate, provided, however, any such inspections by SHENTEL are subject to reasonable notice to the TENANT and the TENANT's right to provide an escort to SHENTEL for any such inspections, except that the foregoing requirements of notice and escort shall not be applicable to any part of the Licensed Premises that is freely accessible to SHENTEL without any assistance or action by the TENANT. The making of periodic inspections or the failure to do so will operate neither to impose on SHENTEL any liability of any kind whatsoever nor to relieve TENANT of any responsibility, obligations, or liability assumed under this Agreement.

7. Plans and Specifications: TENANT shall submit to SHENTEL the following: (i) detailed site plans and specifications setting forth the proposed Equipment Area located within the perimeter of the Licensed Premises and the Tower Space (Exhibit "C" Site Plan); (ii) the type (make and model) and location of such antennas, equipment, and a list of all known frequencies licensed or assigned to TENANT by the Federal Communications Commission ("FCC") to be used at the Licensed Premises (Exhibit "B" Approved Equipment). TENANT shall not install any equipment or begin any work on the Licensed Premises until SHENTEL issues a NTP and approves, in writing, TENANT'S Site Plan, specifications, frequencies and Approved Equipment. Such approval is based on SHENTEL's reasonable/sole and absolute discretion. All attachments to the Tower by TENANT, and any structural reinforcement necessary to accommodate TENANT's loading, shall be made in accordance with the recommendations set forth in the structural analysis and subject to SHENTEL's supervision, which supervision will be provided in a timely fashion and will not unreasonably interfere with or delay TENANT's installation. TENANT shall be solely responsible for all expenses incurred in reinforcing the tower structure to accommodate any additional load or change in load by the TENANT. Notwithstanding the foregoing, if SHENTEL does not approve TENANT'S Site Plan, frequencies, or Approved Equipment, TENANT is restricted from any installation or further installation on the Tower.

8. Compliance: SHENTEL agrees that it shall comply with all rules and regulations of the FCC and the FAA and Environmental Laws, as defined herein. Applicable rules and regulations of the FCC and the FAA together with applicable Environmental Laws shall be referred to collectively as the "Regulations" which apply to SHENTEL's equipment and ownership, placement and maintenance of the Tower (including, without limitation, all required lighting and marking). Costs that result from modifications to the Tower to accommodate TENANT's Approved Equipment (including but not limited to the installation or modification of lighting and/or marking, or the reinforcement of the actual tower structure) or damage to the Tower caused by TENANT, or TENANT's agents, employees, or subcontractors, shall be the responsibility of TENANT and shall be payable by the TENANT within thirty (30) days of receipt of invoice for such repairs and/or modifications. Except for emergency repairs resulting from damage caused by TENANT, TENANT will be provided with an estimate of the cost of the repairs for damage caused by TENANT, or modifications required to accommodate TENANT's installation prior to any work being performed by SHENTEL. TENANT shall promptly notify SHENTEL in writing of any deficiency in or required maintenance to the Tower. If SHENTEL fails to make any specifically required repairs or respond to TENANT in writing regarding such repairs within thirty (30) days of the time such notification of repair is received by SHENTEL, TENANT may, upon written notification to SHENTEL setting forth the repairs that TENANT is undertaking and the estimated cost of such repairs, make the necessary repairs and the costs thereof shall be payable to TENANT by SHENTEL. All installations and operations in connection with this Agreement by TENANT shall comply with all Regulations. Under this Agreement, SHENTEL assumes no responsibility for the licensing, operation, and/or maintenance of TENANT's equipment.

9. TENANT's Duties: TENANT agrees that during each term of this Agreement, it will carry out and perform the following duties, obligations, and responsibilities:

(A) All construction will meet EIA standards RS-222E. TENANT will install no other improvements on the Licensed Premises without first obtaining the prior written consent of SHENTEL which consent shall not be unreasonably withheld. All of the above shall be at TENANT's expense and SHENTEL shall have the ability to charge additional Monthly Rent in the event Tenant's Approved Equipment exceeds that as described on Exhibit "B";

(B) TENANT shall not commence any construction at the site until construction drawings have been submitted, reviewed and approved by SHENTEL and an NTP has been issued;

(C) TENANT shall preserve existing waterways, tile systems, terraces, and draining ditches on the Licensed Premises;

(D) SHENTEL, at its expense, shall provide for the installation of a new electric service meter for TENANT's sole use, bring the electrical service to TENANT'S equipment cabinet, and pay the cost of TENANT's electric usage to the appropriate electric service utility pursuant to Section 7 of the Conditional Use Permit approved by the Board of Supervisors of the County of Warren, Virginia, dated April 16, 1996, and the provision of electricity thereof along with the provisions of this Agreement herein shall satisfy all of the requirements under Section 7 of the said Permit by SHENTEL.

It is hereby understood and agreed that SHENTEL shall not be responsible to TENANT for any electrical outages that may occur at the Licensed Premises or its Site, whether due to natural events or maintenance outages, and further, TENANT hereby releases SHENTEL from any liability, loss or cost incurred by TENANT for said disruptions of electrical service, and TENANT acknowledges that no backup electrical service will be supplied by SHENTEL in the event of any electrical outages.

SHENTEL agrees to contribute one half (1/2) of the cost of the purchase and installation of a generator and ancillary fuel tank, not to exceed Ten Thousand Dollars (\$10,000.00), to serve as a back-up to TENANT's electrical system. TENANT shall be responsible for all expenses related to the use, fuel consumption, maintenance and replacement of its backup system and no further contributions shall be required by SHENTEL during the term of this Agreement.

(E) TENANT shall not erect nor allow or permit to be erected any advertising or informational signs, or any other structures or improvements to be erected upon the Licensed Premises, other than improvements specifically described herein, without obtaining prior written approval of SHENTEL, which approval shall be granted or denied in SHENTEL's sole discretion;

(F) TENANT shall keep the Tower and the Site free and clear of all mechanic's and materialmen's liens arising from or relating to the installation, repair, maintenance, or removal of TENANT's equipment on or from the Tower or the Site and TENANT's structural enhancement of the Tower, if any, and for a one hundred twenty (120) day period after completion of the installation, repair, maintenance, or removal of TENANT's equipment on or from the Tower or the Site or any structural enhancements to the Tower. If a mechanic's or materialmen's lien is filed against the Tower or the Site as a result of TENANT's installation, repair, maintenance, or removal of TENANT's equipment on or from the Tower or the Site or structural enhancement of the Tower, TENANT shall cause any such lien to be bonded or discharged of record within twenty (20) days of being notified of the lien. If TENANT fails to bond or discharge the lien within such twenty (20) day period, SHENTEL, in addition to any other rights or remedies available at law or equity, shall have the right to discharge the lien by paying the amount claimed to be due or to bond the lien. Any amount paid by SHENTEL in discharging or bonding any lien together with all costs and expenses, including, without limitation, attorneys' fees and costs, shall be immediately

due and payable by TENANT upon demand from SHENTEL and to the extent allowed under Virginia law, TENANT agrees to indemnify and hold SHENTEL harmless from all such amounts; and,

(G) TENANT shall use best efforts to obtain, continue in effect and maintain all certificates, permits, authorizations and other approvals that are required by any Federal, State or Local authorities in order to permit TENANT to use the Licensed Premises in accordance with the use permitted by Section 5 hereof and all applicable laws, rules and regulations (collectively the "Governmental Approvals"). Upon request by SHENTEL, TENANT shall provide reasonable information concerning the status of TENANT's Governmental Approvals.

10. Indemnity: To the extent allowed under Virginia law, TENANT shall indemnify and hold SHENTEL harmless against any and all claims, expenses, damages, liability or loss from bodily injury or property damage, resulting from or arising out of its use and occupancy of the Licensed Premises by TENANT, its contractors, agents or employees, or which may arise out of TENANT's negligence or willful misconduct in connection with the Licensed Premises, excepting to the extent that such claims or damages are proven to be caused by the negligence or willful misconduct of SHENTEL. SHENTEL shall indemnify and hold TENANT harmless against any and all claims, damages, liability or loss incurred on account of the sole negligence or willful misconduct of SHENTEL. Except as otherwise provided herein, SHENTEL shall not be liable for injury or damage to any person or property occurring within or on the Licensed Premises unless caused by or resulting from the negligence or willful misconduct of SHENTEL. Neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special, or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

11. Insurance: TENANT, shall at its expense during each term of this Agreement maintain the following:

(A) Workers' Compensation: Workers' Compensation or other social insurance as required by the state or locality where TENANT's employees are domiciled.

(B) Employer's Liability: Employer's liability as follows:

- (1) Bodily Injury by Accident - \$500,000 each accident.
- (2) Bodily Injury by Disease - \$500,000 each employee.
- (3) Bodily Injury by Disease - \$500,000 policy limit.

(C) General Liability: Comprehensive general liability, including coverage for (i) operations and Licensed Premises; (ii) broad form property damage, including all XCU (explosion, collapse, underground) hazards; (iii) blanket contractual liability, including the indemnifications set forth in Section 11 hereof; (iv) products and completed operations liability, continuing and to remain in force for the period of this Agreement, and; (v) bodily injury and property damage, with a limit of coverage not less than \$2,000,000 per occurrence combined for bodily injury and property damage. SHENTEL requires that the "Other Insurance" provision in the TENANT's General Liability policy be amended to include:

"If other valid and collectible insurance is available to the additional insured (SHENTEL), the TENANT's insurance is primary and SHENTEL's insurance is noncontributory."

(D) Automobile Liability: Comprehensive automobile liability covering all owned, non-owned, and hired vehicles of TENANT, with a limit of no less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

(E) Umbrella: Comprehensive excessive liability ("umbrella") insurance of \$5,000,000 per occurrence.

(F) TENANT's Responsibility: TENANT shall cause its insurers and subcontractors and suppliers to name SHENTEL as an additional insured on the policies of liability insurance specified, and to waive rights of subrogation against SHENTEL, and furnish certificates of insurance to SHENTEL in a form acceptable to SHENTEL evidencing that the above insurance is in effect and otherwise complies with the requirements of this section. SHENTEL's name and address shall be listed on the certificate as follows:

Shenandoah Telecommunications Company and/or its subsidiaries
P. O. Box 459
Edinburg, VA 22824

SHENTEL shall have the right to inspect the insurance policies upon request. TENANT shall require its insurance carriers to give SHENTEL thirty (30) days written notice of the cancellation of any policy of insurance required hereunder.

(G) TENANT Liability: The carrying by TENANT of the insurance required herein shall in no way be interpreted as relieving TENANT of any other obligations it may have under this Agreement.

12. Default: If TENANT shall desert, vacate or abandon the Licensed Premises, if proceedings are commenced against TENANT in any court under a Bankruptcy Act or for the appointment of a Trustee or a Receiver of TENANT's property, if there shall be a default in the payment of Monthly Rent or any additional rent due hereunder or if there shall be a default in the performance of any other covenant, condition, or agreement herein contained on the part of TENANT for more than thirty (30) days after receipt of written notice of such default, SHENTEL shall have the right, in addition to all rights and remedies allowed at law or in equity, to accelerate the Monthly Rent due hereunder to be immediately due and owing and without terminating this Agreement, to re-enter or repossess the Licensed Premises, either by force, summary proceedings, surrender, or otherwise, and dispossess and remove TENANT from the Licensed Premises without being liable therefor and shall be entitled to recover its expenses, including, without limitation, all costs to remove the Approved Equipment and all attorney's fees and costs incurred. SHENTEL may relet the Licensed Premises or any part thereof and TENANT shall pay SHENTEL the difference between the rent to be paid for the term remaining under this Agreement at the time of re-entry or repossession and minus, the amount, if any, received or to be received under such reletting for such remaining term, together with all attorney's fees and costs expended in the seizing and removal of TENANT's equipment, property, and fixtures.

13. Duties upon Expiration or Termination: TENANT, upon expiration, or earlier termination of this Agreement, shall, within thirty (30) days, remove its equipment, personal property, and fixtures and restore the Licensed Premises to its original condition, reasonable wear and tear excepted.

If TENANT fails to remove its equipment at the expiration of the Agreement without a written consent from SHENTEL, such failure shall be deemed to extend the terms of this Agreement on a month-to-month basis under the same terms and conditions herein except that (i) a monthly rental fee shall

be due on or before the first day of every calendar month during such month-to-month term in an amount equal to 150% of the Monthly Rent in effect for the last month of the Term ("**Holdover Fee**"), such Holdover Fee to escalate annually on the anniversary of the Commencement Date by an amount equal to 6% of the Holdover Fee in effect for the month immediately prior to the month in which escalation takes place, and (ii) the month-to-month extension shall be terminable upon 15 days' prior written notice from either SHENTEL or TENANT to the other; provided, however, nothing contained herein shall grant TENANT the unilateral right to extend the Term of this Agreement after the expiration of the Term. In addition to the Monthly Rent payable to SHENTEL in the event of an extension, to the extent allowed under Virginia law, TENANT agrees to indemnify and hold SHENTEL harmless from all losses, costs, damages, and expenses (including reasonable attorneys' fees) arising out of or in connection with the extension, the operation of the Approved Equipment at the Tower Site and TENANT's failure to perform all of its obligations under this Agreement at the termination or earlier expiration of this Agreement. If TENANT fails to remove all of its equipment, personal property, and fixtures within thirty (30) days after the termination of this Agreement or any holdover extension, SHENTEL shall have the right, at its sole option and discretion, but not the obligation to remove and dispose of such equipment, personal property and fixtures without any liability or responsibility to TENANT and TENANT shall be responsible to SHENTEL for all costs and expenses including attorney's fees incurred by SHENTEL in such removal and disposition.

14. Applicable Law: This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Licensed Premises is located.

15. Assignment/Subleasing: TENANT may not assign this Agreement as a whole, or any portion of TENANT's rights, title and interests hereunder without SHENTEL's prior written consent; *provided, however*, that SHENTEL's consent will not be required for an assignment to (i) any person or entity which is directly or indirectly (through one or more subsidiaries) controlled by, controlling or under common control with TENANT, (ii) is the successor or surviving entity by a merger or consolidation of such entity pursuant to applicable law, or (iii) purchases substantially all the assets of TENANT (collectively, "**Permitted Affiliate**"). For the purpose of this section "control" means ownership, directly or indirectly, of 50% or more of the voting stock, equity or beneficial interest or a general partner of any partnership, and the ability to effectively control or direct the business of TENANT. In no event may TENANT sublet, sublease, or permit any other similar use of the Tower, Site or Licensed Premises by any other party. Any permitted assignee shall expressly assume and become bound by all of TENANT's obligations under this Agreement. SHENTEL may freely assign or transfer this Agreement and in such event SHENTEL shall be relieved of all of its obligations under this Agreement from and after the date of such assignment or transfer. Notwithstanding anything to the contrary, SHENTEL may condition its consent to any assignment, or among other things, (i) require that the assignee execute a new form of agreement so long as the Monthly Rent and Initial and Renewal Terms of such agreement are consistent with those set forth in this Agreement, and (ii) requiring the assignee to demonstrate that it maintains at the time of such assignment, as evidenced by current financial statements provided to SHENTEL, a financial position reasonably demonstrating the ability of such assignee to meet and perform the obligations of TENANT hereunder through the unexpired balance of the Term. Any purported assignment by TENANT in violation of the terms of this Agreement shall be void. This Agreement shall be binding upon the successors and permitted assigns of both Parties.

TENANT agrees that it shall not (a) mortgage or encumber this Agreement, voluntarily or by operation of law (except for collateral assignments to the extent provided below) or (b) sublet or permit the Licensed Premises or any part thereof to be used by others without prior written consent of SHENTEL, which consent may be granted or withheld at SHENTEL's sole discretion.

TENANT may assign, mortgage, pledge, hypothecate or otherwise transfer its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom TENANT (i) has

obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof without the consent of SHENTEL. Such collateral assignment shall not constitute assumption of any obligations under this Agreement by TENANT's financing entity unless and until TENANT defaults under TENANT's financing arrangements and TENANT's financing entity seeks to take control of this Agreement. In such event, TENANT's financing entity may, but shall have no obligation to, take control of the Licensed Premises in its name, in the name of TENANT or otherwise, or take such actions as TENANT's financing entity may, at any time or from time to time, deem necessary to utilize the Licensed Premises governed by this Agreement; provided, however, that before TENANT's financing entity may take control of this Agreement, TENANT's financing entity must cure all defaults of TENANT, including payment of all sums due or set to become due under this Agreement and further provided that TENANT's financing entity must assume all of the obligations of TENANT under this Agreement. TENANT hereby acknowledges for itself and its financing entities that this Agreement shall control over any provision which is, or which may appear to be, contrary to this Agreement contained in the collateral assignment. Under no circumstances shall any assignment or collateral assignment be construed to allow subordination by any person of the leasehold title interest of SHENTEL under this Agreement. This Agreement shall extend to and bind the heirs, personal representatives, successors, and permitted assigns of the parties hereto.

16. Notice: Any notice or demand made pursuant to this Agreement shall be sufficiently given if made in writing by certified mail, postage prepaid or via nationally recognized overnight courier service, or other delivery method providing verification of delivery (email is not constituted as an acceptable form of delivery), and addressed to the intended parties as follows (or any other address that the party to be notified may have designated to the sender by like notice):

TENANT: Warren County, Virginia
Office of the Sheriff
200 Skyline Vista Drive
Front Royal, VA 22630

SHENTEL: Shenandoah Mobile, LLC
ATTN: Lease Administration
P.O. Box 459
500 Shentel Way
Edinburg, VA 22824

Copy to: Shenandoah Mobile, LLC
ATTN: General Counsel
P.O. Box 459
500 Shentel Way
Edinburg, VA 22824

Notice shall be effective as of the earlier of three (3) days after the date of the postmark, if sent by U.S. mail, or the date of actual delivery as evidenced by the delivery receipt.

17. Miscellaneous: SHENTEL and TENANT both represent and warrant that no officer, employee, or agent of either party has been or will be paid any sum or offered any gift, gratuity, employment, or other consideration by or from either party, its affiliates or agents in connection with assistance in obtaining, arranging, negotiation, or continuation of this Agreement.

18. Casualty: In the event that the Tower is destroyed or substantially damaged by casualty, SHENTEL may, within ninety (90) days of the event of casualty, elect to either repair and restore the Licensed Premises or terminate this Agreement without any liability to TENANT. If SHENTEL elects to repair and restore the Licensed Premises, SHENTEL shall promptly undertake all necessary work to accomplish the same, and upon completion thereof, TENANT shall reoccupy the Licensed Premises and continue to be bound by this Agreement. Provided that the casualty was not caused by the acts or omission of TENANT, rent during the period of repair and restoration shall be abated until such time as TENANT can reoccupy the Licensed Premises. Provided that the casualty was not caused by the acts or omission of TENANT, in the event of casualty, TENANT shall have the option to terminate this Agreement after ninety (90) days of the event of casualty should Shentel fail to restore the Licensed Premises to commercially usable condition, without any liability or further obligation except those that expressly survive termination of this Agreement. Under no circumstances shall SHENTEL be liable to TENANT for any damage to, or costs of restoring the Licensed Premises, Approved Equipment or TENANT's other property damaged as a result of such event of casualty.

19. Hazardous Substances: TENANT represents and warrants that it will not store, dispose or treat any hazardous substances on the Licensed Premises. SHENTEL shall indemnify and hold harmless TENANT from any and all claims, damages, losses, liabilities and expenses, including attorney's fees, arising from the presence of any hazardous substances being or having been on or under the Licensed Premises at any time prior to the date hereof. To the extent allowed under Virginia law, TENANT shall indemnify and hold harmless SHENTEL from any and all claims, damages, losses, liabilities and expenses, including attorney's fees, arising from TENANT's use or operation of the Licensed Premises. During the Term of this Agreement, the parties shall notify each other if either is aware of the presence of any hazardous substance on or under the Licensed Premises in quantities and manner that subject it to regulation. Hazardous substance shall mean any substance regulated by any Environmental Law. "Environmental Law" shall mean all Federal, state and locality laws dealing with environmental issues, together with all rules, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits pertaining to the environment or natural resources and all regulations pertaining thereto.

Pursuant to OSHA Hazard Communication Standard, Title 29 C.F.R. §1910.1200, if either party hereto utilizes any hazardous substance in its operations, such use shall be in compliance with all Environmental Laws. Furthermore, the party utilizing such hazardous substance shall provide the other party with all Material Safety Data Sheets ("MSDS") for any hazardous substances in any area of the Licensed Premises. MSDSs will be supplied for any other hazardous substances introduced into such areas by SHENTEL during the term of this Agreement.

20. Debarment: TENANT certifies that it has never been debarred, suspended, or proposed for debarment by any unit of government. TENANT warrants that it will notify SHENTEL in writing within seventy-two (72) hours should it be debarred, suspended, or proposed for debarment by any unit of government during the term of this Agreement. Such notice shall include TENANT's knowledge of the reasons for the debarment or suspension action, compelling reasons for SHENTEL continuing to do business with TENANT, and systems and procedures TENANT has established to ensure that no further actions forming the basis for such debarment or suspension will occur.

21. Confidentiality: The parties shall keep confidential the terms and conditions of this Agreement, except as reasonably necessary for performance hereunder and except to the extent disclosure may be required by applicable laws or regulations, in which latter case, the party required to make such disclosure shall promptly inform the other party prior to such disclosure to enable that party to make known any objections it may have to such disclosure. Absent prior written approval of SHENTEL, TENANT shall

not publish or distribute any promotional literature mentioning the name or marks of SHENTEL, or any of its affiliates.

22. Quiet Possession: SHENTEL represents and warrants that it has full right and authority to enter into this Agreement and that TENANT shall, upon paying the rent and all other sums due under this Agreement, and observing all other covenants and conditions herein upon its part to be observed, peaceably and quietly hold and enjoy the Licensed Premises during the Term of this Agreement subject to the conditions of this Agreement, applicable governmental laws, regulations and rules, matters of record and rights of other tenants and mortgagees.

23. Entire Agreement: It is agreed and understood that this Agreement contains all agreements, promises, and understandings between SHENTEL and TENANT and that no verbal or oral agreements, promises, or understandings shall be binding upon either SHENTEL or TENANT in any dispute, controversy, or proceeding at law, and any addition, variation, or modification to this Agreement shall be void and ineffective unless made in writing signed by the parties.

24. Headings: Paragraph headings contained herein are inserted for convenience and shall have no effect on the interpretation or construction of this Agreement.

25. Successors and Assigns: Subject to Section 15, this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto

26. Subordination: This Agreement shall be subordinate to any mortgage or other security interest by SHENTEL and/or the Prime Lease which from time to time may encumber all or part of the Property or right-of-way. TENANT shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event any proceedings are brought for the foreclosure of any such mortgage or security interest or any deed in lieu thereof, TENANT shall attorn to the **purchaser** or any successors thereto upon any such foreclosure sale or deed in lieu thereof as so requested by such purchaser as SHENTEL under this Agreement and agrees to execute whatever instruments may be reasonably requested to evidence such attornment.

27. Estoppel Certificate: Each party agrees to furnish to the other, within fifteen (15) days after request, such truthful estoppel information as the other may reasonably request.

28. Waiver: Failure on the part of either party to insist upon strict compliance by the other with any of the terms, covenants or conditions hereof shall not be deemed a waiver of any subsequent breach.

29. Severability: The invalidity or unenforceability of any provision hereof, or the application of any provision hereof to any circumstances, shall in no way affect the validity or enforceability of any other provision or the application of such provision to any other circumstances.

(Remainder of page intentionally blank – signatures on next page.)

IN WITNESS WHEREOF, each Party, intending to be legally bound, has caused this Agreement to be executed by its duly authorized representative, provided, however, that this Agreement shall not become effective as to either party until executed by both Parties.

SHENTEL: SHENANDOAH MOBILE, LLC

By: [Signature] (SEAL)William L. Pirtle, Senior Vice President –
WirelessDate: 8.24.18

TENANT: COUNTY OF WARREN, VIRGINIA

By: [Signature] (SEAL)Name: DOUGLAS P. STANLEYTitle: County AdministratorDate: 8.16.2018

STATE OF VIRGINIA AT LARGE, To-Wit:

The foregoing Site License Agreement was acknowledged before me, a Notary Public in and for the State of Virginia At Large, in Warren County, Virginia, in Warren County, Virginia, on this 16th day of August, 2018, by Douglas P. Stanley, the County Administrator of the County of Warren, Virginia, a Political Subdivision of the Commonwealth of Virginia, on behalf of the Warren County Sheriff's Office, the "TENANT" herein.

My commission expires: 08/31/2018.Registration # 7610926

[Signature]
Notary Public

(SEAL)



TENANT Site Name: Applewood

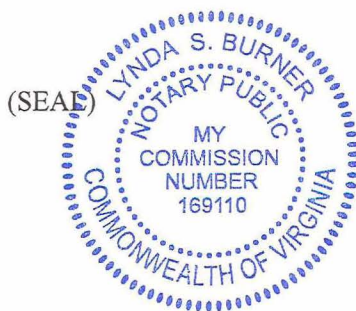
SHENTEL Site ID #03001
SHENTEL Site Name: Linden

STATE OF VIRGINIA AT LARGE, To-Wit:

The foregoing Site Agreement was acknowledged before me, a Notary Public in and for the State of Virginia At Large, in Shenandoah County, Virginia, on this 24th day of August, 2018, by William L. Pirtle, Senior Vice President – Wireless, on behalf of Shenandoah Mobile, LLC, a Virginia limited liability company, "SHENTEL" herein.

My commission expires: 7/31/19.

Registration # 169110



Lynda S. Burner
Notary Public

Exhibit "A"

PROPERTY (Legal Description)

A tract of real estate containing 10,000 square feet, more or less, being located on a portion of real estate more particularly described in a deed dated the 1st day of March, 1944, between Tracie W. Robinson, unmarried, Annie Robinson Curtis (nee Annie Virginia Robinson) and Raymond W. Curtis, her husband, and William Vincent Robinson recorded in the Clerk's Office of the Circuit Court of Warren County, Virginia, in Deed Book 56, Page 400, as follows:

"Those certain tracts or parcel of land lying and being in Warren County, Virginia, in Front Royal Magisterial District (now Happy Creek District), near Wapping, adjoining the lands of Thomas R. Owens, C. W. Morrison, Mrs. H. H. Downing, C. R. Gore and others, supposed to contain in the neighborhood of two hundred (200) acres, which real estate was owned by Mrs. Emma Saffell Robinson and Vincent Robinson."

The above described real estate is the same real estate devised to Terry T. Curtis (a/k/a Terry Lee Curtis) in the Last Will and Testament of William Vincent Robinson dated February 16, 1983, probated on November 25, 1992, and recorded in the Clerk's Office of the Circuit Court of Warren County, Virginia, in Will Book 29, Page 754; and by Deed of Gift dated the 15th day of August, 2004, between Lucy Alice Robinson Search (previously Lucy Alice Robinson), a widow, and Terry T. Curtis (a/k/a Terry Lee Curtis) recorded in the aforesaid Clerk's Office as Instrument #040011445, Page 30. Terry T. Curtis departed this life on October 27, 2015, leaving his surviving spouse, Nancy S. Curtis, as the fee simple owner of the real estate.

TENANT Site Name: Applewood

SHENTEL Site ID #03001
SHENTEL Site Name: Linden

Exhibit "B"

APPROVED EQUIPMENT

See Attached Tenant Plans and Specifications

Dated 6/12/2018



TENANT PLANS AND SPECIFICATIONS

500 Shentel Way, P. O. Box 459, Edinburg, VA 22824

PROJECT ID:	03001WCS7771	APPLICATION TYPE:	Initial Equipment Installation
Agreement Title:	Site License Agreement		
SITE INFORMATION			
SHENTEL Site ID:	03001	SHENTEL Site Name:	Linden
Site Address (County):	627 Massanutten Mountain Road, Front Royal, VA 22630 (Warren)		
Latitude (NAD 83):	38° 54' 22.3" N	Longitude: (NAD 83):	-78° 7' 15.0" W
Ground Elevation:	1252.3 Ft. AMSL	Structure Type:	Self-Supporting Tower
FCC ASRN:	1022794	Structure Height:	240 Ft. AGL
TENANT INFORMATION			
Tenant Name:	Warren County, Virginia	Tenant Entity:	Warren County Sheriff's Office
Company Address:	220 N. Commerce Avenue, Front Royal, VA 22630		
Tenant Site ID:	N/A	Tenant Project ID or FA #:	N/A
Tenant Site Name:	Applewood	NOC Telephone Number:	-
Authorized Representative:	Douglas P. Stanley	Authorized Representative's Title:	County Administrator
TENANT NETWORK CONFIGURATION			
Tower Location:	100, 135 & 225 Ft. AGL	Tower Vertical Space [Bottom – Top Hgt. Limit]:	99-101, 135-155.8 & 218.67 - 239.33 Ft. AGL
Tower Mounted Equipment Inventory:	(2) Antennas	(1) MWs	(1) Extras (4) Feed-line(s)
TENANT GROUND SPACE AND UTILITY SERVICE INFORMATION			
*When requesting ground space, do not include a buffer around your desired physical footprint. Shentel, at its sole discretion, will provide a non-exclusive buffer between your installation and other proposed and/or existing tenants to allow for access and maintenance.			
Total Lease Area Square feet:	70.0 Sq. Ft.	Power Requirements:	Approved power source present
Lease Area Dimensions:	7 ft. W X 10 ft. L; 70 Sq. Ft.	Pad/Platform Dimensions:	7 Ft. W X 10 Ft. L; 70 Sq. Ft.
Shelter Dimensions:	0 Ft. W X 0 Ft. L; 0 Sq. Ft.	Shelter Mfg. & Model:	N/A
Additional Ground Space Dimensions and Lease Area:		0.0 ft. W x 0.0 ft. L; 0.0 Sq. Ft.	
Electric Provider:	Rappahannock Electric Cooperative	Power service available?	☒ Yes ☐ No
Telco Provider:	TBD	Is Telco service available?	☒ Yes ☐ No
Backhaul Provider:	Shentel FTTT	Is Fiber available?	☒ Yes ☐ No
BACK-UP GENERATOR INFORMATION			
Generator Required?	Yes	If Yes, what is the fuel type?	TBD
Gen. Lease Area:	TBD	Fuel Tank Pad/Platform Dimensions:	TBD
Gen. Platform/Pad Dimensions & Area:	TBD Sq. Ft.	Spark Zone Required:	☐ Yes ☐ No
Spark Zone Radius:	TBD	Spark Zone Area:	TBD Sq. Ft.
TOWER MOUNT DESCRIPTION:		Tenant Name:	Warren County Sheriffs Depatment
Tower Leg Pipe Mount		Tower Mount Level1:	225 Ft. AGL
Tower Leg Pipe Mount		Tower Mount Level2:	135 Ft. AGL
Dish Mount		Tower Mount Level3:	100 Ft. AGL
TOWER MOUNTED EQUIPMENT INVENTORY "APPROVED COMMUNICATIONS EQUIPMENT"			
QTY	EQUIPMENT TYPE	MANUFACTURER & MODEL	EQUIPMENT DIMENSIONS/WEIGHT (lbs.)
(2)	VHF Antenna	RFI BA80-41-DIN	248" L x 11" W x 11" D (68 lbs.)
(1)	MW/Dish	Commscope VHLP2-11W-6WH/A	26" L x 26" W x 9.9" D (23.8 lbs.)
(1)	ODU	DragonWave Horizon Compact+	5.91" L x 9.6" W x 8.7" D (7.5 lbs.)



TENANT PLANS AND SPECIFICATIONS

500 Shentel Way, P. O. Box 459, Edinburg, VA 22824

TRANSMISSION LINE INVENTORY						
LINE #	Quantity	Line Diameter – Type and Stacking Arrangement		Feed-line Placement at Base of Tower		
1	(2)	7/8" Heliax (AVA50)		F9		
2	(1)	F/O Cable		F9		
3	(1)	DC Power Cable		F9		
TRANSMITTING ANTENNA SPECIFICATIONS						
Ant #	Antenna (Make and Model)	Antenna Type	TX Frequency Range	Antenna Gain	Total ERP Watts	Antenna Centerline
1	RFI BA80-41-DIN	VHF Antenna	153-157 MHz	6 dBd	225 W	225 Ft.
2	RFI BA80-41-DIN	VHF Antenna	153-157 MHz	6 dBd	225 W	135 Ft.
3	Commscope VHLP2-11W-6WH/A	MW/Dish	10-11 GHz	34.7 dBi	57.7	100 Ft.
FCC Call Sign(s):		TBD				

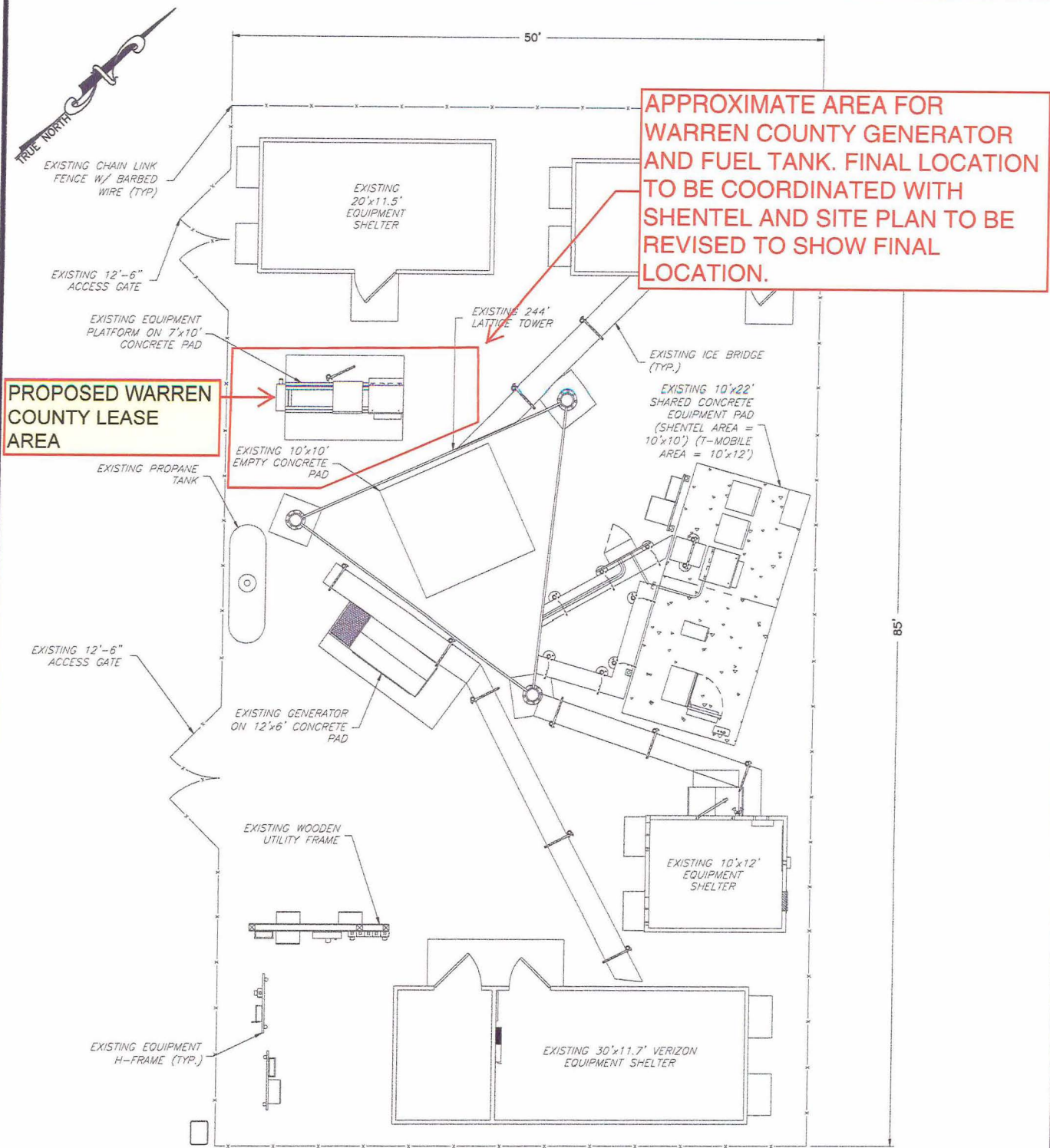
TENANT Site Name: Applewood

SHENTEL Site ID #03001
SHENTEL Site Name: Linden

Exhibit "C"

SITE PLAN

See Compound Plan dated July 12, 2017



COMPOUND PLAN



NB+C ENGINEERING SERVICES, LLC.
 8521 SIX FORKS ROAD, SUITE 105
 RALEIGH, NC 27615
 919-681-7025



SHENTEL SITE ID: 03001
 SHENTEL SITE NAME: LINDEN
 627 MASSANUTTEN MOUNTAIN ROAD
 FRONT ROYAL, VA 22630
 WARREN COUNTY

SUBMITTALS

REV	DATE	BY
FINAL SITE AUDIT	12/11/17	OP

SP-2

SITE INFORMATION

SITE VISIT BY: JD, NE
DATE: 07/12/17
LAT (NAD 83): 38° 54' 22.31"
LONG (NAD 83): -78° 07' 14.99"

SHEET 4 OF 19

TENANT Site Name: Applewood

SHENTEL Site ID #03001
SHENTEL Site Name: Linden

Exhibit "D"

PRIME LEASE

Site Agreement dated April 9, 2003, by and between Terry T. Curtis and Shenandoah Mobile Company, predecessor to Shenandoah Mobile, LLC, a Virginia limited liability company.

SITE AGREEMENT

Site Name: Linden

Site I.D. TWR001

1. Premises and Use. Owner, as the owner of real property as described in Exhibit A ("Property"), leases to Shenandoah Mobile Company, a Virginia corporation ("SHENTEL"), the site described below:

[Check appropriate box(es).]

- ☒ Land consisting of approximately 10,000 square feet upon which SHENTEL will construct its ☒ equipment base station and ☒ antenna structure;
- ☐ Building interior space consisting of approximately _____ square feet;
- ☐ Building exterior space for attachment of antennas;
- ☐ Building exterior space for placement of base station equipment;
- ☐ Tower antenna space between the _____ foot and _____ foot level on the Tower;
- ☒ Site shall include space for cable runs to connect communications equipment and antennas, in the location(s) (collectively, the "Site") shown on Exhibit A, together with a non-exclusive easement(s) for unrestricted access thereto and to the appropriate, in the discretion of SHENTEL, source of electric and telephone facilities. SHENTEL shall be entitled to use the Site for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, telecommunications service system facilities, including, without limitation, antenna equipment, cable wiring, fiber optic facilities, CATV, back-up power sources (including generators and fuel storage tanks), related fixtures, an antenna structure, and such fencing as is necessary to reasonably restrict access to the facilities. SHENTEL will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants. SHENTEL shall have access to the Site 24 hours per day, 7 days per week at no additional cost.

2. Term. The term of this Agreement (the "Initial Term") is five years, commencing on May 1, 2003. This Agreement will be automatically renewed for seven additional terms (each a "Renewal Term") of five years each, unless SHENTEL provides Owner notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term. Upon the Commencement Date, SHENTEL shall have access to the Property to perform such tests and studies as SHENTEL may deem necessary to determine the suitability of the Site for SHENTEL's intended operations. Owner shall reasonably cooperate with such tests and studies, provided SHENTEL does not unreasonably interfere with the operation of the Property.

3. Rent. Until the date, which is 60 days after the issuance of a building permit, rent will be a one-time aggregate payment of _____ the receipt of which Owner hereby acknowledges. (Preceding sentence not applicable.) Thereafter, rent will be paid in equal monthly installments _____ (until increased as set forth herein), partial months to be prorated, in advance. Rent for each Renewal Term will be the annual rent in effect for the final year of the Initial Term or prior Renewal Term, as the case may be, increased by _____

4. Title and Quiet Possession. Owner represents and agrees (a) that it is the fee owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that SHENTEL is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as SHENTEL is not in default beyond the expiration of any cure period; (e) that Owner shall not have unsupervised access to the Site or to the PCS equipment; (f) that the site is free and clear of any restrictive covenants, restrictions, liens or mortgages (other than mortgages for which a non-disturbance agreement has been executed), which would interfere with SHENTEL's rights to or use of the Site; and (g) that the execution and performance of the Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Owner.

5. Assignment/Subletting. SHENTEL shall have the right to sublease or assign its rights under this Agreement without (i) notice to, (ii) consent of, or (iii) additional compensation to Owner.

6. Notices. All notices must be in writing and are effective upon delivery when personally delivered, three days after deposit in the U.S. mail, certified and postage prepaid or one day after deposit with certified overnight delivery (such as UPS). Notices to SHENTEL are to be sent to Shenandoah Mobile Company, P.O. Box 459, 124 South Main Street, Edinburg, VA 22824. Notices to Owner must be sent to the address shown underneath Owner's signature. Either party may change the address for notice upon written notification to the other.

7. Improvements. SHENTEL may, at its expense, make such improvements on the Site, as it deems necessary from time to time for the operation of its telecommunications systems. Owner agrees to cooperate with SHENTEL with respect to obtaining any required zoning approvals for the Site and such improvements. Upon termination or expiration of this Agreement, SHENTEL may remove its equipment and improvements and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss.

8. Compliance with Laws. Owner represents that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. SHENTEL will substantially comply with all applicable laws relating to its possession and use of the Site.

9. Interference. SHENTEL will resolve technical interference problems with other equipment located at the Site on the Commencement Date or any equipment that becomes attached to the Site at any future date when SHENTEL desires to add additional equipment to the Site. Likewise, Owner will not permit or suffer the installation of any future equipment, or modification of existing equipment, which (a) results in technical interference problems with SHENTEL's then existing equipment or (b) encroaches onto the Site.

10. Utilities. Owner represents that utilities adequate for SHENTEL's use of the Site are available. SHENTEL will pay for all utilities used by it at the Site. Owner will cooperate with SHENTEL in SHENTEL's efforts to obtain utilities from any location provided by Owner or the servicing utility, including signing any easement or other instrument reasonably required by the utility company.

11. Termination. SHENTEL may terminate this Agreement at any time by notice to Owner without further liability if SHENTEL does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the Site, or if any such approval is canceled, expires or is withdrawn or terminated, or if Owner fails to have proper ownership of the Site or authority to enter into this Agreement, or if SHENTEL, for any other reason, in its sole discretion, determines that it will be unable to use the Site. Upon termination, all prepaid rent will be retained by Owner unless such termination is due to Owner's failure of proper ownership or authority, or such termination is a result of Owner's default.

12. Default. If either party is in default under this Agreement for a period of (a) 15 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30-day period and proceeds with due diligence to fully cure the default.

13. Indemnity. Owner and SHENTEL each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the ownership, use and/or occupancy of the Site by the indemnifying party. This indemnity does not apply to the extent claims arise from the negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Paragraph will survive termination of this Agreement.

14. Hazardous Substances. Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. SHENTEL will not introduce or use any such substance on the Site in violation of any applicable law.

15. Subordination and Non-Disturbance. Owner will use diligent efforts to obtain a non-disturbance agreement reasonably acceptable to SHENTEL from the holder of any mortgage or deed of trust on the Property providing that so long as SHENTEL is not in default under this Agreement, such holder shall not, nor shall any trustee or other party in the exercise of any rights under any deed of trust or other security document, disturb or interfere with SHENTEL's right to remain in possession of the Site or SHENTEL's right to enjoy all of the rights and privileges set forth in this Agreement. Should Owner, at any time during the term of this Agreement, sell all or any part of the Property herein leased to SHENTEL such sale shall be subject to this Agreement.

16. Taxes. SHENTEL will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the communications facility on the Site. Owner will pay when due all real estate taxes and assessments attributable to the property of Owner of which the Site is a part.

17. Insurance. SHENTEL will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to

Owner within 30 days of written request. Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the waiving party, or is of the sort that a prudent owner would cause to be covered by insurance. Each party will cause each insurance policy obtained by it to provide that the Insurance Company waives all rights of recovery against the other party in connection with any damage covered by such policy.

18. Maintenance. SHENTEL will be responsible for repairing and maintaining the PCS system and any other improvements installed by SHENTEL at the Site in a proper operating and reasonably safe condition; provided, however if any such repair or maintenance is required due to acts of Owner, its agents or employees, Owner shall reimburse SHENTEL for the reasonable costs incurred by SHENTEL to restore the damaged areas to the condition which existed immediately prior thereto. Owner will maintain and repair all other portions of the property of which the Site is a part in a proper operating and reasonably safe condition.

19. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Site is located; (c) If requested by SHENTEL, Owner agrees promptly to execute and deliver to SHENTEL a recordable Memorandum of this Agreement in the form of Exhibit B; (d) this Agreement (including the Exhibits) constitutes the entire agreement between the parties and supercedes all prior written and verbal agreements, representations, promises or understandings between the parties; Any amendments to this Agreement must be in writing and executed by both parties; (e) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

20. Non-Binding Until Fully Executed. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and shall not be binding on either party until and unless it is fully executed by both parties.

OWNER:

SHENTEL:

SHENANDOAH MOBILE COMPANY

Terry T. Curtis
Terry T. Curtis
65 Walnut Drive 50C
Christiansburg, VA 24073

By: Christopher E. French
Christopher E. French, President

Shenandoah Mobile Company
Post Office Box 459
Edinburg, VA 22824
Attention: Site Management

SSN: [REDACTED]

Date: 4-14-2003

Date: April 9, 2003

The following Exhibits are attached to and made a part of this Agreement: Exhibits A, B, C and D.

STATE OF VIRGINIA,

COUNTY/CITY OF Montgomery, To-Wit:

The Site Agreement acknowledged before me, a Notary Public in and for the jurisdiction aforesaid, on this

14 day of April, 2003, by Terry L. Curtis, the "Owner" herein.

My commission expires: FEB. 28 2007.

Michael Barber

Notary Public

(SEAL)

STATE OF VIRGINIA AT LARGE, To-Wit:

The foregoing Site Agreement was acknowledged before me, a Notary Public in and for the State of Virginia At

Large, in Shenandoah County, Virginia, on this 10th day of April, 2003, by Christopher E. French, President of Shenandoah Mobile Company "SHENTEL".

My commission expires: 5/31/05.

Paula P. Lam

Notary Public

(SEAL)

EXHIBIT A

Site Name: Linden

Site I.D. TWR001

Site Agreement

Site Description

Site situated at 627 Massanutten Mountain Road, Front Royal, Virginia.

Legal Description: A tract of real estate measuring 100 feet by 100 feet (10,000 square feet, more or less) being located on a portion of real estate more particularly described in a Deed dated the 1st day of March, 1944, between Tracie W. Robinson, unmarried, Annie Robinson Curtis (nee Annie Virginia Robinson) and Raymond W. Curtis, her husband, and William Vincent Robinson, recorded in the Clerk's Office of the Circuit Court of Warren County, Virginia, in Deed Book 56, Page 400, as follows:

"Those certain tracts or parcels of land lying and being in Warren County Virginia, in Front Royal Magisterial District (now Happy Creek District), near Wapping, adjoining the lands Thomas R. Owens, C. W. Morrison, Mrs. H. H. Downing, C. R. Gore and others, supposed to contain in the neighborhood of two hundred (200) acres, which real estate was owned by Mrs. Emma Saffell Robinson and Vincent Robinson."

The above described real estate is the same real estate devised to Terry T. Curtis (a/k/a Terry Lee Curtis) in the Last Will and Testament of William Vincent Robinson dated February 16, 1982, probated on November 25, 1992, and recorded in the Clerk's Office of the Circuit Court of Warren County, Virginia, in Will Book 29, Page 754.

Sketch of Site: Attached.

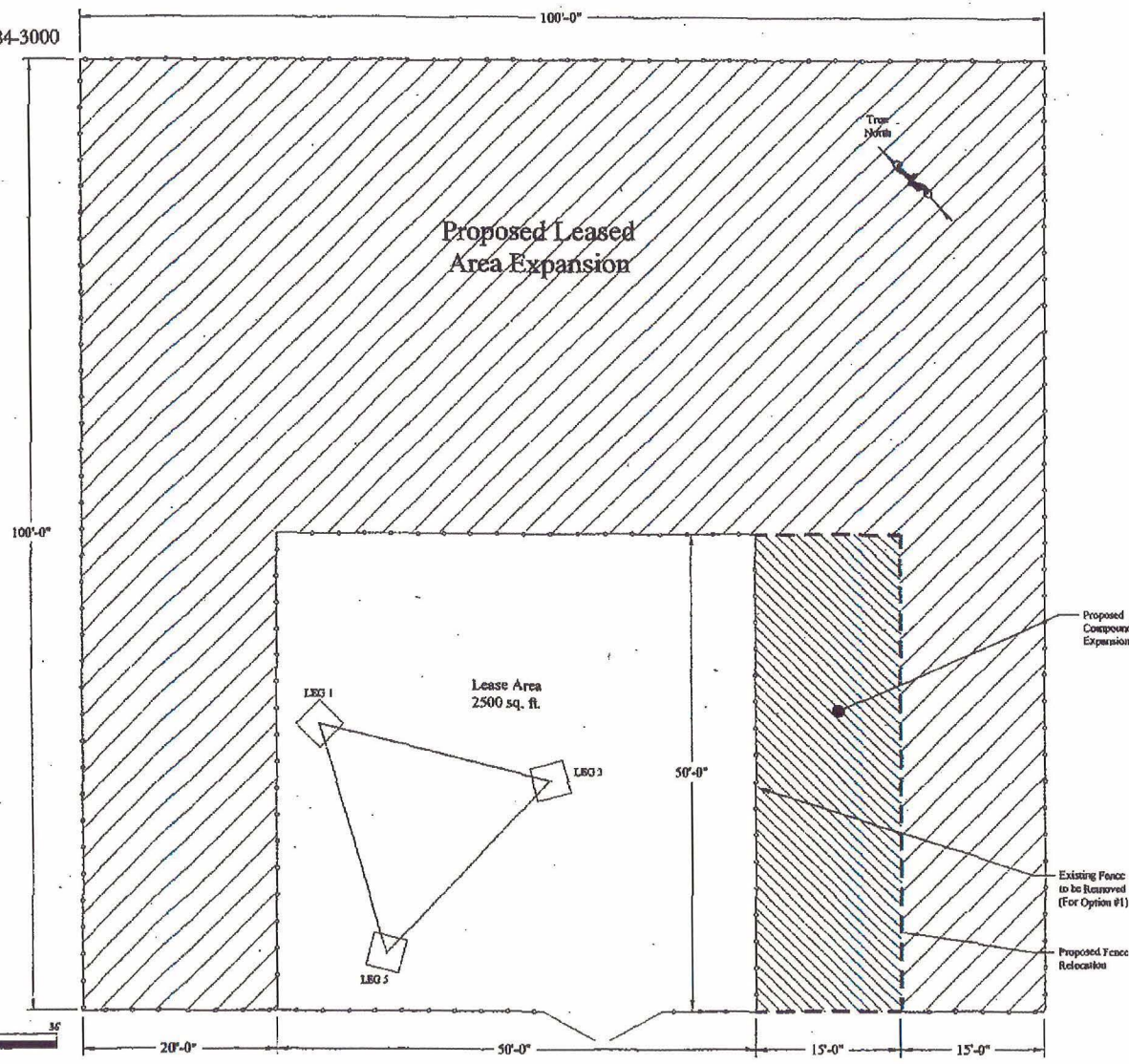
SHENTEL

~~XXXXX~~ Initials 19

Owner

~~SHENTEL~~ Initials JLC

Note: Owner and SHENTEL may, at SHENTEL's option, replace this Exhibit with an Exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.



SHENTEL
APPROVALS
Owner _____
Property _____
Implementation _____
R.F. Engineer _____
Construction _____
Linden
Warren County
Front Royal, Va
Site 001
Site
Layout
March 13, 2003

EXHIBIT B

Prepared By and Return To:

Shenandoah Mobile Co.
P.O. Box 459
124 South Main Street
Edinburg, Virginia 22824

Tax Parcel # Lot 20, Tax Map 31

Site Name: Linden

Site I.D. TWR001

This Memorandum evidences
_____, 2003,
MOBILE COMPANY, a Virginia
are incorporated herein by referen

Such Agreement provides in part t
Happy Creek Magisterial District
Exhibit A attached hereto, with g
telephone facilities for a term of .
additional five (5) year optional ex

IN WITNESS WHEREOF, the part

*Initials
Only*

se

ered into by written Site Agreement dated
wner"), Lessor/Grantor, and SHENANDOAH
e/Grantee, the terms and conditions of which

n site ("Site") located off of U. S. Route 55, in
the property of Owner which is described in
rights of access thereto and to electric and
y 1, 2003, which term is subject to seven (7)

n as of the day and year first above written.

OWNER:

Terry T. Curtis
65 Walnut Drive
Christiansburg, VA 24973

SHENTEL:

SHENANDOAH MOBILE COMPANY

By: _____
Christopher E. French, President

Shenandoah Mobile Company
124 South Main Street
P. O. Box 459
Edinburg, VA 22824

SHENTEL

~~Owner~~ Initials 19

Owner

~~SHENTEL~~ Initials 27C

STATE OF VIRGINIA,

COUNTY/CITY OF _____, To-Wit:

The foregoing Memorandum of Lease Agreement was acknowledged before me, a Notary Public in and for the jurisdiction aforesaid, on this _____ day of _____, 2003, by TERRY T. CURTIS, the "Owner" herein.

My commission expires: _____.

Notary Public

(SEAL)

STATE OF VIRGINIA AT LARGE, To-Wit:

The foregoing Memorandum of Lease was acknowledged before me, a Notary Public in and for the State of Virginia At Large, in Shenandoah County, Virginia, on this _____ day of _____, 2003, by Christopher E. French, President of Shenandoah Mobile Company, "SHENTEL".

My commission expires: _____.

Notary Public

(SEAL)

EXHIBIT C

SITE ACCESS AND INFORMATION

SITE NAME: LINDEN SITE NUMBER: TWR001

SITE ADDRESS: 627 Massanutten Mountain Road

MUNICIPALITY: Front Royal

STATE: Virginia

COUNTY: Warren

LATITUDE: 38-54-22.31 LONGITUDE: 78-07-14.99

OWNER/SITE MANAGER: Terry T. Curtis PHONE NO. (540) 382-8114

SITE/BUILDING CONTACT: Terry T. Curtis PHONE NO. (540) 382-8114

SITE/BUILDING ENTRY PROCEDURES:

NORMAL HOURS: N/A

AFTER NORMAL HOURS AND WEEKEND: N/A

NOTE: SHENTEL may, at its option, replace this Exhibit with a revised Exhibit once additional information to complete this Exhibit becomes available.

EXHIBIT D

Site Agreement

Tower Construction and Supplemental Provisions

The following provisions are made a part of this Agreement and shall control notwithstanding any provisions of this Agreement (and prior Exhibits hereto) to the contrary:

1. Owner acknowledges that SHENTEL has leased the Site to construct thereon an antenna structure ("Tower"), which may be as tall as 255 feet in height, as part of its Site and telecommunications facilities. Owner covenants and agrees that no part of the improvements installed, constructed, erected or placed by SHENTEL on the Site will be or become, or be considered as being, affixed to or a part of Owner's real property of which the Site is a part ("Owner's Property"). Any provisions and principles of law to the contrary notwithstanding, it is the specific intention of Owner and SHENTEL that all of such improvements, including without limitation, the Tower, will be and remain the property of SHENTEL despite any default or termination of this Agreement and may be removed by SHENTEL at any time in SHENTEL's discretion provided that SHENTEL, at its expense, restores the Site, as near as practicable, to its condition prior to such improvements (save and except utilities and fences installed, access areas improved, removal of vegetation for construction purposes, concrete pads, foundations, footings and guy anchors installed, items constructed or changed by a person(s) or entity(ies) other than SHENTEL, normal wear and tear, and actions beyond SHENTEL's control).

2. During the Initial Term and each Renewal Term, SHENTEL may install and maintain a fence around the Site and/or the Tower or other parts of the telecommunications system as SHENTEL determines is reasonable for the property and efficient operation and protection of the Site. SHENTEL also may improve the Site by grading, graveling or paving as SHENTEL determines is reasonable for the proper and efficient construction of the Tower and telecommunications system.

3. SHENTEL shall have the exclusive right, without Owner's consent, to enter into subleases or license agreements (collectively "Subleases"), on terms which are acceptable to SHENTEL in its sole discretion, which will permit other parties to use space on the Tower and portions of the Site for base station equipment, and to gain access to the Site through the Owner's Property in the same manner permitted to SHENTEL under this Agreement. SHENTEL's entry into any such Sublease will not relieve SHENTEL from its responsibilities hereunder.

4. Upon execution of this Site Agreement by all parties, SHENTEL shall promptly have the title to the real estate examined. SHENTEL shall notify Owner immediately upon completion of the title examination as to the status of the title. Until that date, the Deed of Ground Lease Agreement dated the 1st day of May, 1995, shall be the prevailing document for the relationship between the parties. Upon completion of the title examination, determination that title to the Property is satisfactory, and notification of these facts by SHENTEL to Owner, this Agreement shall replace and supercede the Deed of Ground Lease Agreement dated the 1st day of May, 1995, between Shenandoah Mobile Company and Terry Curtis. Thereafter, all terms and conditions of the Deed of Ground Lease Agreement dated the 1st day of May, 1995, shall be null and void and of no further force or effect.

In the event title is not vested in the Owner as represented hereunder, OR any defects in title are discovered that would limit or effectively restrict the use of the Site by SHENTEL, and such defects cannot be remedied within 30 days by the Owner (the Owner having an additional thirty (30) days to cure such defects provided the Owner has commenced to cure during the initial thirty (30) day period and diligently pursues the cure thereafter), this Agreement shall be null and void, and the Deed of Ground Lease Agreement dated the 1st day of May, 1995, shall continue to be in full force and effect between the parties.

5. The Owner acknowledges that the real property which constitutes the Site shall consist of a one hundred foot by one hundred foot (100' x 100') parcel as described in Exhibit A of the Site Agreement. Upon execution of the Site Agreement by all parties, Shentel shall review applicable local land use ordinances to ensure that the Site is in compliance with such ordinances. In the event that Shentel determines that the size of the Site would result in the violation of any local ordinance, Shentel shall have the right, at its sole discretion, to adjust the size of the Site and to replace Exhibit A of the Site Agreement to accurately reflect such adjusted Site. Owner agrees to promptly initial the replacement Exhibit A and return it to Shentel upon Shentel's request.

6. Confidentiality: The parties shall keep confidential the terms and conditions of this Agreement, except as reasonably necessary for performance hereunder and except to the extent disclosure may be required by applicable laws or regulations, in which latter case, the party required to make such disclosure shall promptly inform the other party prior to such disclosure to enable that party to make known any objections it may have to such disclosure.

SHENTEL

~~XXXXX~~ Initials:

VM

Owner

~~XXXXX~~ Initials:

JJC

Exhibit "E"

CONSTRUCTION REQUIREMENTS

Structural Analysis

- Upon receipt of the **fully completed** Tower Attachment Application and the required application fee, at Tenant's expense, Shenandoah Mobile, LLC ("Shentel") will have a structural analysis performed to determine if the tower can sufficiently accommodate the requested attachments and accompanying cable. No construction shall be allowed at the site until the results of the analysis are received. All attachments to the tower by the Tenant, and any structural reinforcement necessary to accommodate the Tenant's loading, shall be made in accordance with the recommendations set forth in the structural analysis.
- The Tenant shall be solely responsible for all expenses incurred in reinforcing the tower structure to accommodate its load, as well as the cost of attaching its facilities on the tower. Shentel will obtain a quote for any structural upgrades required and will obtain approval from the Tenant before proceeding with any upgrades. No work will be performed until approval is received in writing from the Tenant and a purchase order has been received.

INSTALLATION OF LESSEE'S FACILITIES

Prior to accessing any of Shentel's facilities, Tenant or its contractor will need to visit <https://pcssmc.shentel.com>. This site can be accessed from your mobile device (smartphone) or from your computer (laptop). When visiting the website for the first time, their brief sign-up for the provision of a username and password accessed by clicking the "Register Here" icon. This is a one-time process. After a Shentel administrator approves your account, you will have the ability to sign in and out of every Shentel property.

Thereafter, upon arrival at any Shentel facility and prior to entry, visit <https://pcssmc.shentel.com> to sign in. Upon completion of the visit, photos of a clean compounds and locked gates (lowest resolution possible) are required for logout.

Electric Service

- If there is only a single meter base at the tower site, Tenant will be required to change out the existing meter base to a four-gang meter base.
- In the event that there is an existing four-gang meter base, Shentel requires that Tenant bring electric service to the existing meter base. In the event the existing four-gang meter base is full, the Tenant will be required to add a second four-gang meter base.

Conduit (electric, telco, RF, etc.)

- Shentel has approved Tenant to utilize an Ice Bridge to provide connectivity to its tower equipment. **Trenching**
- Any trenching that needs to be done on site will be **required** to be back-filled with a minimum of 6" of stone dust. In addition, conduits must be a minimum of 30" deep, not to exceed 36". It is requested that red marker tape be used in addition to the stone dust. The marker tape is to be placed approximately 6" below grade. Shentel **requires** that Tenant contact MISS UTILITY for locates of utility service in the area needed.

Wave Guide (Coaxial Ladder)

- Tenant will be required to provide wave guide to support their cables, unless receiving prior approval from Shentel (or other tenant) to use their supports.

Tower Load Drawings

- Shentel will provide Tenant with an existing load drawing, and will require that Tenant provide data pertaining to the installation of their antenna, etc (i.e. height - top, bottom, etc.) prior to installation.

Climbing Leg

- Shentel will require that Tenant NOT attach antenna on the climbing leg in a fashion that will hinder the ease or safety of an individual climbing the tower.

Site Clean-up

- Tenant will be required to leave the site in the same condition (or better) as it was found at the start of construction. For example, after excavation is done, surface gravel should be pulled back and returned to original state. Shentel requires that plastic underlayment (under compound stone) be repaired in the event that it is penetrated (for example for trenching, or pad foundation, etc.). Shentel strives to keep sites in a neat and orderly condition, and asks that Tenant cooperate in this endeavor.

Fencing

- In the event that the compound fence needs to be relocated, it will be at the Tenant's expense. This will need to be done in accordance to applicable written agreement between the parties.

Grounding

- All grounding shall be done in a manner that will not disrupt existing ground system. Grounding shall be installed to meet requirements of equipment and EIA/TIA/ANSI Standards. All ground connections below grade shall be cadwelded. All exterior ground connections shall be coated with corrosion resistant materials. Tenant agrees to attach to Shentel's grounding system at Tenant's cost and expense.
- Grounding connection shall be done at ground test well box only unless approved otherwise by Shentel. Tenant shall provide Shentel with a ground resistance test at completion of installation.

Ice Bridge

- Ice Bridge may be used by Tenant.

Equipment Pad

- For esthetic purposes, Shentel requests that Tenant provide a broom finish for the concrete equipment pad.

Security/Access

- Tenant will be responsible for providing, at its cost, and for the installation of a "Stymielock" to be used at the compound with enough links for the present tenants/utility companies to access the site. These locks may be provided by:

TENANT Site Name: Applewood

SHENTEL Site ID #03001
SHENTEL Site Name: Linden

Stymielock, LLC (888-278-9643)
P. O. Box 398
Pineville, NC 28134

In the event the stymielock is in place, the Tenant will be responsible for providing its own new link to be added to provide access at the site.

Tower Alterations

- Any reinforcing or modifications to the tower to accommodate Tenant's installation will be accomplished at Tenant's expense, unless otherwise stated in the Agreement.

Antenna/Cable Installation

- No materials may be used in the installation of the antenna(s) or transmission lines that will cause corrosion, rust or deterioration of the Tower or its appurtenances. All attachments to the tower shall be by means of detachable connections, clamps, and straps. No drilling, hole punching, or welding shall be permitted. The antenna(s) will be identified by a metal tag fastened securely to its bracket on the Tower and the transmission lines are to be tagged at the top and bottom of the runs. All of the foregoing will be done at the Tenant's cost and expense.

Completion of Installation

- Upon completion of construction process, Tenant will furnish Shentel with a "Close Out Binder" detailing the construction process. At a minimum, the Close Out Binder shall include the following:
 - (1) Building and electrical permit;
 - (2) As-built drawings (red line);
 - (3) Pre and Post Grounding tests (including pictures);
 - (4) Site photos taken during construction, specifically including:
 - All grounding system connections
 - Trenching prior to backfill (including magnetic marking tape)
 - Antenna and mount height verification.
- Upon receipt of Close Out Binder, Shentel will contract with a third-party contractor to inspect and verify Tenant's installation, and will provide a copy of such report upon receipt to the Tenant.



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF
July 19, 2022	J-13	Job Order Contract Award: Senior Center Renovation	

EXPLANATION & SUMMARY:

The Finance and Purchasing Department received a request from the Deputy County Administrator to issue an Invitation for Bids through Competitive Sealed Bidding to renovate the restrooms at the new Senior Center located at 15th Street. Together, the procurement and construction schedule estimated the job to be completed in February 2023.

Job Order Contracting is a method of procurement allowed with the new County Procurement Policy and §2.2-4303.2 Job order contracting; limitations. Methods of Procurement. Job Order Contracted is designed to expedite and simplify repairs, renovations, upgrades or straightforward construction projects. This is done through the process of pre-selecting contractors, providing oversight through the estimating and construction phases, and controlling costs with firm fixed pricing.

To efficiently and effectively procure construction services to renovate the new Senior Center, Staff recommends using Job Order Contracting and issue an award to the Contractor, the Matthews Group for Three Hundred Seventy Five Thousand One Hundred Fifty Two Dollars and Thirty Eight Cents (\$375,152.38) and an award to Gordian for the license fee for Eighteen Thousand Seven Hundred Fifty Seven Dollars and Sixty Two Cents (\$18,757.62). The total project cost of the Senior Center restroom renovation is Three Hundred Ninety Three Thousand Nine Hundred and Ten Dollars (\$393,910.00). Attached to this cover sheet is a JOC benefits snapshot, Project Cost Summary, Architectural Drawing, and electrical, plumbing, and architectural permits. In addition, members of the Building Committee were able to participate in a JOC Q&A which has been recorded and is available to those interested in learning more about this method of procurement.

COST & FINANCING:

The total project cost is estimated to be \$850,000 with a completion date of June 2023. Funding is available in the FY23 Capital Improvement Plan budget line item 4-59-43000-7003 Senior Center Renovation.

PROPOSED OR SUGGESTED MOTION:

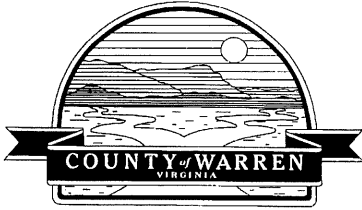
I move the Board of Supervisors approve the Job Order Contract awards to Matthews Group for \$375,152.38 and to Gordian for \$18,757.62 for the completion of the project to renovate the restrooms at the new Senior Center on behalf of Warren County. I further move the Board authorize the Chair and County Administrator, either of whom may act, to execute all necessary documents that have been approved by the County Attorney or the Assistant County Attorney.

OR

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

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Alisa Scott, Deputy Finance Director		

COUNTY OF WARREN



County Administrator's Office
Warren County Government Center
220 North Commerce Avenue, Suite 100
Front Royal, Virginia 22630

Phone: (540) 636-4600
Facsimile: (540) 636-6066
Email: tlogan@warrencountyva.gov

Taryn G. Logan
Deputy County Administrator

BOARD OF SUPERVISORS

CHAIR
Cheryl L. Cullers
South River
District

VICE CHAIR
Delores R. Oates
North River
District

Jerome K. Butler
Happy Creek
District

Vicky L. Cook
Fork
District

Walter J. Mabe
Shenandoah
District

Dr. Edwin C. Daley
County Administrator

Memorandum

TO: Chair and Members of the Board of Supervisors
FROM: Taryn Logan, Deputy County Administrator *TEL*
DATE: July 14, 2022
RE: Background Information for Senior Center Renovation

This memo is intended to add background information to the cover sheet for the Senior Center renovation job order contract award. During the County's 2013 Comprehensive Plan update, the renovation of the Health and Human Services Complex was added as an objective to have a central location for community social services to include the Warren County Health Department, Department of Social Services, and the County's Senior Center. Our Senior Center is staffed by employees of the Shenandoah Area Agency on Aging (SAAA). This agency's mission is to provide programs and services that help older adults stay in their homes and communities and avoid more costly institutional placement such as a nursing home or assisted living facility. They provide services to help older adults transition from hospital to home with the goal of avoiding hospital readmissions. Along with meals and programs offered at the Active Living Center, they also offer Meals on Wheels, insurance counseling, information and referrals, and assistance with applying for benefits such as SNAP or Medicaid. SAAA also provides transportation, primarily for physician appointments, medical treatments, and dialysis.

The old school cafeteria area at the Health and Human Services Complex was identified as a great opportunity to relocate the existing Senior Center. The total space for the new Senior Center area will be approximately 8,400 square feet. The project consists of the renovation of the existing cafeteria, kitchen, and adjacent restrooms and classrooms for our senior population. Renovations include replacement of existing doors, modifications to the existing heating, ventilation, and cooling systems, modifications to the existing electrical and plumbing systems, new interior finishes, and adding a range and range hood to the kitchen area.

County staff began making improvements to the new space in April and have accomplished a lot over the past few months. Our staff has the skills to do a lot of the work in-house. They have demolished the existing restrooms, replaced lights and ceiling tiles, and painted the classroom, storage and craft areas. They have cleaned the food storage area and installed new ceiling tiles, replaced lighting, repainted the room, installed freezers, and flooring in this area. In the kitchen area, they have demolished the old equipment, removed walls and doorways, built a new wall, removed old ceiling tiles, repainted the grids, installed new lighting and painted the floor. They will be installing the new sinks and moving the existing kitchen appliances from the current Senior Center to this new space when needed.

*Front Royal-Warren County
Rivers of Opportunity-Mountains of Success*

To this date, the County has spent approximately \$127,000 on renovating this space. The main expense thus far was having HVAC installed in the kitchen and hall areas (approximately \$70,000). With our talented Public Works staff performing a lot of the work to renovate this space, it has allowed us to keep costs lower. Jeff Hayes, Project Manager, has been managing this project for the County. He is completing a breakdown of the various spaces proposed in the new center, with cost estimates and a timeline.

This request is to award contract services to begin the restroom renovation, which includes handicap accessible men's and women's restrooms, a shower, laundry room, as well as the renovation of the craft room area and hall area. Electrical, plumbing, and architectural drawings are included in the packet.

This renovation project is included in the County's Capital Improvement Plan and the total project cost is estimated to be \$850,000 with a completion date of June 2023. Funding was included in the FY23 Budget in the Capital Improvement Plan budget line under Senior Center Renovation.

TGL



1 SENIOR CENTER PLAN EXISTING PLAN
EX 1 Scale: 1/8" = 1'-0"

02.17.22

Warren County Senior Center Renovation

Lease Square Footage

2200

WORK DESCRIPTION	Cost Code	QTY	UNIT	UNIT PRICE	TOTAL PRICE	SUB TOTAL
GENERAL CONDITIONS	01.100					\$10,550.00
temp protection		1	lot	\$200.00	\$200.00	
project management		2	wk	\$900.00	\$1,800.00	
supervision		4	wk	\$1,900.00	\$7,600.00	
general labor / daily clean		0	lot	\$1,000.00	\$0.00	
final clean		1	lot	\$2,500.00	\$500.00	
trash removal / dumpster		1	each	\$450.00	\$450.00	
		0		\$0.00	\$0.00	
PERMITS, FEES, DRAWINGS	01.200					\$0.00
permit fees					NIC	
permit expedite					NIC	
drawings and architectural fees					NIC	
3rd party inspections					NIC	
		0		\$0.00	\$0.00	
SITE WORK	02.100					\$0.00
		0		\$0.00	\$0.00	
DEMOLITION	02.200					\$0.00
		0		\$0.00	\$0.00	
CONCRETE	03.300					\$2,700.00
saw cutting		1	lot	\$2,000.00	\$2,000.00	
Flash Patch		1	lot	\$200.00	\$200.00	
floor scan		1	lot	\$500.00	\$500.00	
		0		\$0.00	\$0.00	
MASONRY	04.100					\$2,500.00
Infill Doorway		1	lot	\$2,500.00	\$2,500.00	
		0		\$0.00	\$0.00	
STONE/CERAMIC TILE	04.100					\$14,370.00
Wall Tile		840	sq ft	\$9.00	\$7,560.00	
Floor Tile		570	sq ft	\$9.00	\$5,130.00	
Base		140	lin ft	\$12.00	\$1,680.00	
		0		\$0.00	\$0.00	
MISC METALS	05.100					\$0.00
		0		\$0.00	\$0.00	
CARPENTRY	06.200					\$2,985.00
Install Doors/Frames/Hardware		7	Each	\$215.00	\$1,505.00	
Backing		1	lot	\$660.00	\$660.00	
Install Bathroom Accessories		1	lot	\$820.00	\$820.00	
		0		\$0.00	\$0.00	
MILLWORK	06.400					\$10,062.00
Base Cabinet		19	ft	\$210.00	\$3,990.00	
Wall Cabinets		23	ft	\$170.00	\$3,910.00	
Phenolic Top		23	ft	\$94.00	\$2,162.00	
		0		\$0.00	\$0.00	
THERMAL & MOISTURE	07.100					\$0.00
		0		\$0.00	\$0.00	

DOORS, FRAMES, HARD	08.700			\$8,610.00
Per Plans		7 each	\$1,230.00	\$8,610.00
		0	\$0.00	\$0.00
GLASS & GLAZING	08.800			\$0.00
		0	\$0.00	\$0.00
DRYWALL	09.200			\$5,490.00
Partition		42 ft	\$95.00	\$3,990.00
Wet Wall Partition (6" Wide)		12 ft	\$125.00	\$1,500.00
		1	\$0.00	\$0.00
CEILINGS	09.200			\$810.00
Grid/Tile New for Affected Areas (Allowance)		360 sq ft	\$2.25	\$810.00
		0	\$0.00	\$0.00
FLOORING	09.600			\$0.00
				NIC
		0	\$0.00	\$0.00
PAINT	09.700			\$1,995.00
Paint Affected Areas		1 lot	\$1,995.00	\$1,995.00
		0	\$0.00	\$0.00
SPECIALTIES	10.100			\$0.00
Per Plans		1 lot	\$14,700.00	\$14,700.00
Grab Bars 18"		3 each	\$0.00	\$0.00
Grab Bars 36"		3 each	\$0.00	\$0.00
Grab Bars 42"		3 each	\$0.00	\$0.00
Soap Dispenser		2 each	\$0.00	\$0.00
Toilet Paper Dispenser		3 each	\$0.00	\$0.00
Semi-recessed Trash Can		2 each	\$0.00	\$0.00
Femaline Disposal		3 each	\$0.00	\$0.00
Baby Changing Station		2 each	\$0.00	\$0.00
Hand Dryer		2 each	\$0.00	\$0.00
Coat Hooks		5 each	\$0.00	\$0.00
Bathroom Partitions		1 lot	\$0.00	\$0.00
Framed Mirrors		5 Each	\$0.00	\$0.00
		0	\$0.00	\$0.00
EQUIPMENT	11.100			\$0.00
		0	\$0.00	\$0.00
FURNISHINGS	12.100			\$0.00
		0	\$0.00	\$0.00
SPECIAL CONSTRUCTION	13.100			\$0.00
		0	\$0.00	\$0.00
CONVEYING SYSTEMS	14.200			\$0.00
		0	\$0.00	\$0.00
MECHANICAL	15.100			\$118,000.00
Per Plans		1 lot	\$118,000.00	\$118,000.00
		0	\$0.00	\$0.00
PLUMBING	15.500			\$32,000.00
Per Plans		1 lot	\$32,000.00	\$32,000.00
		0	\$0.00	\$0.00
FIRE PROTECTION	15.800			\$0.00
				NIC
		0	\$0.00	\$0.00
ELECTRICAL	16.100			\$33,000.00
Per Plans		1 lot	\$33,000.00	\$33,000.00
		0	\$0.00	\$0.00
FIRE ALARM	16.100			\$6,000.00
Per Plans		1 lot	\$6,000.00	\$6,000.00
		0	\$0.00	\$0.00

Subtotal		\$263,772.00	\$249,072.00
Overhead	5%	\$13,188.60	
Sub-Total		\$276,960.60	
General Contractors Fee	5%	\$13,848.03	
SUBTOTAL		\$290,808.63	
BOND	0%	\$0.00	
		\$290,808.63	



Project Cost Summary

Attn: Warren County
Jeff Hayes

Proposal Date: July 07, 2022
Project No. 106281

Job Order No: 106281.00
Job Order Title: Warren County Sr. Center Renovations
Project Manager: Jeff Hayes

Job Order Amount; PO to Contractor:	\$375,152.38
License Fee (5.00%); PO to Gordian:	\$18,757.62
Total Project Cost:	\$393,910.00



Work Order Signature Document

EZIQC Contract No.: E194-88611

☒

New Work Order



Modify an Existing Work Order

Work Order Number: 106281.00

Work Order Date: 07/07/2022

Work Order Title: Warren County Sr. Center Renovations

Owner Name: Warren County

Contractor Name: The Matthews Group, Inc.

Contact: Jeff Hayes

Contact: Simone Johnston

Phone: (540)636-4600

Phone: No Data Input

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No E194-88611.

Brief Work Order Description:

Bathroom renovations, classroom renovations, add cooling to rooms

Time of Performance

Estimated Start Date: 08/22/2022

Estimated Completion Date: 11/21/2022

Liquidated Damages

Will apply:



Will not apply:



Work Order Firm Fixed Price: \$375,152.38

Owner Purchase Order Number:

Approvals

Owner

Date

Contractor

Date

Detailed Scope of Work

To: Simone Johnston

From: Jeff Hayes
Warren County
(540)636-4600

No Data Input

Date Printed: July 07, 2022

Work Order Number: 106281.00

Work Order Title: Warren County Sr. Center Renovations

Brief Scope: Bathroom renovations, classroom renovations, add cooling to rooms

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

See the attached document

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date: July 07, 2022

IQC Master Contract #: E194-88611

Work Order Number: 106281.00

Owner PO #:

Work Order Title: Warren County Sr. Center Renovations

Contractor: The Matthews Group, Inc.

Proposal Name: Warren County Sr. Center Renovations Bathrooms

Proposal Value: \$375,152.38

01 - General Requirements	\$23,595.81
02 - Site Work	\$2,116.99
03 - Concrete	\$8,105.03
06 - Wood, Plastic, and Composites	\$9,153.45
07 - Thermal & Moisture Protection	\$7,759.15
08 - Openings	\$19,828.08
09 - Finishes	\$100,462.56
10 - Specialties	\$14,938.15
12 - Furnishings	\$4,917.23
22 - Plumbing	\$106,920.78
23 - Heating, Ventilating, And Air-Conditioning (HVAC)	\$1,379.56
26 - Electrical	\$68,505.36
28 - Electronic Safety And Security	\$1,030.51
31 - Earthwork	\$6,439.72
Proposal Total	\$375,152.38

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Contractor's Price Proposal - Detail

Date: July 07, 2022
IQC Master Contract #: E194-88611
Work Order Number: 106281.00
Owner PO #:
Work Order Title: Warren County Sr. Center Renovations
Contractor: The Matthews Group, Inc.
Proposal Name: Warren County Sr. Center Renovations Bathrooms
Proposal Value: \$375,152.38

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
01 - General Requirements					
1	01 22 20 00-0005		HR	Brick LayerFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$2,811.78
			Installation	Quantity 48.00 x Unit Price 54.68 x Factor 1.0713 = Total \$2,811.78	
				Two masons, two days for demoing and toothing new doors in new frames; includes materials	
2	01 22 20 00-0010		HR	Electrician, Fire Alarm Technician, Building Automation Systems TechnicianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$7,481.96
			Installation	Quantity 120.00 x Unit Price 58.20 x Factor 1.0713 = Total \$7,481.96	
				1.5 weeks of plumber and helper to modify existing system and tie in new	
3	01 22 20 00-0010	0002	MOD	For Apprentice, Deduct	-\$748.20
			Installation	Quantity 60.00 x Unit Price -11.64 x Factor 1.0713 = Total -\$748.20	
4	01 22 20 00-0024		HR	PlumberFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$9,703.41
			Installation	Quantity 120.00 x Unit Price 75.48 x Factor 1.0713 = Total \$9,703.41	
				1.5 weeks of plumber and helper to modify existing system and tie in new	
5	01 22 20 00-0024	0002	MOD	For Apprentice, Deduct	-\$970.60
			Installation	Quantity 60.00 x Unit Price -15.10 x Factor 1.0713 = Total -\$970.60	
6	01 71 13 00-0003		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.	\$635.97
			Installation	Quantity 1.00 x Unit Price 593.64 x Factor 1.0713 = Total \$635.97	
				Project mobilization	
7	01 74 19 00-0012		EA	10 CY Dumpster (1.5 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$974.86
			Installation	Quantity 2.00 x Unit Price 454.99 x Factor 1.0713 = Total \$974.86	
				Dumpster for concrete disposal. 700' at 6" for 13CY. 13 CY x 2tn/cy = 26 tn. 26 tn - 3 tn = 23 tn of overage	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 106281.00
Work Order Title: Warren County Sr. Center Renovations

Proposal Name: Warren County Sr. Center Renovations Bathrooms
Proposal Value: \$375,152.38

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

01 - General Requirements

8	01 74 19 00-0012	0003	MOD	For Each Ton Over Indicated Amount, Add	\$1,971.19
			Installation	Quantity 23.00 Unit Price 80.00 Factor 1.0713 Total \$1,971.19	
9	01 74 19 00-0015		EA	30 CY Dumpster (4 Ton) "Construction Debris" Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$1,735.44
			Installation	Quantity 3.00 Unit Price 539.98 Factor 1.0713 Total \$1,735.44	
				Dumpster for general construction debris throughout period of performance. 1 dumpster per month.	

Subtotal for 01 - General Requirements **\$23,595.81**

02 - Site Work

10	02 41 19 13-0015		EA	Saw Cut Minimum Charge For projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.	\$556.84
			Installation	Quantity 1.00 Unit Price 519.78 Factor 1.0713 Total \$556.84	
				Sawcutting for new sanitary line(s)	
11	02 41 19 13-0225		IN	5/8" Diameter Drilling In Concrete Per Inch Of Depth	\$1,115.87
			Installation	Quantity 840.00 Unit Price 1.24 Factor 1.0713 Total \$1,115.87	
				Concrete drilling of existing slabs for dowels to be placed where slab will be patched at sanitary trenching	
12	02 41 19 13-0277		EA	Core Drill Minimum Charge For projects where the total core drilling charge is less than the minimum charge, use task "Minimum Charge For Core Drilling" exclusively. Task "Minimum Charge For Core Drilling" should not be used in conjunction with any other tasks in this section. Does not apply to sections "Drilling In Concrete Per Inch Of Depth" or "Drilling In Brick Or Block Per Inch Of Depth".	\$444.28
			Installation	Quantity 1.00 Unit Price 414.71 Factor 1.0713 Total \$444.28	
				Penetrations through CMU partitions	

Subtotal for 02 - Site Work **\$2,116.99**

03 - Concrete

13	03 21 16 00-0171		EA	1/2" Diameter x 24" Long, Epoxy Coated Deformed Straight Dowel	\$373.46
			Installation	Quantity 140.00 Unit Price 2.49 Factor 1.0713 Total \$373.46	
				Dowels for new slab at trenced areas to be tied into existing slab	
14	03 22 11 00-0005		SF	6" x 6" x #4, 58 LB/CSF, Plain Welded Wire Fabric Reinforcing Placed In Floors Or Slabs (W4.0 x W4.0)	\$622.43
			Installation	Quantity 700.00 Unit Price 0.83 Factor 1.0713 Total \$622.43	
				Slab on grade for trenced sanitary line	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 106281.00
Work Order Title: Warren County Sr. Center Renovations

Proposal Name: Warren County Sr. Center Renovations Bathrooms
Proposal Value: \$375,152.38

	Sect.	Item	Modifier	UOM	Description					Line Total
Labor	Equip.	Material	(Excluded if marked with an X)							
03 - Concrete										
15	03 31 13 00-0005			SF	6" 3,000 PSI Slab On Grade Concrete Slabs Assembly					\$5,309.36
					Installation	Quantity	Unit Price	Factor	Total	
						700.00	7.08	x 1.0713	=	\$5,309.36
					Slab on grade for trenced sanitary line					
16	03 31 13 00-0005		0157	MOD	For >500 To 1,000, Add					\$1,154.86
					Installation	Quantity	Unit Price	Factor	Total	
						700.00	1.54	x 1.0713	=	\$1,154.86
17	03 35 13 00-0005			SF	Final Float, Concrete Floor Finish					\$644.92
					Installation	Quantity	Unit Price	Factor	Total	
						700.00	0.86	x 1.0713	=	\$644.92
					Slab on grade for trenced sanitary line					
Subtotal for 03 - Concrete										\$8,105.03
06 - Wood, Plastic, and Composites										
18	06 11 16 00-0150			LF	2" x 6" Pressure Treated Wood Blocking To Concrete					\$1,942.27
					Installation	Quantity	Unit Price	Factor	Total	
						350.00	5.18	x 1.0713	=	\$1,942.27
					Blocking for fixtures, accessories and millwork					
19	06 41 13 00-0020			EA	18" Wide, 35" High x 23-3/4" Deep, Three Drawer Base, Solid Maple Face Frame and Drawer Fronts, Base Cabinet					\$923.37
					Installation	Quantity	Unit Price	Factor	Total	
						4.00	215.48	x 1.0713	=	\$923.37
					Base cabinets in laundry and existing room					
20	06 41 13 00-0022			EA	24" Wide, 35" High x 23-3/4" Deep, Three Drawer Base, Solid Maple Face Frame and Drawer Fronts, Base Cabinet					\$768.03
					Installation	Quantity	Unit Price	Factor	Total	
						3.00	238.97	x 1.0713	=	\$768.03
					Base cabinets in existing room					
21	06 41 13 00-0067			EA	27" Wide, 30" High x 12" Deep, Double Door, Solid Maple Face Frame and Door, Wall Cabinet					\$512.92
					Installation	Quantity	Unit Price	Factor	Total	
						2.00	239.39	x 1.0713	=	\$512.92
					Wall cabinets in laundry room					
22	06 41 13 00-0068			EA	30" Wide, 30" High x 12" Deep, Double Door, Solid Maple Face Frame and Door, Wall Cabinet					\$525.30
					Installation	Quantity	Unit Price	Factor	Total	
						2.00	245.17	x 1.0713	=	\$525.30
					Wall cabinets in laundry room					
23	06 41 13 00-0074			EA	18" Wide, 36" High x 12" Deep, Single Door, Solid Maple Face Frame and Door, Wall Cabinet					\$228.15
					Installation	Quantity	Unit Price	Factor	Total	
						1.00	212.97	x 1.0713	=	\$228.15
					Wall cabinet in existing room					

Contractor's Price Proposal - Detail Continues..

Work Order Number: 106281.00
Work Order Title: Warren County Sr. Center Renovations

Proposal Name: Warren County Sr. Center Renovations Bathrooms
Proposal Value: \$375,152.38

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
06 - Wood, Plastic, and Composites					
24	06 41 13 00-0076		EA	24" Wide, 36" High x 12" Deep, Single Door, Solid Maple Face Frame and Door, Wall Cabinet	\$858.63
				Quantity	Unit Price
			Installation	3.00 x 267.16 x 1.0713 =	Total \$858.63
				Wall cabinets in existing room	
25	06 41 13 00-0078		EA	30" Wide, 36" High x 12" Deep, Double Door, Solid Maple Face Frame and Door, Wall Cabinet	\$596.14
				Quantity	Unit Price
			Installation	2.00 x 278.23 x 1.0713 =	Total \$596.14
				Wall cabinets in existing room	
26	06 41 13 00-0080		EA	36" Wide, 36" High x 12" Deep, Double Door, Solid Maple Face Frame and Door, Wall Cabinet	\$668.23
				Quantity	Unit Price
			Installation	2.00 x 311.88 x 1.0713 =	Total \$668.23
				Wall cabinets in existing room	
27	06 41 13 00-0134		EA	36" Wide, 35" High x 23-3/4" Deep, Three Drawer Base, Solid Oak Face Frame and Drawer Fronts, Base Cabinet	\$1,301.76
				Quantity	Unit Price
			Installation	3.00 x 405.04 x 1.0713 =	Total \$1,301.76
				Base cabinets in existing and laundry room	
28	06 41 93 00-0002		EA	4" To 6" Long, 1/2" Diameter, Cabinet Bar Pull	\$828.65
				Quantity	Unit Price
			Installation	50.00 x 15.47 x 1.0713 =	Total \$828.65
				Cabinet pulls for laundry and existing room 1	

Subtotal for 06 - Wood, Plastic, and Composites **\$9,153.45**

07 - Thermal & Moisture Protection					
29	07 01 50 81-0002		SF	Up To 10 SF Roof Repair, Built-Up Roofing	\$1,455.90
				Quantity	Unit Price
			Installation	100.00 x	13.59 x
					Factor =
					Total
					\$1,455.90
				Roof patching for mechanical curbs and penetrations	
30	07 05 13 00-0002		EA	Up To 1 SQ, Mobilization Of Crew For Small Quantity Of Roof Work	\$707.45
				Quantity	Unit Price
			Installation	1.00 x	660.37 x
					Factor =
					Total
					\$707.45
				roofing crew mobilization	
31	07 13 53 00-0021		CSF	10 Mil Polyethylene Vapor Barrier	\$269.22
				Quantity	Unit Price
			Installation	7.00 x	35.90 x
					Factor =
					Total
					\$269.22
				Vapor barrier for slab trench patching	
32	07 63 00 00-0008		SF	24 Gauge Galvanized Sheet Metal, Non-Shrink Grout Filled Pitch Pocket	\$1,207.25
				Quantity	Unit Price
			Installation	10.00 x	112.69 x
					Factor =
					Total
					\$1,207.25
				Roof penetrations	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 106281.00
Work Order Title: Warren County Sr. Center Renovations

Proposal Name: Warren County Sr. Center Renovations Bathrooms
Proposal Value: \$375,152.38

	Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			
07 - Thermal & Moisture Protection						
33	07 63 00 00-0008	0345	MOD	For Pourable Sealer Filled, Add		\$2,186.74
			Installation	Quantity 10.00	Unit Price 204.12 x	Factor 1.0713 = Total \$2,186.74
34	07 84 13 19-0022		EA	3" Diameter Hole With 2" Pipe, Sealed With Intumescent Firestop Sealant (3M CP 25WB+)		\$644.84
			Installation	Quantity 24.00	Unit Price 25.08 x	Factor 1.0713 = Total \$644.84
				Firestop for penetrations through CMU walls		
35	07 92 13 00-0009		CLF	1/2" x 1/2" Joint, Silicone Sealant And Caulking		\$1,287.75
			Installation	Quantity 4.00	Unit Price 300.51 x	Factor 1.0713 = Total \$1,287.75
				General caulking of joint		
Subtotal for 07 - Thermal & Moisture Protection						\$7,759.15
08 - Openings						
36	08 05 13 00-0005		EA	For >4 To 6 SF, Factory Installed 20 Gauge Galvannealed Steel Frame With 3/8" Glazing Pocket For Vision Glass In Door, Add		\$339.13
			Installation	Quantity 2.00	Unit Price 158.28 x	Factor 1.0713 = Total \$339.13
				Half lite vision kit for hallway doors		
37	08 12 13 13-0008		EA	3' x 6'-8" Through 7'-2" High, 4-3/4" Deep, 16 Gauge, Knock Down Hollow Metal Door Frame		\$674.55
			Installation	Quantity 2.00	Unit Price 314.83 x	Factor 1.0713 = Total \$674.55
				Two (2) new frames in drywall openings		
38	08 12 13 13-0015		EA	6' x 6'-8" Through 7'-2" High, 4-3/4" Deep, 16 Gauge, Knock Down Hollow Metal Door Frame		\$413.59
			Installation	Quantity 1.00	Unit Price 386.06 x	Factor 1.0713 = Total \$413.59
				One (1) new double door frame		
39	08 12 13 13-0140		EA	3' x 6'-8" Through 7'-2" High, 8-7/8" Through 13" Deep, 16 Gauge, Knock Down Hollow Metal Door Frame		\$2,183.44
			Installation	Quantity 4.00	Unit Price 509.53 x	Factor 1.0713 = Total \$2,183.44
				Four (4) new frames in masonry		
40	08 14 16 00-0488		EA	3'-0" x 7' x 1-3/4" Thick, 5 Ply, Particleboard Core (PC), Maple Faced Wood Door		\$3,037.29
			Installation	Quantity 7.00	Unit Price 405.02 x	Factor 1.0713 = Total \$3,037.29
				Seven (7) new doors		
41	08 71 11 00-0037		PR	4-1/2" x 4-1/2", Standard Duty, Full Mortise, Ball Bearing, Wrought Steel Hinge		\$1,068.56
			Installation	Quantity 12.00	Unit Price 83.12 x	Factor 1.0713 = Total \$1,068.56
				Hardware per door schedule		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 106281.00
Work Order Title: Warren County Sr. Center Renovations

Proposal Name: Warren County Sr. Center Renovations Bathrooms
Proposal Value: \$375,152.38

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
08 - Openings					
42	08 71 11 00-0479		EA	3-1/2" Overall Height, Grout In, Molded Rubber Security Floor Stop (Ives FS18L)Includes drilling. Excludes Grout.	\$439.67
				Quantity	Unit Price
			Installation	7.00 x 58.63 x 1.0713 =	Total \$439.67
				Hardware per door schedule	
43	08 71 11 00-1426		EA	8" x 34", 0.050" Thick, Satin Stainless Finish, Stainless Kick Plate	\$279.22
				Quantity	Unit Price
			Installation	6.00 x 43.44 x 1.0713 =	Total \$279.22
				Hardware per door schedule	
44	08 71 11 00-2063		EA	6" x 16" Aluminum Pull Plate Door Hardware (Ives 8302)	\$57.00
				Quantity	Unit Price
			Installation	1.00 x 53.21 x 1.0713 =	Total \$57.00
				Hardware per door schedule	
45	08 71 11 00-2076		EA	8" x 16", Clear Anodized Finish, Aluminum Push Plate Door Hardware	\$27.24
				Quantity	Unit Price
			Installation	1.00 x 25.43 x 1.0713 =	Total \$27.24
				Hardware per door schedule	
46	08 71 11 00-2126		EA	3' Push Bar, Surface Vertical Rods, Narrow Stile Exit DeviceAluminum anodized finish. Von Duprin Series 3327/3527.	\$2,967.29
				Quantity	Unit Price
			Installation	2.00 x 1,384.90 x 1.0713 =	Total \$2,967.29
				Hardware per door schedule	
47	08 71 11 00-2242		EA	Surface Mounted Heavy Duty Door Closer (LCN 4040XP/4041 Series)	\$2,944.37
				Quantity	Unit Price
			Installation	7.00 x 392.63 x 1.0713 =	Total \$2,944.37
				Hardware per door schedule	
48	08 71 11 00-2272		EA	Classroom F42 Pre-Assembled Lockset (Corbin Russwin UT5255)Locked with key outside. Inside always unlocked.	\$4,047.55
				Quantity	Unit Price
			Installation	3.00 x 1,259.39 x 1.0713 =	Total \$4,047.55
				Hardware per door schedule	
49	08 71 11 00-2273		EA	Storeroom/Closet F44 Pre-Assembled Lockset (Corbin Russwin UT5257)Locked with key outside. Inside always unlocked. Fixed outside handle.	\$1,349.18
				Quantity	Unit Price
			Installation	1.00 x 1,259.39 x 1.0713 =	Total \$1,349.18
				Hardware per door schedule	
Subtotal for 08 - Openings					\$19,828.08

09 - Finishes

Contractor's Price Proposal - Detail Continues..

Work Order Number: 106281.00

Work Order Title: Warren County Sr. Center Renovations

Proposal Name: Warren County Sr. Center Renovations Bathrooms

Proposal Value: \$375,152.38

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
09 - Finishes					
50	09 01 60 91-0012		SY	Grinding Of Existing Concrete Floor Prior To Installation Of Flooring	\$1,304.47
				Installation	
				Quantity	
				245.00	
				x	
				Unit Price	
				4.97	
				x	
				Factor	
				1.0713	
				=	
				Total	
				\$1,304.47	
				Floor and wall prep for tile	
51	09 01 60 91-0013		SY	Chemical Prepare Existing Concrete Floor Prior To Installation Of Flooring	\$713.84
				Installation	
				Quantity	
				167.00	
				x	
				Unit Price	
				3.99	
				x	
				Factor	
				1.0713	
				=	
				Total	
				\$713.84	
				Floor prep for flooring	
52	09 22 13 13-0003		SF	7/8", 25 Gauge, 16" On Center, Installed On Walls, Hat Furring Channel	\$4,274.92
				Installation	
				Quantity	
				1,720.00	
				x	
				Unit Price	
				2.32	
				x	
				Factor	
				1.0713	
				=	
				Total	
				\$4,274.92	
				Furring of new walls in bathrooms	
53	09 22 16 13-0004		SF	3-5/8" Width, 16" On Center, 25 Gauge, Non Load Bearing, Non Structural, Galvanized Steel Stud Framing With Tracks And Runners	\$2,139.94
				Installation	
				Quantity	
				1,148.00	
				x	
				Unit Price	
				1.74	
				x	
				Factor	
				1.0713	
				=	
				Total	
				\$2,139.94	
				New demising walls for bathing and laundry rooms including furring out wall in men's room and bathing room	
54	09 22 16 13-0004	0002	MOD	For Walls >10' High, Add	\$241.47
				Installation	
				Quantity	
				644.00	
				x	
				Unit Price	
				0.35	
				x	
				Factor	
				1.0713	
				=	
				Total	
				\$241.47	
				For new demising walls	
55	09 22 16 13-0004	0012	MOD	For >1,000, Deduct	-\$183.19
				Installation	
				Quantity	
				1,140.00	
				x	
				Unit Price	
				-0.15	
				x	
				Factor	
				1.0713	
				=	
				Total	
				-\$183.19	
56	09 29 10 00-0017		SF	5/8" Moisture Resistant Gypsum Board	\$5,093.52
				Installation	
				Quantity	
				3,372.00	
				x	
				Unit Price	
				1.41	
				x	
				Factor	
				1.0713	
				=	
				Total	
				\$5,093.52	
				New drywall per plans	
57	09 29 10 00-0017	0052	MOD	For Walls >10' High, Add	\$41.40
				Installation	
				Quantity	
				644.00	
				x	
				Unit Price	
				0.06	
				x	
				Factor	
				1.0713	
				=	
				Total	
				\$41.40	
58	09 29 10 00-0017	0055	MOD	For >1,536, Deduct	-\$505.74
				Installation	
				Quantity	
				3,372.00	
				x	
				Unit Price	
				-0.14	
				x	
				Factor	
				1.0713	
				=	
				Total	
				-\$505.74	
59	09 30 13 00-0003		SF	Less Than 8" x 8", Mounted, Floor TileIncludes glazed porcelain, unglazed porcelain and glazed ceramic tiles. Tiles mounted from back, side or front in 12" x 12", 12" x 24", or similar sized sheets.	\$8,646.46
				Installation	
				Quantity	
				700.00	
				x	
				Unit Price	
				9.84	
				x	
				Factor	
				1.0713	
				=	
				Total	
				\$7,379.11	
				Demolition	
				700.00	
				x	
				1.69	
				x	
				1.0713	
				=	
				Total	
				\$1,267.35	
				Flat floor tile for restroom, bathing and laundry room tile. Removal of existing floor tiles	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 106281.00
Work Order Title: Warren County Sr. Center Renovations

Proposal Name: Warren County Sr. Center Renovations Bathrooms
Proposal Value: \$375,152.38

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
09 - Finishes					
60	09 30 13 00-0003	0074	MOD	For High-Modulus, Low-Viscosity, High-Strength Chemical Resistant Epoxy Grout, Add	\$584.93
			Installation	Quantity 700.00 x Unit Price 0.78 x Factor 1.0713 = Total \$584.93	
61	09 30 13 00-0005		SF	2" x 2" x 1/4" Thick, Mounted, Unpolished Ceramic Wall TileTiles mounted from back, side or front in 12" x 12", 12" x 24", 12" x 48", or similar sized sheets.	\$1,092.73
			Installation	Quantity 0.00 x Unit Price 10.46 x Factor 1.0713 = Total \$0.00	
			Demolition	500.00 x 2.04 x 1.0713 = \$1,092.73	
			Demolition of existing tile in restrooms roughly 250 SF each		
62	09 30 13 00-0006		SF	Less than 8" x 8" Mounted Wall TileIncludes glazed porcelain , unglazed porcelain and glazed ceramic tiles. Tiles mounted from back, side or front in 12" x 12", 12" x 24", or similar sized sheets.	\$16,969.39
			Installation	Quantity 1,500.00 x Unit Price 10.56 x Factor 1.0713 = Total \$16,969.39	
			Vertical wall tiles for restroom, bathing and laundry room		
63	09 30 13 00-0006	0074	MOD	For High-Modulus, Low-Viscosity, High-Strength Chemical Resistant Epoxy Grout, Add	\$1,414.12
			Installation	Quantity 1,500.00 x Unit Price 0.88 x Factor 1.0713 = Total \$1,414.12	
64	09 30 13 00-0011		LF	6" High x 12" Long, Unpolished Ceramic Cove Base (Daltile Portfolio)	\$4,439.04
			Installation	Quantity 360.00 x Unit Price 11.51 x Factor 1.0713 = Total \$4,439.04	
			Restroom, bathing and laundry room tile		
65	09 30 13 00-0011	0079	MOD	For High-Modulus, Low-Viscosity, High-Strength Chemical Resistant Epoxy Grout, Add	\$393.38
			Installation	Quantity 360.00 x Unit Price 1.02 x Factor 1.0713 = Total \$393.38	
66	09 32 13 00-0004		SF	3/4" Portland Cement Plaster Scratch Coat for WallsIncludes 15 LB felt and expanded metal lath.	\$13,273.41
			Installation	Quantity 1,500.00 x Unit Price 8.26 x Factor 1.0713 = Total \$13,273.41	
			Tile mortar		
67	09 51 13 00-0022		SF	2' x 4' x 3/4" Square Edge, Mineral Fiber Acoustical Ceiling Panel (Armstrong Ultima Health Zone™/High Washability)	\$14,612.53
			Installation	Quantity 2,200.00 x Unit Price 6.20 x Factor 1.0713 = Total \$14,612.53	
			Suspended ceiling in space		
68	09 53 23 00-0007		SF	2' x 2' Grid, Hot Dipped Galvanized Steel, 9/16" T Bar Ceiling Suspension System	\$4,548.74
			Installation	Quantity 2,200.00 x Unit Price 1.93 x Factor 1.0713 = Total \$4,548.74	
			Suspended ceiling in space		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 106281.00
Work Order Title: Warren County Sr. Center Renovations

Proposal Name: Warren County Sr. Center Renovations Bathrooms
Proposal Value: \$375,152.38

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
09 - Finishes					
69	09 53 23 00-0007	0114	MOD	For Fastening To Steel, Add	\$1,909.06
			Installation	Quantity 2,200.00 x Unit Price 0.81 x Factor 1.0713 = Total \$1,909.06	
70	09 53 23 00-0010		LF	Pencil Rod Support For Suspended Ceiling with Accessories	\$835.61
			Installation	Quantity 1,000.00 x Unit Price 0.78 x Factor 1.0713 = Total \$835.61	
				Suspended ceiling support	
71	09 65 13 13-0003		LF	4" High, 1/8" Thick, Type TV Thermoplastic Vinyl Wall Base, All Colors	\$869.04
			Installation	Quantity 312.00 x Unit Price 2.60 x Factor 1.0713 = Total \$869.04	
				Floor base for the LVP	
72	09 65 23 00-0004		SF	0.16" Overall Thickness, 0.020" Wear Layer, Vinyl Plank Flooring (Armstrong® Luxe Plank™)	\$11,104.02
			Installation	Quantity 1,500.00 x Unit Price 6.91 x Factor 1.0713 = Total \$11,104.02	
				LVP flooring	
73	09 91 23 00-0044		SF	1 Coat Filler, Brush/Roller Work, Paint Interior Concrete Block Walls	\$1,202.00
			Installation	Quantity 2,200.00 x Unit Price 0.51 x Factor 1.0713 = Total \$1,202.00	
				Painting of CMU for hallways, Existing room 1 and laundry room	
74	09 91 23 00-0045		SF	1 Coat Paint, Brush/Roller Work, Paint Interior Concrete Block Walls	\$1,437.68
			Installation	Quantity 2,200.00 x Unit Price 0.61 x Factor 1.0713 = Total \$1,437.68	
				Painting of CMU for hallways, Existing room 1 and laundry room	
75	09 91 23 00-0062		SF	1 Coat Primer, Brush/Roller Work, Paint Interior Plaster/Drywall Walls	\$1,444.97
			Installation	Quantity 3,372.00 x Unit Price 0.40 x Factor 1.0713 = Total \$1,444.97	
				Painting new partitions	
76	09 91 23 00-0062	0283	MOD	For >2,500 To 5,000, Deduct	-\$72.25
			Installation	Quantity 3,372.00 x Unit Price -0.02 x Factor 1.0713 = Total -\$72.25	
77	09 91 23 00-0064		SF	2 Coats Paint, Brush/Roller Work, Paint Interior Plaster/Drywall Walls	\$2,781.57
			Installation	Quantity 3,372.00 x Unit Price 0.77 x Factor 1.0713 = Total \$2,781.57	
				Painting new partitions	
78	09 91 23 00-0064	0283	MOD	For >2,500 To 5,000, Deduct	-\$144.50
			Installation	Quantity 3,372.00 x Unit Price -0.04 x Factor 1.0713 = Total -\$144.50	
Subtotal for 09 - Finishes					\$100,462.56

10 - Specialties

Contractor's Price Proposal - Detail Continues..

Work Order Number: 106281.00
Work Order Title: Warren County Sr. Center Renovations

Proposal Name: Warren County Sr. Center Renovations Bathrooms
Proposal Value: \$375,152.38

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
10 - Specialties					
79	10 21 13 19-0089		EA	30" x 42" x 1", Wall Hung And Post Supported, Antimicrobial Recycled Solid Plastic (HDPE), Urinal Screen	\$725.20
				Quantity	Unit Price
			Installation	1.00 x 676.93 x 1.0713 =	Total \$725.20
				Urinal screen	
80	10 21 13 19-0098		EA	30" x 55" x 1", Antimicrobial Recycled Solid Plastic (HDPE), Toilet Partition Door	\$479.78
				Quantity	Unit Price
			Installation	1.00 x 447.85 x 1.0713 =	Total \$479.78
				Water closet partition door	
81	10 21 13 19-0100		EA	36" x 55" x 1", Antimicrobial Recycled Solid Plastic (HDPE), ADA Compliant Toilet Partition Door	\$1,133.80
				Quantity	Unit Price
			Installation	2.00 x 529.17 x 1.0713 =	Total \$1,133.80
				Water closet partition door	
82	10 21 13 19-0107		EA	36" x 55" x 1", Antimicrobial Recycled Solid Plastic (HDPE), Toilet Partition Panel	\$1,379.41
				Quantity	Unit Price
			Installation	3.00 x 429.20 x 1.0713 =	Total \$1,379.41
				Water closet partition panel for men's stall and two privacy screen	
83	10 21 13 19-0114		EA	78" x 55" x 1", Antimicrobial Recycled Solid Plastic (HDPE), Toilet Partition Panel	\$1,670.54
				Quantity	Unit Price
			Installation	2.00 x 779.68 x 1.0713 =	Total \$1,670.54
				Water closet partition panel	
84	10 21 13 43-0002		LF	Extruded Aluminum Headrails For Toilet Partitions And Urinal Screens	\$60.94
				Quantity	Unit Price
			Installation	6.00 x 9.48 x 1.0713 =	Total \$60.94
				Water closet partition urinal support	
85	10 21 13 43-0006		EA	Replacement Of 58" Aluminum Wall Two Ear Bracket	\$1,239.75
				Quantity	Unit Price
			Installation	14.00 x 82.66 x 1.0713 =	Total \$1,239.75
				Water closet partition support	
86	10 21 13 43-0010		EA	Replacement Of 57-1/2" Stainless Steel Hinge	\$278.84
				Quantity	Unit Price
			Installation	3.00 x 86.76 x 1.0713 =	Total \$278.84
				Water closet partition door hinge	
87	10 28 13 13-0014		EA	Touch Free, Surface Mounted, Stainless Steel Roll Paper Towel Dispenser (Bobrick B-2860)	\$707.32
				Quantity	Unit Price
			Installation	2.00 x 330.12 x 1.0713 =	Total \$707.32
				Restroom accessories	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 106281.00
Work Order Title: Warren County Sr. Center Renovations

Proposal Name: Warren County Sr. Center Renovations Bathrooms
Proposal Value: \$375,152.38

	Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			
10 - Specialties						
88	10 28 13 13-0040		EA	Single Jumbo Roll, Surface Mounted, Stainless Steel Toilet Tissue Dispenser (Bobrick B-2890)		\$214.43
				Quantity	Unit Price	
			Installation	3.00	66.72	
				x	x	
					Factor =	Total
					1.0713	\$214.43
			Restroom accessories			
89	10 28 13 13-0063		EA	800 ml, Lavatory Mounted, Chrome Plated Automatic Soap Dispenser (Bobrick B-826.18)Includes start-up kit.		\$328.82
				Quantity	Unit Price	
			Installation	2.00	153.47	
				x	x	
					Factor =	Total
					1.0713	\$328.82
			Restroom accessories			
90	10 28 13 13-0136		EA	Partition Mounted, Stainless Steel Sanitary Napkin/ Tampon Disposal (Bobrick Classic B-354)		\$390.87
				Quantity	Unit Price	
			Installation	2.00	182.43	
				x	x	
					Factor =	Total
					1.0713	\$390.87
			Restroom accessories			
91	10 28 13 13-0141		EA	18" Length, 1-1/4" Diameter, Stainless Steel Grab Bar (Bobrick B-5806x18)		\$158.57
				Quantity	Unit Price	
			Installation	2.00	74.01	
				x	x	
					Factor =	Total
					1.0713	\$158.57
			Restroom accessories			
92	10 28 13 13-0144		EA	36" Length, 1-1/4" Diameter, Stainless Steel Grab Bar (Bobrick B-5806x36)		\$162.34
				Quantity	Unit Price	
			Installation	2.00	75.77	
				x	x	
					Factor =	Total
					1.0713	\$162.34
			Restroom accessories			
93	10 28 13 13-0145		EA	42" Length, 1-1/4" Diameter, Stainless Steel Grab Bar (Bobrick B-5806x42)		\$168.02
				Quantity	Unit Price	
			Installation	2.00	78.42	
				x	x	
					Factor =	Total
					1.0713	\$168.02
			Restroom accessories			
94	10 28 13 13-0184		EA	Vertical, Wall-Mounted, Polyethylene Baby Changing Station (Bobrick Koala Care KB101-00)		\$744.77
				Quantity	Unit Price	
			Installation	2.00	347.60	
				x	x	
					Factor =	Total
					1.0713	\$744.77
			Restroom accessories			
95	10 28 13 13-0226		EA	Surface Mounted, Automatic Sensor, Cast-Iron Cover Hand Dryer (Excel Xlerator XL-GR)		\$3,334.34
				Quantity	Unit Price	
			Installation	2.00	1,556.21	
				x	x	
					Factor =	Total
					1.0713	\$3,334.34
			Restroom accessories			
96	10 28 13 13-0369		EA	24" x 36", Surface Mounted, Fixed-Position Tilt, Stainless Steel Frame Glass Mirror (Bobrick B-293 2436)		\$1,760.41
				Quantity	Unit Price	
			Installation	5.00	328.65	
				x	x	
					Factor =	Total
					1.0713	\$1,760.41
			Restroom accessories			
Subtotal for 10 - Specialties						\$14,938.15

Contractor's Price Proposal - Detail Continues..

Work Order Number: 106281.00
Work Order Title: Warren County Sr. Center Renovations

Proposal Name: Warren County Sr. Center Renovations Bathrooms
Proposal Value: \$375,152.38

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
12 - Furnishings					
97	12 36 53 00-0093		SF	1-1/4" Thick, Black Phenolic Resin Laboratory Countertop Without Backsplash, Machined Bevel Or Radius Edges	\$3,878.11
				Quantity	Unit Price
			Installation	125.00 x 28.96 x 1.0713 =	Total \$3,878.11
				countertops for restrooms and existing room 1	
98	12 36 53 00-0094		LF	4" x 3/4" Thick, Black Phenolic Resin Backsplash For Laboratory Countertop	\$480.48
				Quantity	Unit Price
			Installation	50.00 x 8.97 x 1.0713 =	Total \$480.48
				countertops for restrooms and existing room 1	
99	12 36 61 16-0007		EA	Cutout For Undercounter Sink In Solid Surface CountertopNot including integral seamed sinks	\$558.64
				Quantity	Unit Price
			Installation	6.00 x 86.91 x 1.0713 =	Total \$558.64
				Counter cutout for lavatories	
Subtotal for 12 - Furnishings					\$4,917.23
22 - Plumbing					
100	22 01 40 81-0002		EA	3/8" To 1/2" Compression Shut-off Valve Replacement With 15" Polybutylene Supply Tube	\$1,036.60
				Quantity	Unit Price
			Installation	23.00 x 42.07 x 1.0713 =	Total \$1,036.60
				shut off valves for all fixtures with domestic water	
101	22 01 40 81-0004		EA	Chrome Supply Lines To Sink/Lavatory Replacement, Pair	\$135.56
				Quantity	Unit Price
			Installation	6.00 x 21.09 x 1.0713 =	Total \$135.56
				Waterlines from rough-in to fixture	
102	22 01 40 81-0005		EA	Single Bowl Sink/Lavatory Drain Line Replacement	\$215.52
				Quantity	Unit Price
			Installation	7.00 x 28.74 x 1.0713 =	Total \$215.52
				Drain lines for all sink and water fountains	
103	22 05 76 00-0007		EA	6" Floor Cleanout, Round Or Square Top, Cast Iron With Cast Bronze Screw Plug And Nickel Bronze Cover	\$5,330.61
				Quantity	Unit Price
			Installation	4.00 x 1,225.24 x 1.0713 =	Total \$5,250.40
			Demolition	1.00 x 74.87 x 1.0713 =	\$80.21
				Sanitary cleanout	
104	22 07 19 00-0003		LF	1/2" Diameter Pipe, 1/2" Thick, Fiberglass Insulation With All Service Jacket (ASJ)	\$484.50
				Quantity	Unit Price
			Installation	75.00 x 6.03 x 1.0713 =	Total \$484.50
				Insulation for new domestic water lines	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 106281.00
Work Order Title: Warren County Sr. Center Renovations

Proposal Name: Warren County Sr. Center Renovations Bathrooms
Proposal Value: \$375,152.38

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
22 - Plumbing					
105	22 07 19 00-0004		LF	3/4" Diameter Pipe, 1/2" Thick, Fiberglass Insulation With All Service Jacket (ASJ)	\$1,307.74
				Quantity	Unit Price
			Installation	195.00 x	6.26 x
					Factor =
					Total
					\$1,307.74
				Insulation for new domestic water lines	
106	22 07 19 00-0005		LF	1" Diameter Pipe, 1/2" Thick, Fiberglass Insulation With All Service Jacket (ASJ)	\$1,607.75
				Quantity	Unit Price
			Installation	225.00 x	6.67 x
					Factor =
					Total
					\$1,607.75
				Insulation for new domestic water lines	
107	22 11 16 00-0853		LF	1/2" Inside Diameter Copper Pipe/Tubing Type L AssemblyIncludes all hangers and couplings, elbow, tee, reducer fittings. All hangers are complete assemblies. Not for use where detail is available.	\$1,209.23
				Quantity	Unit Price
			Installation	75.00 x	15.05 x
					Factor =
					Total
					\$1,209.23
				Domestic water branch lines to fixtures	
108	22 11 16 00-0854		LF	3/4" Inside Diameter Copper Pipe/Tubing Type L AssemblyIncludes all hangers and couplings, elbow, tee, reducer fittings. All hangers are complete assemblies. Not for use where detail is available.	\$6,396.73
				Quantity	Unit Price
			Installation	350.00 x	17.06 x
					Factor =
					Total
					\$6,396.73
				Domestic water branch lines to fixtures	
109	22 11 16 00-0855		LF	1" Inside Diameter Copper Pipe/Tubing Type L AssemblyIncludes all hangers and couplings, elbow, tee, reducer fittings. All hangers are complete assemblies. Not for use where detail is available.	\$4,471.34
				Quantity	Unit Price
			Installation	225.00 x	18.55 x
					Factor =
					Total
					\$4,471.34
				Domestic water branch lines	
110	22 11 16 00-0856		LF	1-1/4" Inside Diameter Copper Pipe/Tubing Type L AssemblyIncludes all hangers and couplings, elbow, tee, reducer fittings. All hangers are complete assemblies. Not for use where detail is available.	\$5,001.63
				Quantity	Unit Price
			Installation	225.00 x	20.75 x
					Factor =
					Total
					\$5,001.63
				Domestic water branch lines	
111	22 11 16 00-0857		LF	1-1/2" Inside Diameter Copper Pipe/Tubing Type L AssemblyIncludes all hangers and couplings, elbow, tee, reducer fittings. All hangers are complete assemblies. Not for use where detail is available.	\$3,670.27
				Quantity	Unit Price
			Installation	150.00 x	22.84 x
					Factor =
					Total
					\$3,670.27
				Domestic line main to connect to existing main	
112	22 11 19 00-0041		EA	1/2" Inlet/Outlet, Flow Through Automatic Trap Primer (JR Smith 2699)	\$1,331.52
				Quantity	Unit Price
			Installation	6.00 x	207.15 x
					Factor =
					Total
					\$1,331.52
				Trap primers for floor drains	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 106281.00
Work Order Title: Warren County Sr. Center Renovations

Proposal Name: Warren County Sr. Center Renovations Bathrooms
Proposal Value: \$375,152.38

	Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			
22 - Plumbing						
113	22 11 19 00-0046		EA		Copper Four Opening Trap Primer Distribution Unit (PPP DU-4)Can be used for two, three or four drains.	\$123.40
				Quantity	Unit Price	Factor = Total
			Installation	1.00 x	115.19 x	\$123.40
				Trap primer distributor from domestic water line		
114	22 11 19 00-0072		EA		1-1/2" Brass, Anti Siphon Vacuum Breaker	\$357.69
				Quantity	Unit Price	Factor = Total
			Installation	1.00 x	333.88 x	\$357.69
				Relief valve for new water heater		
115	22 11 19 00-0088		EA		>11 To 32 Fixture Unit Capacity, 1" Nipple, Stainless Steel, Hydrotrol Water Hammer Arrestor (Jay R. Smith® 5010)	\$3,400.48
				Quantity	Unit Price	Factor = Total
			Installation	8.00 x	396.77 x	\$3,400.48
				Water hammer for new domestic water piping		
116	22 11 19 00-0217		EA		2" Washing Machine Outlet Box, Plastic, Two 1/2" Supply Valves	\$207.40
				Quantity	Unit Price	Factor = Total
			Installation	1.00 x	193.60 x	\$207.40
				Water valves for new washer		
117	22 11 19 00-0224		EA		1/2" Inlets, 1/2" Outlet Sink/Faucet Point-Of-Use Thermostatic Mixing Valve (Bradley S59-2007)	\$2,155.37
				Quantity	Unit Price	Factor = Total
			Installation	6.00 x	335.32 x	\$2,155.37
				Mixing valve for faucets		
118	22 11 19 00-0240		EA		3/4" In x 3/4" Out Thermostatic Mixing Valve (Leonard LV-981-RF)For hot water or two pipe low pressure steam.	\$708.52
				Quantity	Unit Price	Factor = Total
			Installation	1.00 x	661.36 x	\$708.51
				Shower mixing valve		
119	22 11 19 00-0462		EA		1-1/4" To 2" Diameter Air Gap For Backflow Preventer	\$1,513.17
				Quantity	Unit Price	Factor = Total
			Installation	14.00 x	100.89 x	\$1,513.17
				Backflow preventer for fixtures		
120	22 13 13 00-0003		EA		Floor Mounted Water Closet, Single Fixture Rough-In, Cast Iron Waste And Vent PipeIncludes cast iron waste and vent pipe and copper domestic supply . Excludes fixture and flush valve.	\$2,441.79
				Quantity	Unit Price	Factor = Total
			Installation	3.00 x	759.76 x	\$2,441.79
				Rough-in for toilets		
121	22 13 13 00-0006		EA		Wall Mounted Urinal, Single Fixture Rough-In, Cast Iron Waste And Vent PipeIncludes cast iron waste and vent pipe and copper domestic supply. Excludes fixture, carrier and flush valve.	\$482.85
				Quantity	Unit Price	Factor = Total
			Installation	1.00 x	450.71 x	\$482.85
				Rough-in for urinal		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 106281.00

Work Order Title: Warren County Sr. Center Renovations

Proposal Name: Warren County Sr. Center Renovations Bathrooms

Proposal Value: \$375,152.38

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
22 - Plumbing					
122	22 13 13 00-0008		EA	Countertop Kitchen Sink, Single Fixture Rough-In, Cast Iron Waste And Vent PipeIncludes cast iron waste and vent pipe and copper domestic supply. Excludes fixture and faucet.	\$5,021.92
				Quantity	Unit Price
			Installation	7.00 x	669.67 x
					Factor =
					Total
					\$5,021.92
				Rough-in for sinks in restrooms and laundry room, rough-in for washer in laundry room, and sink in existing room 1	
123	22 13 13 00-0010		EA	Free Standing Water Cooler, Single Fixture Rough-In, Cast Iron Waste And Vent PipeIncludes cast iron waste and vent pipe and copper domestic supply . Excludes fixture.	\$464.62
				Quantity	Unit Price
			Installation	1.00 x	433.70 x
					Factor =
					Total
					\$464.62
				Rough-in for cooler in hallway	
124	22 13 13 00-0013		EA	Shower, Single Fixture Rough-In, Cast Iron Waste And Vent PipeIncludes cast iron waste and vent pipe and copper domestic supply. Excludes fixture, shower head and faucet.	\$712.75
				Quantity	Unit Price
			Installation	1.00 x	665.31 x
					Factor =
					Total
					\$712.75
				Rough-in for showering in bathing room	
125	22 13 16 00-0211		EA	2" Bell And Spigot Cast Iron P-Trap	\$751.80
				Quantity	Unit Price
			Installation	12.00 x	58.48 x
					Factor =
					Total
					\$751.80
				Fixture and floor drain trap	
126	22 13 16 00-0271		LF	2" No Hub Cast Iron Pipe	\$2,193.49
				Quantity	Unit Price
			Installation	175.00 x	11.70 x
					Factor =
					Total
					\$2,193.49
				Subgrade sanitary pipe	
127	22 13 16 00-0272		LF	3" No Hub Cast Iron Pipe	\$3,106.77
				Quantity	Unit Price
			Installation	125.00 x	16.64 x
			Demolition	125.00 x	6.56 x
					Factor =
					Total
					\$2,228.30
					\$878.47
				Subgrade sanitary pipe. Demo of existing	
128	22 13 16 00-0273		LF	4" No Hub Cast Iron Pipe	\$11,620.18
				Quantity	Unit Price
			Installation	360.00 x	21.58 x
			Demolition	360.00 x	8.55 x
					Factor =
					Total
					\$8,322.72
					\$3,297.46
				Subgrade sanitary pipe. Demo of existing	
129	22 13 16 00-0300		EA	2" No Hub Cast Iron 1/4 Bend	\$997.59
				Quantity	Unit Price
			Installation	16.00 x	38.16 x
			Demolition	16.00 x	20.04 x
					Factor =
					Total
					\$654.09
					\$343.50
				Subgrade sanitary pipe. Demo of existing	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 106281.00
Work Order Title: Warren County Sr. Center Renovations

Proposal Name: Warren County Sr. Center Renovations Bathrooms
Proposal Value: \$375,152.38

	Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			
22 - Plumbing						
130	22 13 16 00-0301		EA		3" No Hub Cast Iron 1/4 Bend	\$291.82

Contractor's Price Proposal - Detail Continues..

Work Order Number: 106281.00
Work Order Title: Warren County Sr. Center Renovations

Proposal Name: Warren County Sr. Center Renovations Bathrooms
Proposal Value: \$375,152.38

	Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			
22 - Plumbing						
139	22 42 13 13-0008		EA	1 Piece Tank Type, Siphon Jet, Floor Mounted, Floor Outlet, Elongated Vitreous China Water Closet (American Standard Compact Cadet™)		\$2,171.66
			Installation	Quantity	Unit Price	Factor = Total
				3.00	675.71	1.0713 = \$2,171.66
				x	x	
				Water closets in restrooms		
140	22 42 13 16-0015		EA	Washout, Floor Mounted, Vitreous China Urinal (Kohler® Branham™)		\$1,011.32
			Installation	Quantity	Unit Price	Factor = Total
				1.00	944.01	1.0713 = \$1,011.32
				x	x	
				In men's room		
141	22 42 13 16-0032		EA	Floor Mounted Bearing Plate Type, Single Urinal Carrier		\$403.58
			Installation	Quantity	Unit Price	Factor = Total
				1.00	376.72	1.0713 = \$403.58
				x	x	
				Men's room urinal		
142	22 42 16 13-0024		EA	17" x 14" Oval Vitreous China Undercounter Lavatory (Kohler® Caxton®)		\$1,576.10
			Installation	Quantity	Unit Price	Factor = Total
				4.00	367.80	1.0713 = \$1,576.10
				x	x	
				Restroom lavatories		
143	22 42 16 13-0067		EA	18" x 15" Wall Mounted Lavatory, Stainless Steel (Acorn 1950-1)		\$1,991.24
			Installation	Quantity	Unit Price	Factor = Total
				1.00	1,858.71	1.0713 = \$1,991.24
				x	x	
				Sink in existing room 1		
144	22 42 16 16-0048		EA	24" x 24" x 10" Molded Stone Mop Service Sink With Strainer (Swanstone MS-2424-010)		\$525.24
			Installation	Quantity	Unit Price	Factor = Total
				1.00	490.28	1.0713 = \$525.24
				x	x	
				Sink in Laundry room		
145	22 42 23 00-0011		EA	40" x 48" x 82" Handicapped, Solid Plastic Shower Enclosure (General Partitions)		\$2,860.30
			Installation	Quantity	Unit Price	Factor = Total
				1.00	2,669.93	1.0713 = \$2,860.30
				x	x	
				In bath room		
146	22 42 39 00-0029		EA	Classic Style Widespread Lavatory Faucet With Chrome Lever Handles (Delta 3530LF-MPU)		\$219.30
			Installation	Quantity	Unit Price	Factor = Total
				1.00	204.70	1.0713 = \$219.30
				x	x	
				Shower fixtures		
147	22 42 39 00-0049		EA	Concealed Thermostatic/Pressure Balancing Control Valve With Chrome Plated Shower Head (Chicago Faucet 2502-600CP)		\$634.78
			Installation	Quantity	Unit Price	Factor = Total
				1.00	592.53	1.0713 = \$634.78
				x	x	
				Shower control valve		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 106281.00
Work Order Title: Warren County Sr. Center Renovations

Proposal Name: Warren County Sr. Center Renovations Bathrooms
Proposal Value: \$375,152.38

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
22 - Plumbing					
148	22 42 43 00-0006		EA	Top Spud, Concealed Nannual Water Closet Flush Valve (Sloan Royal-142)	\$1,069.78
				Quantity	Unit Price
			Installation	3.00 x	332.86 x
					Factor =
					Total
					\$1,069.78
				Water closet flushometer	
149	22 42 43 00-0011		EA	Dual Flush Water Closet Flush Valve (Sloan Uppercut WES-115)"Green". 1.6 Gallons or 1.1 Gallons per flush. Includes instructional placards on proper operation.	\$283.43
				Quantity	Unit Price
			Installation	1.00 x	264.57 x
					Factor =
					Total
					\$283.43
				Urinal flushometer	
150	22 45 36 00-0006		EA	78 GPM, 1-1/4" Inlet, 1-1/4" Outlet, Brass Thermostatic Mixing/Tempering Valve (Haws 9202E)	\$1,566.59
				Quantity	Unit Price
			Installation	1.00 x	1,462.33 x
					Factor =
					Total
					\$1,566.59
				Water heater tempering valve	
151	22 47 16 00-0031		EA	Stainless Steel, Wall Mounted, Two Station, Electronic Sensor Semi Circular Indoor Water Cooler With Bubblers, 180 Degree Push Bars, 7.5 GPH (Halsey-Taylor OVL-II-SEREE-Q)	\$4,925.98
				Quantity	Unit Price
			Installation	1.00 x	4,598.13 x
					Factor =
					Total
					\$4,925.98
				Dual water cooler in hallway	
152	22 47 26 00-0003		EA	Floor Mounted Hanger Plate Type, Single Water Cooler Carrier	\$370.70
				Quantity	Unit Price
			Installation	1.00 x	346.03 x
					Factor =
					Total
					\$370.70
				Water cooler carrier	
Subtotal for 22 - Plumbing					\$106,920.78

23 - Heating, Ventilating, And Air-Conditioning (HVAC)

153	23 01 20 91-0024		EA	Shut Down Existing Interior Piping SystemIncludes lock out/tag out and average line tracing. Use when valves are greater than 25' from work. When the shut-off valves for multiple lines are located with a 10' radius, the quantity used shall be one.	\$339.45
				Quantity Unit Price Factor Total 2.00 158.43 1.0713 \$339.45 x x =	
				Water system shutdown for renovation	
154	23 55 23 13-0012		EA	7,300 Watt Infrared Elect Heater, Ceiling Hung Unit, No Fan Required	\$1,040.11
				Quantity Unit Price Factor Total 1.00 970.89 1.0713 \$1,040.11 x x =	
				Electric Space heater in Bathing Room	

Subtotal for 23 - Heating, Ventilating, And Air-Conditioning (HVAC) **\$1,379.56**

26 - Electrical

Contractor's Price Proposal - Detail Continues..

Work Order Number: 106281.00

Work Order Title: Warren County Sr. Center Renovations

Proposal Name: Warren County Sr. Center Renovations Bathrooms

Proposal Value: \$375,152.38

	Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			
26 - Electrical						
155	26 05 19 16-0199		MLF	3 Conductors, #10 AWG, Type MC, Solid Or Stranded, Galvanized Steel Armored Cable		\$12,690.16
			Installation	Quantity	Unit Price	Factor = Total
				3.50	3,384.45	1.0713 = \$12,690.16
			Conductor for fixtures and equipment including home runs to the panel and to existing switch gear			
156	26 05 19 16-0244		MLF	#14/4 With Two #16 Tinned Ground And One #14 Ground FPLP Twisted Shielded Pair Red Armored Cable		\$6,729.46
			Installation	Quantity	Unit Price	Factor = Total
				1.50	4,187.72	1.0713 = \$6,729.46
			Cabling for control and fire alarm			
157	26 05 29 00-0007		LF	>2' Length x 1-5/8" Wide x 1-5/8" High, 14 Gauge, Steel Unistrut Channel		\$1,332.97
			Installation	Quantity	Unit Price	Factor = Total
				225.00	5.53	1.0713 = \$1,332.97
			Electrical system ceiling supports including conduits, lighting, boxes and devices			
158	26 05 29 00-0222		EA	1-1/2" Bolt And Nut Conduit Clip (Minerallac 3B)		\$107.99
			Installation	Quantity	Unit Price	Factor = Total
				28.00	3.60	1.0713 = \$107.99
			Electrical system ceiling supports including conduits, lighting, boxes and devices			
159	26 05 29 00-0256		EA	1-1/2" Diameter, Rigid Steel Conduit Clamp For Unistrut Channel		\$105.59
			Installation	Quantity	Unit Price	Factor = Total
				28.00	3.52	1.0713 = \$105.59
			Electrical system ceiling supports including conduits, lighting, boxes and devices			
160	26 05 29 00-0348		EA	3/8" Diameter, 2" Length, Zinc Plated Steel, Hex Lag Bolt With Lag Shield Expansion Anchor		\$122.99
			Installation	Quantity	Unit Price	Factor = Total
				28.00	4.10	1.0713 = \$122.99
			Electrical system ceiling supports including conduits, lighting, boxes and devices			
161	26 05 29 00-0376		LF	1/2" Diameter, Plain Finish Steel, Low Carbon Threaded Rod		\$1,139.86
			Installation	Quantity	Unit Price	Factor = Total
				280.00	3.80	1.0713 = \$1,139.86
			Electrical system ceiling supports including conduits, lighting, boxes and devices			
162	26 05 29 00-0384		EA	1/2" Diameter, Threaded Rod Coupling Nut		\$187.48
			Installation	Quantity	Unit Price	Factor = Total
				28.00	6.25	1.0713 = \$187.48
			Electrical system ceiling supports including conduits, lighting, boxes and devices			
163	26 05 33 13-0604		LF	1-1/2" Electrical Metallic Tubing (EMT) Conduit		\$5,582.01
			Installation	Quantity	Unit Price	Factor = Total
				850.00	6.13	1.0713 = \$5,582.01
			Conduit throughout project for electrical system			
164	26 05 33 13-0648		EA	1-1/2" Electrical Metallic Tubing (EMT) Compression Coupling		\$845.95
			Installation	Quantity	Unit Price	Factor = Total
				85.00	9.29	1.0713 = \$845.95
			Coupling for conduit			

Contractor's Price Proposal - Detail Continues..

Work Order Number: 106281.00

Work Order Title: Warren County Sr. Center Renovations

Proposal Name: Warren County Sr. Center Renovations Bathrooms

Proposal Value: \$375,152.38

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
26 - Electrical					
165	26 05 33 13-2247		EA	1-1/2" Metallic Conduit Field Bending	\$2,024.76
				Quantity Unit Price Factor Total	
			Installation	150.00 x 12.60 x 1.0713 = \$2,024.76	
				Field bends per specs	
166	26 05 33 16-0005		EA	3-1/2" Depth, 4" Square Steel Box	\$2,719.01
				Quantity Unit Price Factor Total	
			Installation	93.00 x 25.77 x 1.0713 = \$2,567.49	
			Demolition	16.00 x 8.84 x 1.0713 = \$151.52	
				Boxes for fixtures, equipment, access and splices. Demo of existing junction boxes for mechanical devices per plan	
167	26 05 33 16-0066		EA	Single Box Bracket, One 4" Or 4-11/16" Square Box	\$828.85
				Quantity Unit Price Factor Total	
			Installation	93.00 x 7.81 x 1.0713 = \$778.12	
			Demolition	16.00 x 2.96 x 1.0713 = \$50.74	
				Junction box mounting. Demo of existing junction boxes for mechanical devices per plan	
168	26 05 33 23-0159		LF	1-9/32" x 3/4" Two Piece Surface Metal Raceway Base And Cover (Wiremold #2000BC)	\$1,726.94
				Quantity Unit Price Factor Total	
			Installation	325.00 x 4.96 x 1.0713 = \$1,726.94	
				Raceways for conductors per specs to fixtures	
169	26 05 33 23-0161		EA	Coupling (Wiremold #2001)	\$190.95
				Quantity Unit Price Factor Total	
			Installation	32.00 x 5.57 x 1.0713 = \$190.95	
				Raceways accessories for conductors per specs to fixtures	
170	26 05 33 23-0162		EA	Supporting Clip (Wiremold #2003)	\$106.27
				Quantity Unit Price Factor Total	
			Installation	32.00 x 3.10 x 1.0713 = \$106.27	
				Raceways accessories for conductors per specs to fixtures	
171	26 09 23 00-0211		EA	1,000 SF, 360 Degree, (Multi) Passive Infrared And Ultrasonic, Ceiling Mounted, Wired Occupancy Sensor (Encelium SCM-1000)Excludes GB II cable.	\$1,054.97
				Quantity Unit Price Factor Total	
			Installation	4.00 x 246.19 x 1.0713 = \$1,054.97	
				Occupancy sensor	
172	26 24 13 00-0064		EA	100 To 400 Amperes, 120 / 240 Volt, MC Branch Breaker	\$2,544.51
				Quantity Unit Price Factor Total	
			Installation	1.00 x 2,375.16 x 1.0713 = \$2,544.51	
				Panel main breaker	
173	26 24 13 00-0093		EA	15 To 60 Amperes, 120/208 Volt, MC Branch Breaker	\$9,566.82
				Quantity Unit Price Factor Total	
			Installation	30.00 x 297.67 x 1.0713 = \$9,566.82	
				Circuit breakers for new panel	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 106281.00
Work Order Title: Warren County Sr. Center Renovations

Proposal Name: Warren County Sr. Center Renovations Bathrooms
Proposal Value: \$375,152.38

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
26 - Electrical					
174	26 24 16 00-0256		EA	225 Ampere Rating, 54 Circuit Capacity, Main Breaker, NEMA 3R, 5, Or 12, 240 Volt AC, 48 Volt DC, 4 Wire, 3 Phase, Unassembled Panelboard	\$2,967.09
				Quantity	Unit Price
			Installation	1.00 x 2,769.62 x 1.0713 =	Total \$2,967.09
				new panel	
175	26 27 26 00-0005		EA	20 Amperes, 1 Gang, NEMA 5-20, Duplex Receptacle Assembly	\$2,090.02
				Quantity	Unit Price
			Installation	34.00 x 57.38 x 1.0713 =	Total \$2,090.02
				New outlets	
176	26 28 16 16-0174		EA	60 Amp, 240 Volt Class, 3 Phase, 3 Wire, 2 Blades And Fuseholders, Heavy Duty Fusible, NEMA 3R Enclosure, Neutral Kit, Bolt-On Hubs, Safety Switch	\$5,346.19
				Quantity	Unit Price
			Installation	6.00 x 831.73 x 1.0713 =	Total \$5,346.19
				disconnect for mechanical equipment	
177	26 51 19 00-0024		EA	2' x 2', 3,300 Lumens, Prismatic Lensed, Lay-In/ Troffer LED Fixture (Lithonia 2TL2)	\$2,608.66
				Quantity	Unit Price
			Installation	6.00 x 405.84 x 1.0713 =	Total \$2,608.66
				Type 1 lighting fixtures	
178	26 51 19 00-0024	0208	MOD	For Drywall Or Plaster Ceilings, Add	\$93.33
				Quantity	Unit Price
			Installation	6.00 x 14.52 x 1.0713 =	Total \$93.33
179	26 51 19 00-0025		EA	2' x 4', 4,600 Lumens, Prismatic Lensed, Lay-In/ Troffer LED Fixture (Lithonia 2TL4)	\$1,810.87
				Quantity	Unit Price
			Installation	5.00 x 338.07 x 1.0713 =	Total \$1,810.87
				Type 2 lighting fixtures	
180	26 51 19 00-0025	0299	MOD	For Drywall Or Plaster Ceilings With Frame Kit, Add	\$140.93
				Quantity	Unit Price
			Installation	5.00 x 26.31 x 1.0713 =	Total \$140.93
181	26 51 19 00-0087		EA	4' Length, 4,000 Lumens, Surface Mount, Volumetric LED Fixture (Lithonia STL4)	\$1,327.02
				Quantity	Unit Price
			Installation	3.00 x 412.90 x 1.0713 =	Total \$1,327.02
				Type 3 lighting fixtures	
182	26 52 13 13-0005		EA	18 Max Wattage At 90 Minutes, 6 Volt, Polycarbonate Housing, Krypton Lamps, Commercial Emergency Light (Lithonia ELM618)	\$1,771.53
				Quantity	Unit Price
			Installation	11.00 x 150.33 x 1.0713 =	Total \$1,771.53
				Wall packs	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 106281.00
Work Order Title: Warren County Sr. Center Renovations

Proposal Name: Warren County Sr. Center Renovations Bathrooms
Proposal Value: \$375,152.38

	Sect.	Item	Modifier	UOM	Description	Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)				
26 - Electrical							
183	26 52 13 16-0011		EA		Single Face, Thermoplastic Housing, LED Exit Sign/Emergency Light Combo With Battery Back-Up (Lithonia LHQM LED)Includes two circular side mounted LED emergency lights.	\$742.18	
			Installation	Quantity	Unit Price	Factor	Total
				2.00	346.39	x 1.0713 =	\$742.18
			Exit signs				
Subtotal for 26 - Electrical							\$68,505.36
28 - Electronic Safety And Security							
184	28 46 21 17-0484		EA		75Cd, Wall Mounted Horn Strobe, Red (Simplex 4903-9426)	\$769.54	
			Installation	Quantity	Unit Price	Factor	Total
				6.00	119.72	x 1.0713 =	\$769.54
			Audio visual fire alarm device				
185	28 46 21 17-0531		EA		Semi-Flush Mount Modular Adapter Using Standard 4" Square Electrical Box (Simplex 4905-9921)	\$260.97	
			Installation	Quantity	Unit Price	Factor	Total
				6.00	40.60	x 1.0713 =	\$260.97
			Audio visual fire alarm device				
Subtotal for 28 - Electronic Safety And Security							\$1,030.51
31 - Earthwork							
186	31 23 16 13-0008		CY		Excavation For Trenching By Hand In Loose Rock Or Compacted AggregateIncludes stockpiling excess materials and trimming sides and bottom of trench.	\$3,239.27	
			Installation	Quantity	Unit Price	Factor	Total
				32.00	94.49	x 1.0713 =	\$3,239.27
			Trenching of sanitary lines through compacted slab stone base				
187	31 23 16 36-0019		CY		Backfilling Around Building Foundations And Other Structures By Hand	\$899.21	
			Installation	Quantity	Unit Price	Factor	Total
				32.00	26.23	x 1.0713 =	\$899.21
			Backfill of trenched areas for sanitary lines				
188	31 23 16 36-0022		CY		Compaction Of Fill Or Subbase For Building Foundations and Other Structures by Hand	\$591.70	
			Installation	Quantity	Unit Price	Factor	Total
				32.00	17.26	x 1.0713 =	\$591.70
			Compaction of backfill of trenched areas for sanitary lines				
189	31 23 16 36-0026		SY		Finish Grading For Building Foundations And Other Structures by Hand	\$426.16	
			Installation	Quantity	Unit Price	Factor	Total
				78.00	5.10	x 1.0713 =	\$426.16
			Backfill of trenched areas for sanitary lines				

Contractor's Price Proposal - Detail Continues..

Work Order Number: 106281.00

Work Order Title: Warren County Sr. Center Renovations

Proposal Name: Warren County Sr. Center Renovations Bathrooms

Proposal Value: \$375,152.38

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
31 - Earthwork					
190	31 23 16 36-0029		CY	Load Excess Material For Removal From Excavation For Building Foundations and Other Structures by Hand	\$519.24
				Quantity	Unit Price
			Installation	12.00 x	40.39 x
					Factor =
					1.0713
					Total
					\$519.24
				Loading of spoils for subgrade sanitary	
191	31 23 16 36-0032		CY	Spread Excess Or Imported Material On Site By Hand	\$764.14
				Quantity	Unit Price
			Installation	32.00 x	22.29 x
					Factor =
					1.0713
					Total
					\$764.14
				Spreading of backfill of trenched areas for subgrade sanitary	
Subtotal for 31 - Earthwork					\$6,439.72
Proposal Total					\$375,152.38

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Job Order Authorization

Date: 07/07/2022
Job Order #: 106281.00
Title: Warren County Sr. Center Renovations
Project Code: 106281
Contractor: The Matthews Group, Inc.
Contractor Number: E194-88611
Job Order Value: \$375,152.38

To: Simone Johnston

From: Jeff Hayes
Warren County
220 N. Commerce St.
Front Royal, VA 22630

This Job Order Number is issued pursuant to the Term Contract between Owner and Contractor for Job Order Contracting , DGS-30-515, CO-9JOC dated 1/13/21 which is incorporated herein by reference.

SCOPE OF WORK:

The scope of work for which construction services are to be performed under this Job Order is generally described as:
Bathroom renovations, classroom renovations, add cooling to rooms

Time for Completion:

The work shall be commenced on a date to be specified in a written order of the Owner and shall be Substantially Completed within 3 Months calendar days or no later than the Contract Completion Date which is 11/21/2022. The work shall be finally completed within thirty (30) days after the Substantial Completion of the Work.

Contract Documents:

In addition to the Contract Documents listed in the Term Contract for Job Order Contracting , the Contract Documents listed below shall be incorporated into this Job Order as if fully set forth herein:

- Detailed Scope of Work dated ... 5/25/22
- Drawings dated ... Arch dated 5/5/22; MEP dated 1/26/22
- Specifications dated ... N/A
- Any additional Job Order-specific documents ... Addendum dated 6/15/22

The General Conditions of the Construction Contract (CO-7) as supplemented by the Supplemental General Conditions for Job Order Contracting shall apply to all Work performed under this Job Order .

Work Order Number: 106281.00
Work Order Title: Warren County Sr. Center Renovations

Contract Amount:

The Contractor agrees to perform all construction required for the completion of the above- described Scope of Work required by this Project Order for the lump sum amount of \$375,152.38.

"All RISK" BUILDER'S RISK INSURANCE:

This Project is **Owner Controlled During Construction**. Contractor shall procure and maintain "all-risk" Builder's Risk insurance as set forth in Section 12 of the General Conditions for a Site which is Owner controlled during construction.

Contractor

By: _____
(Signature) (Date)

Name: _____

Title: _____

ATTEST: _____
(Signature) (Date)

Owner

By: _____
(Signature) (Date)

Name: _____

Title: _____

ATTEST: _____
(Signature) (Date)

Job Order Contract

Job Order Proposal Request

Form CO-7b JOC DGS-30-525(Rev. 07/20)

Date: No RFP Date Input

To: Simone Johnston

From: Jeff Hayes
Warren County
220 N. Commerce St.
Front Royal, VA 22630

1. PROJECT IDENTIFICATION:

- a. **Project Name:** Warren County Sr. Center Renovations
- b. **Project Number:** 106281
- c. **Project Location:** Warren County Senior Center

2. TIME FOR COMPLETION:

- a. **Project Start Date:** 08/22/2022
- b. **Project Duration:** 3 Months
- c. **Substantial Completion Date:** 11/21/2022

3. PROPOSAL DUE DATE _____

Dear Simone Johnston

The Job Order Proposal request consists of these instructions to the Contractor, the Detailed Scope of Work, and the project specific Special Conditions. The General Conditions, Supplemental General Conditions, and any other requirements of the Term Contract Between Owner and Contractor for Job Order Contracting shall apply unless specifically modified in the project specific Special Conditions.

Additional Requirements:

4. DETERMINATION OF RESPONSIBILITY

The Contractor shall be prepared, if so requested by the Owner, to present evidence of his experience, qualifications and financial ability to carry out the terms of the Job Order.

Prior to award of the Job Order, an evaluation will be made to determine if the Contractor has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance, and who has been prequalified, if required. Factors to be evaluated include, but are not limited to:

Work Order Number: 106281.00

Work Order Title: Warren County Sr. Center Renovations

- (a) sufficient financial ability to perform the contract as evidenced by the Contractor's ability to obtain payment and performance bonds from an acceptable surety;
- (b) appropriate experience to perform the work described in the Detailed Scope of Work ;
- (c) any judgments entered against the Contractor, or any officers, directors, partners or owners for breach of a contract for construction;
- (d) any substantial noncompliance with the terms and conditions of prior construction contracts with a public body without good cause where the substantial noncompliance is documented; or
- (e) a conviction of the Contractor or any officer , director, partner, project manager, procurement manager, chief financial officer, or owner in the last five years of a crime relating to governmental or nongovernmental construction or contracting;
- (f) any current debarment of the Contractor, any officer, director or owner, from bidding or contracting by any public body of any state, any state agency, or any agency of the federal government.

5. ATTACHMENTS:

- a. Detailed Scope Of Work
- b. Other Documentation
- c. Other Documentation



The Matthews Group, Inc.
18915 Lincoln, Rd.,
Purcellville, VA 20132-4145

Ph: 540-338-0411
Fax: 540-338-9518

June 30, 2022.

County Administrator's Office
Warren County Government Center
220 N. Commerce Avenue, Suite 100
Front Royal, Virginia 22630

Attention: Mr. Jeffrey Hayes

Reference: Warren County Senior Center Phase I Restrooms & Mechanical Project Rev#1

Subject: Joint Scoping

Dear Mr. Hayes:

The Matthews Group Inc, *t/a* TMG Construction Corporation is submitting the attached scope and proposal for the project: 01555-0046 Warren County Senior Center Phase I Restrooms & Mechanical Project located at 465 West 15th St., Front Royal, Virginia 22630.

Scope of Work

General

1. Start Date: 8/21/2022.
 - a. Contingent on material lead times.
2. Substantial Completion Date: 11/21/2022.
3. Work hours M-F 7:00am to 3:30pm.
4. Ref: Frederick Andreae Architects - Civil & Architectural dated 5/6/22, Mechanical, Electrical & Plumbing dated 1/26/22
5. Addendum: Drawing P-2 dated 6/15/22

02000 Selective demolition

1. Demo CMU wall in one bathroom
2. Dispose of construction debris

04000 Masonry

1. Tooth-in New CMU to existing CMU at new door location

06400 Millwork

1. Install Base and Wall cabinets in Existing Room and new Laundry Room



07000 Roof Repairs

1. Install roof support for new ERV unit and repair openings created during construction on existing roof TPO is assumed.

08000 Openings

1. Install:
 - 3 Sided Knock-Down Frames x 7
 - Half Light Doors x 2
 - Flush Doors x 6
 - Sets of Hardware x 7 (3 set 1, 1 set 2, 2 set 3, 1 set 4)

09000 Finishes

2. Construction of two demising walls (one in hallway and one in middle of room)
3. Repair ceiling affected by installation of new demising walls
4. Cover two bathrooms with drywall approximately 10' tall on 7/8" furring
5. Install drop ceiling in two bathrooms
6. Paint newly installed drywall

09200 Ceramic Tiling & Flooring

1. Minor Floor Prep
2. Furnish and install LPV per plans and finish schedule
3. Furnish and install resilient wall base per plans and finish schedule
4. Furnish and install floor and wall tiles per plans and finish schedule
5. Furnish and install tile base per plans and finish schedule

10200 Toilet Accessories

Install:

1. 3 Toilet compartments floor mounted overhead braced
2. 1 wall hung urinal screen Solid color reinforced composite, standard MFG Color: Forest green
 - Panels and Doors 58" high
 - MFG Standard Stainless Hardware with continuous brackets
 - Continuous Hinges and Door Hardware
3. Grab Bar 18", 1/4" diameter concealed snap flange x 4
4. Grab Bar 36", 1 1/4" diameter concealed snap flange x 2
5. Grab Bar 42", 1 1/4" diameter concealed snap flange x 2
6. Feminine Napkin Disposal SM x 3
7. Angle Frame Mirror 18" W x 30" H x 5
8. Koala Horizontal Plastic Changing Room station with SS Front, Grey x 2
9. Shower Curtain 72" x 72", white x 1
10. Shower Curtain Hooks SS x 12



11. Coat Hook x 5
12. Excell Hand Dryer thin air dryers stainless steel x 2
13. Bradley Semi REC towel dispenser/waste receptacle x 2
14. Georgia Pacific Jumbo roll toilet paper dispenser x 3
15. Kimberly Clark Automatic black soap dispenser 1,200 ml x 2

22000 Plumbing

1. Install Plumbing fixture per plans
2. Saw cutting of concrete slab as required for new sanitary line
3. Patching of concrete
4. PVC clean-out addition to existing drainage system to outside of building and attaching to existing sewer

26000 Electrical

1. Provide power drawing E-2 in furred out walls as needed.
2. Provide & install new panel EPBM (225 amp MLO).
3. Provide & install approximately 200' of 2" conduit, 200' THNN #6 and 600' of THHN 3/0 for power of new panel.
4. Per drawing E-3 provide new 225 amp CB in existing SWBD. Move existing circuit breaker next to breaker feeding P-CB and locate there. Assuming there is adequate space. Was not able to view SWBD.
5. Provide all mechanical equipment power requirements per drawing E-2.
6. Provide & install lighting per drawing E-3.
 - Type 1 x 6
 - Type 2 x 1
 - Type 3 x 3
 - Type X x 1

 - Type EM x 10
 - Type OCC x 3
 - Type Wall Sensor x 1
7. Relocate existing lighting per drawing E-3
8. Install Space Heater in Bathing room



Clarifications & Exclusions

1. No building permits per this proposal or inspections needed
2. No scope of work included for Fire Safety or fire sprinkler.
3. Site work based on single mobilization.
4. Price does not include any unforeseen conditions.
5. Work to be done during normal business hours as stated in General section of Scope of Work above.
6. Part-time TMG Superintendence is included; Super will ensure all project requirements are met.
7. No structural steel work.
8. No wage scale.
9. No Liquidated Damages.
10. No project specific Performance and Payment or Bid Bonds.
11. No HAZMAT testing or abatement.
12. No 3rd party testing.
13. No Low Voltage work is included.
14. No LDA, utility, or exterior permits.
15. No Certificate of Occupation.
16. Demolished materials will be disposed of as debris and will be separated for recycling where efficient and feasible.
17. TMG will submit monthly payment requests at Net 30 terms.
18. Standard JOC insurance per NJPA Gordian contract will be supplied. Builder's Risk Insurance is not included, but can be added for an additional cost.
19. Final clean-up and dust protection has been included in this proposal.
20. Site specific QC, and Safety plans are not included in this proposal.
21. Engineering, design, and coordinating with any historic societies is excluded.
22. Porta Johns have not been included in this proposal; it is assumed the facility will be available for toilet use.

Rm Finish Schedule					
Name	Floor	Base	Walls	Ceiling	Remarks
HALL 1	LPV	RB	CMU-PNT	ACTACT-EX	RE-WORK EXISTING ACT AND LIGHTS, RE-PAINT WALLS
HALL 2	LPV	RB	CMU-PNT	ACTACT-EX	RE-WORK EXISTING ACT AND LIGHTS, RE-PAINT WALLS
WOMEN'S ROOM	TL-FL	TL-BS	TL-WL / GYP-MR-PNT, ALL WALLS	ACT	REMOVE FLOOR AND BASE TILE AND GRIND GROUT.
MEN'S ROOM	TL-FL	TL-BS	TL-WL / GYP-MR-PNT, ALL WALLS	ACT	REMOVE FLOOR AND BASE TILE, GRIND GROUT AND CLEAN.
BATHING	TL-FL	TL-BS	TL-WL / GYP-MR-PNT, ALL WALLS	ACT	
SHOWER	TL-FL	TL-BS	GYP-MR-PNT (ABOVE SHOWER)	ACT	SHOWER INSERT
CLO	TL-FL	TL-BS	GYP-PNT	ACT	
LAUNDRY	TL-FL	TL-BS	CMU-PNT / TL-WL / GYP-MR-PNT, SEE NOTES	ACTACT-EX	RE-WORK EXISTING ACT AND LIGHTS, RE-PAINT WALLS
EXISTING RM 1	LPV	RB	CMU-PNT, TL-WL	ACTACT-EX	RE-WORK EXISTING ACT AND LIGHTS, RE-PAINT WALLS
EXISTING RM 2	FFBO	BBO	BO	BO	
EXISTING RM 3	FFBO	BBO	BO	BO	

ABBREVIATIONS

ACT ACTUAL CEILING TILE, NEW USS MARS W/ CLIMAPLUS
ACT-EX ACTUAL CEILING TILE, EXISTING TO REMAIN - REWORK AT NEW LIGHTS AND CONSTRUCTION BY OWNER
BO BASE BY OWNER - VINYL
CON-EX EXISTING CONCRETE SMOOTH FINISH, SEALED W/ CLEAR WATER BASED CONCRETE SEALER
CMU-PNT PAINTED EXISTING CMU - RE-PAINT W/ EPOXY
ETR EXISTING TO REMAIN
FFBO FINISH FLOOR BY OWNER
GYP-PNT 5/8" GYPSUM BOARD PAINTED
GYP-MR-PNT 5/8" MOISTURE RESISTANT GYPSUM BOARD PAINTED
LPV LUXURY PLANK VINYL
ME MATCH EXISTING
MTL-PNT METAL PAINTED
TL-FL CERAMIC FLOOR TILE
TL-WL CERAMIC WALL TILE W/ BACKER BOARD BEHIND TILE, PROVIDE BULL NOSE AND COVE TRIMS
TL-BS CERAMIC BASE WITH COVE TO MATCH WALL TILE

FINISH SCHEDULE NOTES

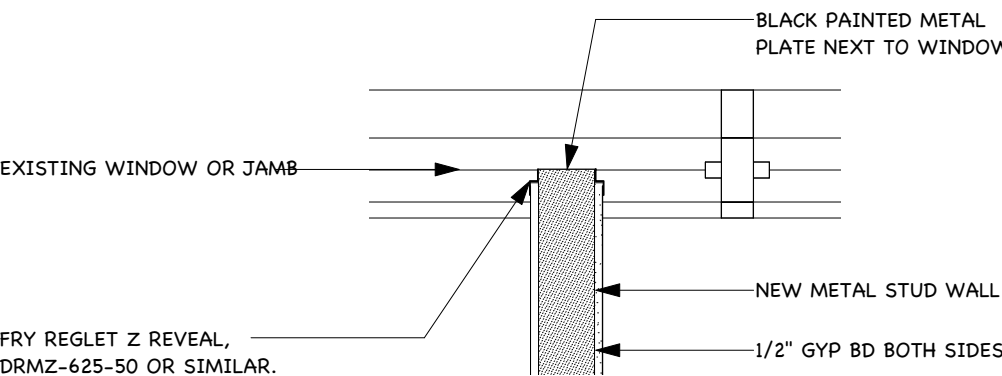
1. REMOVE ALL EXISTING FLOOR TILE AND EXISTING CONCRETE IN RESTROOMS, BATHING ROOM AND LAUNDRY AS NEEDED TO ACCOMMODATE NEW PLUMBING AND FLOOR TILE.

2. IN REST ROOMS AND BATHING ROOM INSTALL BACKER BOARD BEHIND TILE AND MR GYP BD FOR PAINT ED AREAS. HEIGHT OF TILES AS SHOWN ON DRAWINGS. LAUNDRY ROOM SHALL HAVE TILE ON WEST WALL AND OVER CABINETS ON NORTH WALL, MR GYP BD AND PAINT ON REST OF NORTH WALL. SOUTH AND EAST WALLS SHALL KEEP EXISTING CMU AND SHALL BE PAINTED. EXISTING ROOM #1 SHALL HAVE STANDARD GYP BD ON NEW SOUTH WALL AND OTHER WALLS SHALL BE PAINTED. INSTALL TILE BETWEEN COUNTER AND TOP CABINETS IN ROOM #1.

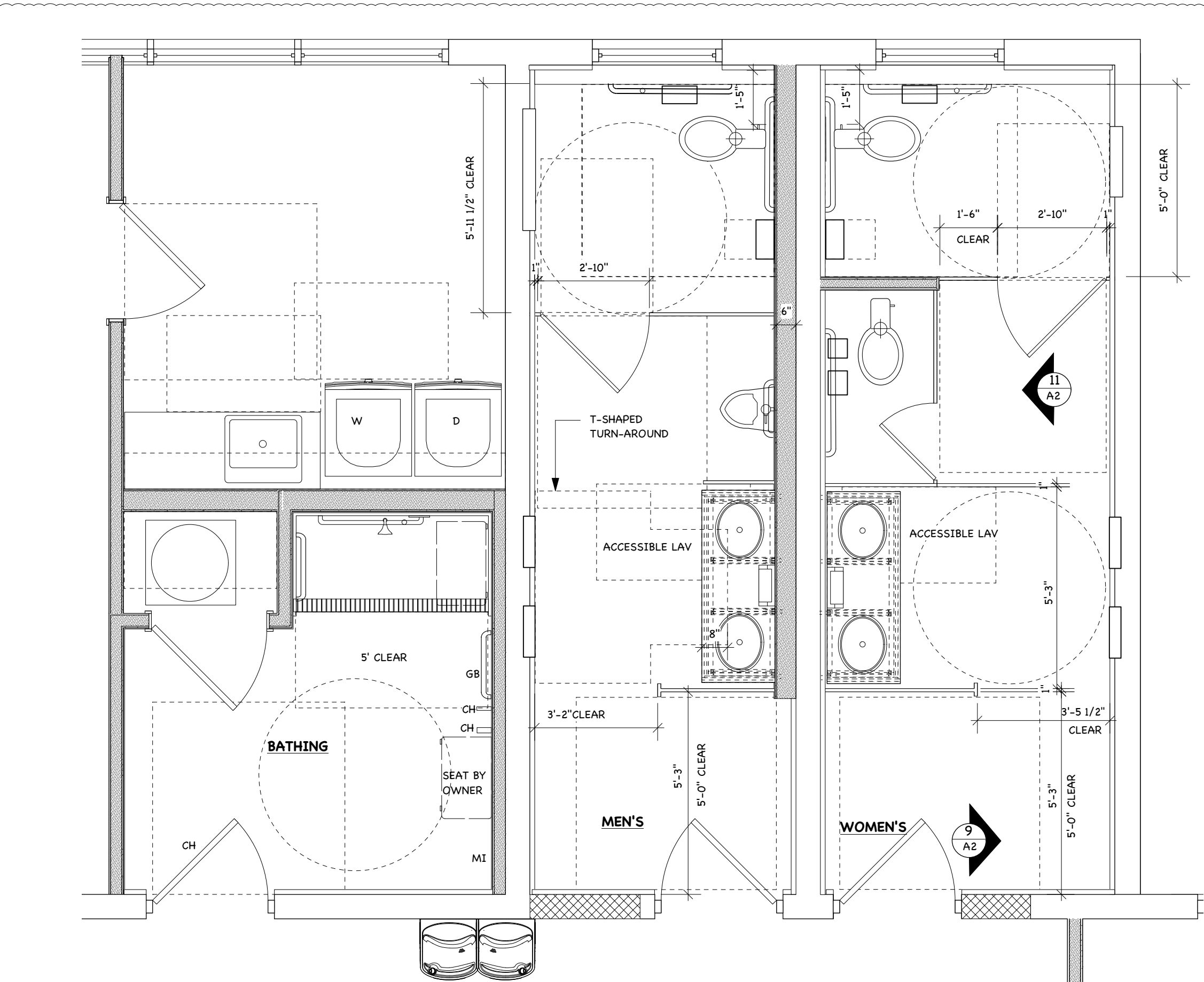
3. CERAMIC TILE SHALL BE INSTALLED USING TRIM PIECES. CORNERS SHALL HAVE NO STRAIGHT TILE PIECE BUT SHALL HAVE BULL NOSE, BULNOSE CORNER AND COVE CORNER TRIMS.

4. ALL SURFACES, EXCEPT AS NOTED IN FINISH SCHEDULE, SHALL HAVE NEW FINISHES: NEW TILE, NEW PAINT OR NEW LAY-IN CEILING TILE. TOUCH-UP PAINTING OF PREVIOUSLY PAINTED SURFACES SHALL BE TO THE CLOSEST CORNER, COLORS AND SHEEN AS DIRECTED BY OWNER.

5. THRESHOLDS THAT HAVE DISSIMILAR MATERIALS SHALL HAVE SCHRUTER ACCESSORY TO PROVIDE FLUSH TRANSITION BETWEEN MATERIALS.

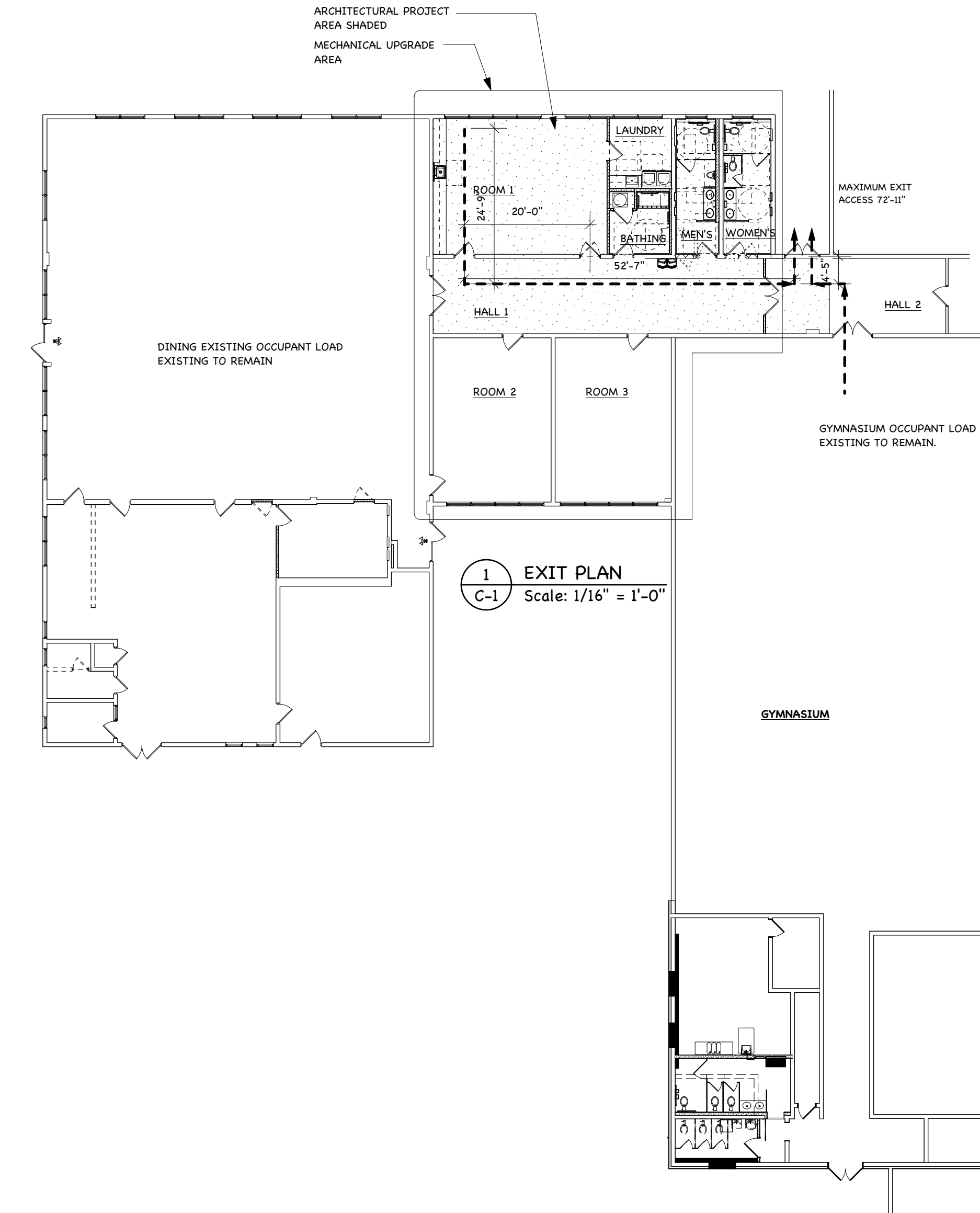


2 STUD WALL TO WINDOW DETAIL
C-1 Scale: 1" = 1'-0"



3 ACCESSIBLE FLOOR SPACE
C-1 Scale: 3/8" = 1'-0"

ACCESSIBLE FLOOR SPACE DIAGRAM
5-6-22 REV#1



1 EXIT PLAN
C-1 Scale: 1/16" = 1'-0"

WARREN COUNTY SENIOR CENTER PHASE I RESTROOM & MECHANICAL UP-GRADE

465 WEST 15TH STREET
FRONT ROYAL, VA 22630

Client Contact:
Jeffrey Hayes, Project Manager

Warren County Administrator's Office
220 North Commerce Avenue
Front Royal, VA 22630
540-636-4600

Architect
Fred Andrae
Frederick Andrae Architects
25 South Royal Ave.
Front Royal, VA 22630
540-635-5135
fandrae@embargoimai.com

Mechanical/Electrical/Plumbing
MEI Engineering, Inc.
276 South Liberty Street
Harrisonburg, VA 22801
(540) 432-6272
mdi@meiengineeringinc.com

Structural Engineer
Richard Ruckman
Ruckman Engineering, PLC
22 B Ricketts Drive

BUILDING CODE SUMMARY:

NAME OF PROJECT: WARREN COUNTY SENIOR RESTROOM AND MECHANICAL UP-GRADES
ADDRESS: 465 WEST 15TH STREET, FRONT ROYAL, VA 22630
PROPOSED USE: A3 COMMUNITY HALL & BUSINESS
PROPOSED USE: SAME
OWNER OR AUTHORIZED AGENT: JEFF HAYES, PROJECTS MANAGER WARREN COUNTY
CODE ENFORCEMENT JURISDICTION: WARREN COUNTY, VA
YEAR ADDITION OF CODE: 2015 VIRGINIA EXISTING BUILDING CODE

BUILDING DATA & ALLOWABLE BUILDING AREA:
CONSTRUCTION TYPE: IIB, EXISTING TO REMAIN
SPRINKLERS: NO
BUILDING HEIGHT: (1) STORY +/- 17'
ALLOWABLE BUILDING AREA (SQ FT): NOT APPLICABLE, EXISTING TO REMAIN
MIXED OCCUPANCY: NOT APPLICABLE, EXISTING TO REMAIN
AREA MODIFICATION (SQ FT): NOT APPLICABLE, EXISTING TO REMAIN

LIFE SAFETY SYSTEM REQUIREMENTS		
EMERGENCY LIGHTING:	NO	X YES
EXIT SIGNS:	NO	X YES
FIRE ALARM:	NO	X YES
SMOKE ALARM:	NO	X YES
PANIC HARDWARE	NO	X YES

MEANS OF EGRESS FOR RESTROOMS

OCCUPANCY LOAD
NA- EXISTING TO REMAIN

EGRESS WIDTH
(2) 3'-0" DOORS IN HALL

EXIT NUMBER

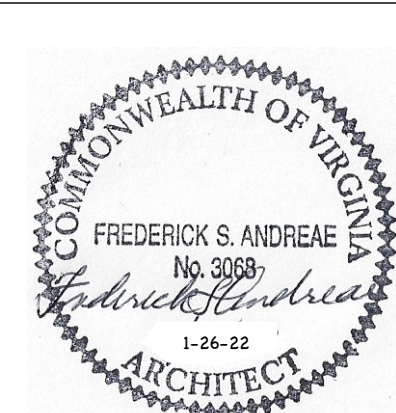
OCCUPANCY LOAD IS THE SAME, NEW HALL DOORS ARE EGRESS DOORS. EXIT

FOR GYMNASIUM IS EXISTING TO REMAIN

EXIT ACCESS TRAVEL DISTANCE - EXISTING TO REMAIN

EXIT DOOR ARRANGEMENT FOR ASSEMBLY - EXISTING TO REMAIN

DIAGONAL FOR ASSEMBLY AREA - EXISTING TO REMAIN



PROJECT SPECIFICATIONS

JOB CONDITIONS

1. THIS PROJECT IS LOCATED AT THE WARREN COUNTY HEALTH AND HUMAN SERVICES COMPLEX, SENIOR CENTER WING, 15TH STREET, FRONT ROYAL, VA 22630. WORK INCLUDES DEMOLITION AND NEW CONSTRUCTION IN THE EXISTING BUILDING.
2. THIS PROJECT INCLUDES WORKING ON THE HEALTH AND HUMAN SERVICES GROUNDS AND WILL REQUIRE SPECIAL STAGING TO ACCOMMODATE THE PUBLIC. PARTS OF THE FACILITY WILL BE OCCUPIED DURING THE CONSTRUCTION PROCESS. A PRE-BID MEETING SHALL BE HELD TO DISCUSS STAGING.
3. THIS PROJECT INVOLVES DEMOLITION WORK IN A BUILDING BUILT BEFORE 1978. OWNER HAS TESTED FOR ASBESTOS AND LEAD. NO ASBESTOS WAS FOUND. LEAD IN THE PAINT WAS LESS THAN WHAT IS CONSIDERED TO BE LEAD PAINT BY THE COMMONWEALTH OF VIRGINIA WHICH IS 1.0 MG/CM SQUARED. (NOTE THAT DETECTABLE LEAD QUANTITIES LESS THAN 1 MG/CM SQUARED MAY CREATE A LEAD DUST HAZARD EVEN THOUGH IT IS NOT A LEAD-BASED PAINT HAZARD) THE TEST RESULTS ARE AVAILABLE FOR REVIEW FROM THE OWNER. IF ANY ASBESTOS OR LEAD IS UNCOVERED DURING CONSTRUCTION, NOTIFY OWNER SO OWNER CAN REMOVE.
4. ANY PLANNED DISRUPTION OF OR TIE-INS TO EXISTING UTILITIES SHALL BE COORDINATED WITH THE COUNTY REPRESENTATIVE AND FACILITY OCCUPANTS. WITH THE EXCEPTION OF EMERGENCIES, THERE SHALL BE A 24 HOUR NOTICE GIVEN BY THE CONTRACTOR TO OWNER AND OCCUPANTS AFFECTED BY UTILITY INTERRUPTIONS.

DESCRIPTION OF WORK

1. DEMOLITION INCLUDES REMOVAL OF EXISTING WALLS, DOORS, AND FINISHES AS GENERALLY SHOWN ON DRAWINGS. COORDINATE RELATED DEMOLITION WITH OTHER SYSTEMS INCLUDING MECHANICAL, ELECTRICAL AND PLUMBING.
2. NEW CONSTRUCTION INCLUDES INSTALLATION OF NEW FIXTURES, WALLS AND FINISHES AS SHOWN IN DRAWINGS AND CONNECTION TO RELATED SYSTEMS INCLUDING MECHANICAL, ELECTRICAL AND PLUMBING FOR COMPLETE AND WORKING SYSTEMS.
3. SCOPE OF WORK SHALL INCLUDE LABOR, MATERIALS, TOOLS, EQUIPMENT AND SERVICES NECESSARY TO DO WORK DESCRIBED IN THESE DRAWING.
4. SCOPE OF WORK INCLUDES COMPLETING CONSTRUCTION WITHOUT LEAVING HOLES OR GAPS THAT MAY COLLECT DIRT OR VERMIN AND COMPLETING CONSTRUCTION WITH SOFTENED, STRAIGHT EDGES THAT ARE NOT HAZARDOUS.
5. NEW CONSTRUCTION SHALL BE INTEGRATED WITH THE EXISTING UTILITIES AND SYSTEMS. COORDINATION WITH THE OWNER AND OCCUPANTS WILL BE REQUIRED.
6. SITE CLEAN-UP SHALL BE DAILY.

CONFORMANCE TO REGULATIONS

1. WORK SHALL COMPLY WITH ALL APPLICABLE LOCAL, STATE CODES, ORDINANCES, REGULATIONS, AND THE 2015 VIRGINIA EXISTING BUILDING CODE.

QUALITY ASSURANCE

1. COMPLY WITH MANUFACTURER'S REQUIREMENTS, NOTES, DETAILS AND QUALITY OF INSTALLATION.
2. IN AREAS WHERE DRAWINGS AND SPECIFICATIONS DO NOT ADDRESS METHODOLOGY, THE CONTRACTOR SHALL FOLLOW THE MANUFACTURER'S SPECIFICATIONS AND/OR RECOMMENDATIONS.
3. FIELD VERIFICATION OF DIMENSIONS AND EXISTING SITE CONDITIONS ARE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR AND HIS SUBCONTRACTORS.
4. NOTED DIMENSIONS TAKE PRECEDENCE OVER SCALE. IF THERE ARE CONFLICTS BETWEEN DIMENSIONS AND SITE CONDITIONS, CONSULT ARCHITECT BEFORE PROCEEDING.
5. GENERAL NOTES AND TYPICAL DETAILS APPLY THROUGHOUT THE JOB UNLESS OTHERWISE NOTED.
6. THE CONTRACTOR SHALL COMPARE AND COORDINATE ALL ASPECTS OF DRAWINGS TO EXISTING CONDITIONS. WHEN IN THE OPINION OF THE CONTRACTOR A DISCREPANCY EXISTS, THE CONTRACTOR SHALL PROMPTLY REPORT IT TO THE ARCHITECT FOR PROPER ADJUSTMENT BEFORE PROCEEDING WITH THE WORK.
7. IN THE EVENT CERTAIN FEATURES OF THE CONSTRUCTION ARE NOT FULLY SHOWN ON THE DRAWINGS, THE CONSTRUCTION SHALL BE OF THE SAME CHARACTER AS IS SHOWN OR NOTED.
8. ANY STREET OR UTILITIES, OR EXISTING BUILDING OR NEARBY BUILDINGS AND GROUNDS DAMAGED BY CONTRACTOR OR SUB-CONTRACTOR SHALL BE SOLE RESPONSIBILITY OF THE PRIMARY CONTRACTOR AND PROPERLY AND IMMEDIATELY REPAIRED BY CONTRACTOR IN EQUAL OR BETTER CONDITION THAN ORIGINAL.

SUBMITTALS

1. SUBMIT SHOP DRAWINGS AND PRODUCT DATA FOR MATERIALS AND EQUIPMENT SPECIFIED HEREIN AND ON THE DRAWINGS. SHOP DRAWINGS AND PRODUCT DATA SHALL BE IDENTIFIED PER INDICATIONS ON DRAWINGS, SHALL BE MARKED TO INDICATE SPECIFIC ITEM PROPOSED, AND SHALL BE ORGANIZED IN AN ORDERLY MANNER. SUBMIT (2) PAPER COPIES AND PDF COPY TO ARCHITECT FOR REVIEW AND DISTRIBUTION.
2. SUBMIT SHOP DRAWINGS AND SUBMITTALS FOR:
- A. SOLID SURFACE COUNTERS AND SINKS FOR RESTROOMS, LAUNDRY AND ROOM #1.
 - B. COUNTER BRACKETS.
 - C. TOILET PARTITIONS.
 - D. SHOWER.
 - E. TILE, FLOOR AND WALL.
 - F. SCHLUTER ACCESSORIES.
 - G. DOORS.
 - H. DOOR HARDWARE.
 - I. SIGNS.
 - J. BASE AND TOP CABINETS.

PROJECT CLOSEOUT

1. SUBMIT OPERATING AND MAINTENANCE MANUALS FOR EACH PIECE OF EQUIPMENT AND INDIVIDUAL MATERIAL INSTALLED IN THIS PROJECT. INCLUDE COPIES OF SPECIFIC EQUIPMENT WARRANTIES IN MANUAL.
2. UPON COMPLETION OF THE PROJECT AND PRIOR TO ACCEPTANCE BY THE OWNER, CONTRACTOR SHALL FURNISH (2) COPIES OF AS-BUILTS:
- A. AS-BUILTS SHALL RECORD ALL CHANGES TO THE BIDDING DOCUMENTS AND SHALL BE NEATLY AND CLEARLY IDENTIFIED ON THE AS-BUILT DOCUMENTS. PROVIDE LEGIBLE, SURVEYED MARKE-UPS OF AS-BUILT SITE, UTILITIES, AND BUILDING CONSTRUCTION.
 - B. AS-BUILTS SHALL INCLUDE RELEVANT CONSTRUCTION INFORMATION UNCOVERED DURING THE PROCESS OF THE NEW CONSTRUCTION. INFORMATION SHALL INCLUDE CIVIL, ARCHITECTURAL, PLUMBING, MECHANICAL AND ELECTRICAL. VERIFY WITH OWNER THE LEVEL OF NOTATION. OWNER TO NOTIFY CONTRACTOR IF ADDITIONAL EXISTING CONDITIONS ARE TO BE INCLUDED IN AS-BUILT SUBMITTALS.
 - C. AS-BUILTS SHALL BE PROVIDED ON HARD COPY AND IN PDF FORMAT. AS-BUILTS CAN BE LEGIBLY HAND NOTED ON BID DOCUMENT COPY.
 - 3. INSTRUCT OWNER'S REPRESENTATIVE IN THE OPERATION AND MAINTENANCE OF EQUIPMENT UTILIZING OPERATION AND MAINTENANCE MANUALS.
 - 4. TOUCH-UP ALL FINISHES TO RESTORE DAMAGED OR SOILED AREAS. CLEAN ALL AREAS IN CONTRACT. WHERE TOUCH UP INCLUDES PAINTING, NEW PAINT MUST COVER TO CLOSEST CORNER.

GENERAL NOTES

1. THE COUNTY OF WARREN AND/OR THE ARCHITECT WILL NOT BE RESPONSIBLE FOR AND WILL NOT HAVE CONTROL OVER CONSTRUCTION, MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, OR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK.
2. WORK SHALL BE COORDINATED CLOSELY WITH THE OWNER'S REPRESENTATIVE.
3. PROJECT SCHEDULE SHALL BE REVIEWED AND APPROVED BY THE OWNER'S REPRESENTATIVE AND THE ARCHITECT. CONTRACTOR SHALL PROVIDE A PROGRESS SCHEDULE AT THE BEGINNING OF THE PROJECT AND SHALL UPDATE SCHEDULE MONTHLY.
4. CONTRACTOR SHALL DEVELOP A WORK PLAN FOR STAGING WORK TO ALLOW THE PUBLIC CONVENIENT ACCESS TO THE GYM DURING NORMAL BUSINESS HOURS AND TO ALLOW THE PUBLIC CONVENIENT ACCESS TO THE SIDEWALKS. SCHEDULE SHALL BE APPROVED BY OWNER.
5. CONTRACTOR SHALL MAINTAIN A 'CLASS A' LICENSE AND CARRY WORKMAN'S COMPENSATION AND PUBLIC LIABILITY INSURANCE. CONTRACTOR SHALL HAVE AT LEAST (5) YEARS OF COMMERCIAL WORK. ADDITIONAL REQUIREMENTS AS STIPULATED BY COUNTY OF WARREN.
6. PRODUCTS LISTED IN THE SPECIFICATIONS AND DRAWINGS, WITHOUT NOTE "OR EQUAL", USED BY THE COUNTY IN THE HEALTH & HUMAN SERVICES BUILDINGS SHALL NOT BE SUBSTITUTED. OTHER PRODUCTS SPECIFIED WITH NOTE "OR EQUAL" MAY BE SUBSTITUTED WITH AN EQUAL OR BETTER BUT MUST BE SUBMITTED FOR REVIEW AND APPROVAL PRIOR TO BIDDING. SUBMITTALS FOR SUBSTITUTE PRODUCTS SHALL INCLUDE COMPLETE SPECIFICATIONS, MANUFACTURER'S INFORMATION, WARRANTIES, AND MANUFACTURE'S REPRESENTATIVES' TELEPHONE NUMBERS.
7. STAGING AREA SHALL BE COORDINATED AND APPROVED BY THE OWNER.
8. MAINTAIN EMERGENCY, SERVICE, AND DELIVERY VEHICLE ACCESS TO THE SURROUNDING AREA AND COORDINATE THIS WITH THE OWNER.
9. FOR TECHNICAL SPECIFICATIONS AND DETAILS REFER TO THE TOWN OF FRONT ROYAL WATER AND SEWER STANDARDS AND SPECIFICATIONS, LATEST EDITION. ANY DEVIATION OR CHANGES SHALL BE SUBMITTED IN WRITING TO THE TOWN FOR APPROVAL. INSPECTIONS SHALL BE PERFORMED BY THE DEPARTMENT OF PUBLIC WORKS.

10. LOCATION OF UTILITIES ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF THE EXACT LOCATION, VERTICALLY AND HORIZONTALLY, CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING ALL EROSION AND SEDIMENT CONTROL MEASURES NECESSARY DURING CONSTRUCTION.
11. ALL WORK SHALL BE IN ACCORDANCE WITH ANSI I17 AND THE 2010 ADAAG.

STRUCTURAL GENERAL REQUIREMENTS:

- CONCRETE
1. THE CONCRETE PROPERTIES SHALL BE AS FOLLOWS:
- A. INTERIOR SLAB PATCH:
 - I. MIN. COMP. STRENGTH AT 28 DAYS = 3000 PSI
 - II. MIN. AGGREGATE SIZE = 1/2 - 1
 - III. SLUMP = 4" ±1/2"
2. ALL EXPOSED SUBGRADES SHALL BE FREE OF ORGANICS OR DELETERIOUS MATERIALS PRIOR TO PLACEMENT OF NEW FILL OR BASE STONE
5. ALL REINFORCEMENT, ANCHOR BOLTS, PIPE SLEEVES AND OTHER INSERTS SHALL BE POSITIVELY SECURED IN PLACE BEFORE CONCRETE/GROUT IS PLACED.

LIGHT GAUGE NON-STRUCTURAL FRAMING:

1. FRAMING SHALL BE 20 GAUGE, 33 KSI STEEL, UNLESS OTHERWISE NOTED.
2. INSTALL FRAMING AS PER MANUFACTURERS RECOMMENDATIONS.
3. DESIGN, FABRICATION, AND ERECTION SHALL CONFORM TO THE LATEST EDITION, AS ADOPTED BY THE AMERICAN IRON AND STEEL INSTITUTE, COLD-FORMED STEEL DESIGN MANUAL, ALL LIGHT GAUGE FRAMING SHALL BE GALVANIZED AND SHALL CONFORM TO THE MINIMUM REQUIREMENT OF ASTM A446, GRADE D WITH F_y =50 KSI MINIMUM. STEEL STUD FABRICATOR SHALL FURNISH ALL LIGHT GAUGE METAL FRAMING, BRIDGING, BRACING, ANCHORS, BOLTS, SHIMS, WELDING, AND ATTACHMENTS.
4. STUD MANUFACTURER SHALL BE CLARKE/DIETRICK OR EQUAL.
5. PROVIDE SHOP DRAWINGS SHOWING BLOCKING AND STUD LAY-OUT AND COUNTER SUPPORT.

BUILDING SPECIFICATIONS

- CONCRETE
1. REPAIR OR REPLACE DEFECTIVE CONCRETE INSTALLED DURING THIS PROJECT. ARCHITECT SHALL REVIEW AND NOTIFY IF DEFECTS HAVE BEEN FOUND.
2. FLOOR AND SLAB FINISHING SHALL BE:
- A. INTERIOR EXPOSED CONCRETE SLAB FLOOR PATCHED AFTER INSTALLATION OF PLUMBING SHALL BE TROWEL FINISHED AND READY FOR TILE
 - 3. NEW CONCRETE SLAB FLOORS SHALL:
 - a) HAVE A UNIFORM FINISH AND SHALL BE SMOOTH. FLATNESS AND LEVELNESS MEASUREMENTS INDICATING COMPLIANCE WITH SPECIFIED TOLERANCES.
 - b) IN ROOMS WITH FLOOR DRAINS, HAVE A SLOPE TO DRAINS NOT GREATER THAN 1/8" PER 1'-0". DRAINS SHALL MEET ADA.
 - c) SCREED WITH STRAIGHTEDGE TO REMOVE LOW AND HIGH SPOTS BRINGING THE SURFACE TO THE REQUIRED FINISH ELEVATION OF SLOPE AND FLOAT WITH A STEEL FLOAT AT LEAST THREE (3) FEET IN WIDTH. WHEN THE CONCRETE HAS REACHED ITS INITIAL SET, FINISH WITH A STEEL TROWEL. USE A STEEL POWER TROWEL FOR LARGE AREAS. LEAVE FINISH ESSENTIALLY FREE OF TROWEL MARKS, UNIFORM IN TEXTURE AND APPEARANCE AND PLANE TO THE CORRECT TOLERANCE. DUSTING THE SURFACE WITH DRY CEMENT, SAND, OR SPRINKLING WITH WATER IS PROHIBITED.
 - d) NO WETTING OF CONCRETE SURFACES DURING SLAB FINISHING OPERATIONS SHALL BE PERMITTED. FURTHER, NO CONCRETE FINISHING OPERATION SHALL BE PERMITTED WHILE THERE IS WATER ON THE SURFACE OF SLABS AND OTHER FLATWORK.
 - e) REPAIR ANY SURFACE DEFECTS IMMEDIATELY AFTER FORM REMOVAL, BUT NOT BEFORE REVIEW BY ENGINEER. PATCHING PROCEDURES USING BOND COAT AND PATCHING MORTARS, EPOXY BONDING AGENTS AND PREMIXED PRE-PACKAGED GROUTS MAY BE USED FOR REPAIR OF DEFECTIVE AREAS. SUCH COMPOUNDS SHALL BE USED IN ACCORDANCE WITH THE MANUFACTURER'S WRITTEN RECOMMENDATIONS AND DIRECTIONS. ENGINEER SHALL REVIEW AND PROVIDE WRITTEN ACCEPTANCE OF THESE PROCEDURES. CERTAIN TYPES OF DEFECTS MAY REQUIRE THE USE PROPRIETARY COMPOUNDS FOR ADHESION OR AS PATCHING INGREDIENTS. ENGINEER SHALL REVIEW THESE DEFECTS AND REQUEST MEANS AND METHODS FOR THESE REPAIRS FROM CONTRACTOR.
 - f) IN BATHING ROOM, DROP SLAB SO THERE IS NO TRANSITION BETWEEN SHOWER THRESHOLD AND TILE.

METALS

1. ATTACHMENT OF GRAB BARS AND PLUMBING FIXTURES TO STEEL STUD FRAMED GYPSUM BOARD ASSEMBLIES: PROVIDE HANGERS SET INTO STEEL STUD AND ATTACH WITH LAG BOLTS AS RECOMMENDED BY PLUMBING FIXTURE AND ACCESSORY MANUFACTURERS. ATTACHMENTS TO CMU SHALL BE AS DIRECTED BY MANUFACTURERS. COUNTER SUPPORT AS SHOWN ON DRAWINGS.
2. METAL WHICH COMES IN CONTACT WITH CONCRETE AND MOISTURE SHALL HAVE PROTECTIVE SEPARATION MATERIAL AS RECOMMENDED BY MANUFACTURER, OR SHALL BE COMPATIBLE WITH CONCRETE.
3. STRUCTURAL TIES AND ANCHORS ARE LISTED IN DRAWINGS. MANUFACTURERS ARE HILTI AND SIMPSON STRONG TIE. INSTALL AS RECOMMENDED BY MANUFACTURES.
5. PROVIDE SHOP DRAWINGS FOR COUNTER SUPPORTS.
- REMOVED HAT CHANNELS. 5-26-22 REV#2
- WOOD, PLASTICS, AND COMPOSITES
1. METALS COMING IN CONTACT WITH PRESSURE TREATED WOOD SHALL BE COMPATIBLE OR SHALL HAVE PROTECTIVE SEPARATION MATERIAL AS RECOMMENDED BY MANUFACTURER.
2. FASTENERS SHALL BE ZMAX HOT-DIPPED GALVANIZED OR AS RECOMMENDED BY MANUFACTURER.

THERMAL AND MOISTURE PROTECTION

1. SEALANT, CAULKING & SEALS SHALL BE AS REQUIRED BY SPECIFIC MANUFACTURERS.
- A. FOR GENERAL SEALING PURPOSES, CAULK SHALL BE SILICONIZED ACRYLIC LATEX AND SHALL BE PAINTABLE. MANUFACTURERS SHALL BE TREMCO INC., DOW CORNING OR EQUAL.
 - B. JOINTS SHALL BE INSTALLED WITHOUT GAPS AND TOOLED SMOOTH. JOINT MATERIAL SHALL BE FINISHED PER MANUFACTURERS RECOMMENDATIONS. JOINTS SHALL BE WATER, AND AIR TIGHT.
 - C. PROVIDE COLOR SAMPLES FOR OWNER TO CHOOSE FINAL COLORS.

OPENINGS

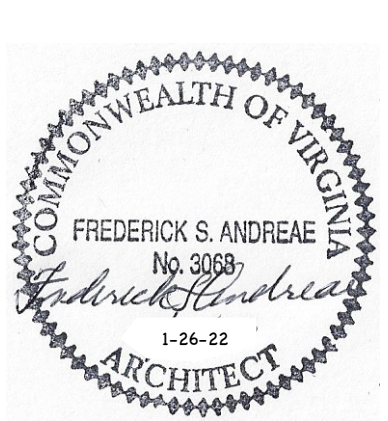
1. DOOR HARDWARE:
- A. SHALL BE AS DESCRIBED IN DOOR HARDWARE SCHEDULE.
 - B. PROVIDE SHOP DRAWINGS.
 - C. DOOR HARDWARE SHALL BE INSTALLED BY SAME CONTRACTOR THAT INSTALLS THE FRAMES AND THE DOORS.
2. STEEL FLUSH DOORS:
- A. DOORS SHALL BE BY CECO, OR EQUAL. DOORS SHALL BE 1 3/4" REGENT, 18 GAUGE GALVANNEAL. CORE SHALL BE POLYSTYRENE. REGENT DOOR DESIGN SHALL BE F FOR SOLID DOORS. DOORS SHALL HAVE SEAMLESS EDGES. PROVIDE TOP CAP AND SEAL. SEE DOOR ELEVATIONS.
 - B. DOORS SHALL BE FACTORY PRIMED AND PAINTED. PRIMER SHALL BE ONE COAT OF OVEN-CURED NEUTRAL COLOR PRIMER PAINT CONFORMING TO ANSI 250.10. THE "COLORSTYLE" FINISH COAT SHALL BE ELECTROSTATICALLY APPLIED, OVEN-CURED URETHANE ENAMEL AND CONFORM TO ANSI A250.3. PROVIDE COLOR CHART FOR SELECTION. COLOR SHALL MATCH EXISTING.
 - 3. HOLLOW METAL DOOR FRAMES:
 - A. SEE DOOR NOTES.
 - B. STEEL DOOR FRAMES SHALL BE SERIES SU, 16 GAUGE FOR 1 3/4" DOORS AND SHALL BE MANUFACTURED BY CECO OR EQUAL.
 - C. FRAMES SHALL CONFORM TO THE STEEL DOOR INSTITUTE GUIDE SPECIFICATION, ANSI A250.8.
 - D. FRAMES SHALL BE FORMED FROM COMMERCIAL QUALITY COLD ROLLED STEEL CONFORMING TO ASTM A1008.
 - E. 3 PIECE DOOR FRAMES SHALL BE SHIPPED KNOCKED DOWN.
 - F. WALL CONDITIONS INCLUDE BOTH NEW METAL STUD CONSTRUCTION AND EXISTING CMU CONSTRUCTION. APPROPRIATE JAMB ANCHORS SHALL BE PROVIDED.
 - G. FACTORY PREP FOR HARDWARE.
 - H. FRAME WITH DOOR IS HANDED. HINGE JAMBS ARE MORTISED FOR 4-1/2" HIGH, STANDARD WEIGHT HINGES WITH 7 GAUGE STEEL REINFORCEMENTS WELDED IN PLACE AND ARE DRILLED AND TAPPED FOR FASTENERS IN ACCORDANCE WITH ANSI A156.7. PROVIDE BOTH CLOSER REINFORCEMENT AND SILL STRAP ANCHORS.
 - I. STEEL DOOR FRAMES SHALL BE PROVIDED WITH ONE COAT OF OVEN-CURED NEUTRAL COLOR PRIMER PAINT. PRIMER COAT SHALL CONFORM WITH ANSI A250.10 .
 - J. PROVIDE SHOP DRAWING FOR METAL DOOR FRAMES.
 - K. INSTALLER SHALL HAVE MINIMUM FIVE YEARS DOCUMENTED EXPERIENCE INSTALLING PRODUCTS IN THIS SECTION.
 - L. STORE FRAMES TO PREVENT RUST AND DAMAGE.
 - M. FRAMES SHALL BE INSTALLED TO MANUFACTURERS GUIDLINES AND TOLERANCES.

FINISHES

1. PAINT:
- A. SHALL BE BY SHERWIN WILLIAMS OR BENJAMIN MOORE.
 - B. PROVIDE (1) PRIMER COAT AND (2) TOPCOATS.
 - C. FOLLOW MANUFACTURER'S RECOMMENDATIONS FOR PREP, PAINTING AND CLEAN UP.
 - D. SEE NOTE 3 IN JOB CONDITONS.
 - E. PAINT SCHEDULE:
 - (1) NEW MR. AND. REGULAR GYP BOARD- PRIMER PROMAR 200 ZERO VOC OR MULTIPURPOSE LATEX PRIMER, TOP COATS SHALL BE PRO INDUSTRIAL PRE-CATALYZED WATER BASED EPOXY
 - (2) EXISTING PAINTED CMU WALL- NEW TOP COAT OF PRO INDUSTRIAL PRE-CATALYZED WATER BASED EPOXY. TEST FOR ADHERANCE BEFORE PAINTING.
 - (3) FACTORY PRIMED METAL DOOR FRAME- PRO INDUSTRIAL PRE-CATALYZED WATER BASED EPOXY
 - (4) PRE-PAINTED SURFACES MUST BE CLEAN AND DULLED FOR PRIMING AND TOP COATS AS RECOMMENDED BY MANUFACTURE.
 - (5) SPOT PRIMING:
 - STEEL- PRO-CRYL UNIVERSAL PRIMER
 - CMU- MULTIPURPOSE LATEX PRIMER 851-450
 - (6) WALLS, AND METALS SHALL BE SEMI-GLOSS.
2. GYPSUM BOARD/BACKERBOARD:
- A. EXISTING CMU WALLS RECIEVING NEW TILE SHALL HAVE 5/8" BACKER BOARD BEHIND TILE, AND ABOVE TILE SHALL HAVE 5/8" MOISTURE RESISTANT GYP BD. GYP BD ON CMU SHALL GO TO ABOVE CEILING GRID. CMU RECIEVING TILE AND/OR MR GYP BD SHALL HAVE 1/2" FURRING CHANNELS TO SUPPORT BACKERBOARD OR GYP BD.
 - B. NEW STUD WALLS RECEIVING TILE SHALL HAVE 5/8" BACKERBOARD BEHIND TILE AND 5/8" MR GYP BD TO BOTTOM OF DECK.
 - C. NEW STUD WALLS NOT RECEIVING TILE SHALL HAVE 5/8" GYP BD WHICH SHALL GO TO BOTTOM OF DECK.
 - D. MANUFACTURER OF BACKERBOARD AND GYP BD SHALL BE USG OR EQUAL. FOLLOW MANUFACTURERS INSTALLATION INSTRUCTIONS. WALLS SHALL BE PLUMB. TOLERANCES AS SPECIFIED BY MANUFACTURER.
3. CEILINGS:
- A. ACOUSTICAL LAY-IN CEILING TILE SHALL BE CLASS A, 2' X 2' X 3/4" MARS HEALTHCARE ACOUSTICAL PANELS CLIMMAPLUS PERFORMANCE BY USG. COLOR SHALL BE 050 WHITE.
 - B. GRID SHALL BE CENTRICITEE DXT24 BY USG.
 - C. INSTALL TO MANUFACTURER'S RECOMMENDATIONS. GRIDS SHALL BE LEVEL AND SECURE. CEILING TILES SHALL CUT SPARINGLY. WHERE CUT, PAINTED WITH MANFACTURER'S PAINT.
4. CERAMIC TILE:
- A. NEW FLOOR TILE IN TOILETS AND BATHING ROOM SHALL MATCH H&HS ENTRANCE TILE IN COLOR. TILE SHALL BE 12" X 12" GALAXY BY FLORIM USA. PROVIDE TILE SAMPLES FOR OWNER TO VERIFY COLOR MATCH.
 - B. NEW WALL TILE SHALL BE 3" X 6" COLORWHEEL COLLECTION- CLASSIC BY DALTILE. COLOR SHALL BE WHITE GLOSS. PROVIDE TILE SAMPLES FOR OWNER TO VERIFY COLOR MATCH.
 - C. INSTALL TILE WITH THINSET POLYMER MODIFIED MORTAR BY LATICRETE OR EQUAL. INSTALL AS RECOMMENDED BY MANUFACTURER.
 - C. GROUT SHALL BE EPOXY SPECTRALOCK PRO PREMIUM GROUT BY LATICRETE OR EQUAL OR AS RECOMMENDED BY TILE MANUFACTURER. COLOR SHALL MATCH TILE COLOR. PROVIDE COLOR SAMPLES FOR OWNER TO VERIFY MATCH.
 - D. SEAL GROUT WITH SEALER RECOMMENDED BY GROUT MANUFACTURERS. PROVIDE WRITTEN RECOMMENDATIONS FOR SEALING BY GROUT MANUFACTURERS.
 - E INSTALL TILE WITH TRIM TILES AND WITH EXPANSION DETAILS AS RECOMMENDED BY MANUFACTURER.
 - F. PROVIDE SHOP DRAWINGS SHOWING TILE LAYOUT AND EXPANSION JOINTS.
 - G. INSTALL TILE AND GROUT TO THE RECOMMENDATIONS AND STANDARDS OF THE MANUFACTURERS.
 - H. INSTALL SCHULTER DECORATIVE EDGE-PROTECTION DECO BETWEEN NEW VINYL PLANK FLOORING AND NEW TILE AT DOOR THRESHOLDS. FINISH SHALL BE STAINLESS STEEL.
5. LUXURY PLANK VINYL FLOORING:
- A. NEW VINYL PLANK FLOORING SHALL BE BY TARKETT AND SHALL MATCH EXISTING CONTOUR COLLECTION PLANK FLOORING ALREADY INSTALLED AT SITE. PROVIDE SAMPLES FOR OWNER TO VERIFY COLOR MATCH.
 - C. INSTALL FLOORING AS RECOMMENDED BY MANUFACTURER.
 - D INSTALL TILE WITH TRIM TILES AND WITH EXPANSION DETAILS AS RECOMMENDED BY MANUFACTURER.
 - E. INSTALL SCHULTER DECORATIVE EDGE-PROTECTION DECO BETWEEN NEW VINYL PLANK FLOORING AND NEW TILE AT DOOR THRESHOLDS. FINISH SHALL BE STAINLESS STEEL. ALTERNATIVE SHALL BE TO INSTALL LEVELER TO MAKE PLANK FLOORING FLUSH WITH CERAMIC TILE.
6. SOLID SURFACE COUNTER MATERIAL
- A. RESTROOM COUNTERS AND LAVATORIES: SHALL BE SOLID SURFACE MATERIAL BY FORMICA.
 - (1) SOLID SURFACE COUNTERS SHALL BE 3/4" THICK ADHESIVELY JOINED WITH NO EXPOSED SEAMS. COLOR SHALL MATCH THE LAVATORIES IN THE GYM RESTROOMS. PROVIDE COLOR SAMPLES FROM WHICH OWNER CAN CHOOSE.
 - (2) THE RESTROOM LAVATORIES SHALL HAVE INTEGRAL OVERFLOW. COLOR SHALL BE COORDINATED WITH COUNTER.
 - (3) INSTALLATION SHALL FOLLOW FORMICA'S SOLID SURFACING BY FORMICA GROUP/FABRICATIONS 3-PART TECHNICAL SPECIFICATION AND SOLID SURFACING BY FORMICA GROUP TECHNICAL DATA SHEETS. INSTALL COUNTERS STRAIGHT, PLUMB, AND LEVEL, AS SHOWN ON SHOP DRAWINGS. NO EVIDENCE OF CUTTING, DRILLING, AND/OR PATCHING SHALL BE VISIBLE ON THE FINISHED WORK. FINISHED SURFACES SHALL BE CLEANED AFTER INSTALLATION AND BE LEFT FREE OF ALL IMPERFECTIONS.
 - (4) INSTALL AS REQUIRED BY COMPANY TO PROVIDE 10 YEAR LIMITED WARRANTY.
 - (5) COUNTER SHALL BE SUPPORTED AS REQUIRED BY MANUFACTURER FOR WARRANTY AND AS SHOWN IN DRAWINGS. COORDINATE DRAWINGS WITH MANUFACTURER BEFORE PURCHASE.
 - (6) ADHESIVE COLOR SHALL BLEND WITH SOLID SURFACE SHEET MATERIAL. PROVIDE SAMPLES FOR COLOR SELECTION BY OWNER.
 - (7) PROVIDE SOLID SURFACE EDGE ON EACH SIDE OF THE COUNTERS AND ON FRONT.
 - (8) SPECIAL FEATURES: EASED EDGES AND ROUNDED CORNERS.
 - (9) PROVIDE SHOP DRAWINGS PER THE FORMICA SPECIFICATIONS INCLUDING DESIGN PARAMETERS, ADJACENT CONSTRUCTION, MATERIALS, DIMENSIONS, THICKNESS, FABRICATION DETAILS, TOLERANCES, JOINTING METHODS, METHOD OF SUPPORT, ANCHORAGES, INTEGRATION WITH PLUMBING FIXTURES AND CONNECTIONS AND COLORS, SINK LOCATIONS, EDGING.
 - (10) LAVATORY BOWL SHALL BE V065. BOWL AND COUNTER SHALL BE ACCESSIBLE AND SHALL MEET ADA REQUIREMENTS.
 - B. LAUNDRY ROOM AND EXISTING ROOM #1 COUNTERS: SHALL BE SOLID SURFACE PHENOLIC COUNTERS WITH BACKSPASHES AND SHALL BE BY LABTECH OR EQUAL. COUNTERS SHALL BE 1" THICK WITH SOLID BUT NOT CONTINUOUSE SUPPORT AS DIRECTED BY COUNTER MANUFACTURER. COUNTER TOP HEIGHT ABOVE FINISH FLOOR SHALL BE AS SHOWN ON DRAWINGS. PROVIDE A FALSE FRONT EDGE TO ACCOMMODATE COUNTER HEIGHT.

SPECIALTIES

1. TOILET PARTITIONS:
- A. SHALL BE BY BOBRICK 1092.67 SIERRA SERIES SCRC FLOOR MOUNTED WITH OVERHEAD BRACED IN SOLID PLASTIC WITH INSTITUTIONAL HARDWARE. COLOR SHALL BE FOREST GREEN SCO4. CONSTRUCTION SHALL BE PLUMB, STRAIGHT WITH ALLOWANCES LESS THAN 1/8". ALL EDGES SHALL BE ROUNDED TO RADIUS.
 - B. OVERHEAD SUPPORT SHALL NOT BE INSTALLED IN A MANNER THAT WOULD PROVIDE A PULL-UP BAR.
 - C. COMPLETE PACKAGE INCLUDING DOORS, CONTINUOUS STAINLESS STEEL GRAVITY HINGES, STAINLESS STEEL EMERGENCY LATCH AND KEEPERS, CONTINUOUS ALUMINUM BRACKETS AND HEAT SINK STRIPS. BRACKETS SHALL BE ALUMINUM AND SHOES SHALL BE STAINLESS STEEL.
 - D. DOOR HARDWARE ON ACCESSIBLE STALLS SHALL MEET ADA REQUIREMENTS.
 - E. INSTALLATION SHALL MEET THE MANUFACTURER'S STANDARDS. INSTALL PARTITIONS IN A RIGID, STRAIGHT, PLUMB, AND LEVEL MANNER, WITH PARTITIONS LAID OUT AS SHOWN ON SHOP DRAWINGS AND MANUFACTURER'S INSTALLATION INSTRUCTIONS. CLEARANCE AT VERTICAL EDGES OF DOORS SHALL BE UNIFORM TOP TO BOTTOM AND SIDE TO SIDE AND SHALL NOT EXCEED 3/8". NO EVIDENCE OF CUTTING, DRILLING, AND/OR PATCHING SHALL BE VISIBLE ON THE FINISHED WORK. FINISHED SURFACES SHALL BE CLEANED AFTER INSTALLATION AND BE LEFT FREE OF ALL IMPERFECTIONS.
 - F. INSTALL BLOCKING FOR PARTITION SUPPORT AS REQUIRED BY MANUFACTUER.
 - G. PROVIDE SHOP DRAWINGS OF LAY-OUT AND ATTACHMENTS AS RECOMMENDED BY MANUFACTURER.
 - H. PROVIDE EXTRA BLOCKING IN CEILING AND WALLS FOR BRACING AND COMPARTMENTS.
 - I. PROVIDE SAMPLES OF PARTITION FINISHES FOR OWNER TO CHOOSE FINAL COLOR.
2. SIGNAGE:
- A. MATCH SIGNAGE IN H&HS ENTRANCE RESTROOMS. SIGNS SHALL MEET ADA REQUIREMENTS AND SHALL BE INSTALLED PER MANUFACTURER'S REQUIREMENTS.
3. BASE AND TOP CABINETS:
- A. BASE AND TOP CABINETS SHALL BE BY KRAFTMAID. ACCESSIBLE HEIGHT COUNTERS SHALL BE PASSPORT EASY ACCESS. FINISH SHALL BE STAIN NATURAL, OAK. DOOR STYLE SHALL BE AVERY. HARDWARE SHALL BE SLOAN PULLS, CHROME. EQUAL CABINET AND HARDWARE MANUFACTURERS SHALL BE ACCEPTABLE, BUT SHALL REQUIRE APPROVAL DURING BIDDING.



Door Schedule											
Door		Size					Frame	Fire	Hardware		
#	ROOM	Width	Height	Thk	Material	Type	Type	Material	Rating	Set	Remarks
LOWER LEVEL											
100	EXISTING RM 1	ETR	ETR								
101	EXISTING RM 1	3'-0"	7'-0"	1 3/4"	STL	1	A	STL	-	H1	
102	LAUNDRY ROOM	3'-0"	7'-0"	1 3/4"	STL	1	B	STL	-	H1	SCHLUTER ACCESSORY AT THRESHOLD
103	BATHING ROOM	3'-0"	7'-0"	1 3/4"	STL	1	A	STL	-	H1	SCHLUTER ACCESSORY AT THRESHOLD
104	CLO	3'-0"	7'-0"	1 3/4"	STL	1	B	STL	-	H2	
105	MEN'S	3'-0"	7'-0"	1 3/4"	STL	1	A	STL	-	H3	SCHLUTER ACCESSORY AT THRESHOLD
106	WOMEN'S	3'-0"	7'-0"	1 3/4"	STL	1	A	STL	-	H3	SCHLUTER ACCESSORY AT THRESHOLD
107	HALL 1	(2) 3'-0" X 6'-0"	7'-0"	1 3/4"	STL	2	B	STL	-	H4	
108	EXISTING RM 3	ETR									
109	EXISTING RM 2	ETR									
110	HALL 1	ETR									

DOOR AND HOLLOW METAL FRAME NOTES:

- METAL FLUSH DOORS:
- HOLLOW METAL FRAMES:
- PAINT:
- COLORS BY OWNER.
- PROVIDE COLOR SAMPLES FOR OWNER TO MATCH.
- SUBMITTALS:
- PROVIDE HARDWARE, DOOR AND FRAME SUBMITTALS AND SHOP DRAWINGS FOR APPROVAL BEFORE PURCHASE.

MANUFACTURER LIST

CODE	NAME
BE	BEST ACCESS SYSTEMS
MK	MCKINNEY
PE	PENKOK
PR	PRECISION
RO	ROCKWOOD
SD	STANLEY DOOR CLOSERS
ST	STANLEY
TR	TRIMCO
YL	YALE

OPTION LIST

CODE	DESCRIPTION
C4	CAM-STANDARD CAM
4BE	BEVELLED 4 SIDES (1/2" & UNDER)
CSK	COUNTERSUNK HOLES (1/2" & UNDER)
R705	STRAIGHT CYLINDER RING - 5/16"

FINISH LIST

CODE	DESCRIPTION
626	SATIN CHROMIUM PLATED
628	SATIN ALUMINUM, CLEAR ANODIZED
630	SATIN STAINLESS STEEL
689	ALUMINUM PAINTED
US32D	STAINLESS STEEL, DULL

HARDWARE SETS

SET #H1

DOORS 101, 102 AND 103, METAL AND HOLLOW METAL FRAME

3	HINGES	TA2714 4 1/2 X 4 1/2, NPR	US32D	MK
1	CLOSER	2700IDL	689	YL
1	LOCKSET	CLASSROOM	630	YL
W/ LEVER, 440 ROSE TRIM, AUGUSTA ESCUTCHEONS			YL	
1	KICK PLATE	KI050 8" X 34"B4E CSK	US32D/630	RO
1	STOP	409	US26D	RO
3	SILENCERS	608		RO

SET #H2

DOORS 104, METAL AND HOLLOW METAL FRAME

3	HINGES	TA2714 4 1/2 X 4 1/2, NPR	US32D	MK
1	LOCKSET	STOREROOM	630	YL
W/ LEVER, 440 ROSE TRIM, AUGUSTA ESCUTCHEONS			YL	
1	KICK PLATE	KI050 8" X 34"B4E CSK	US32D/630	RO
1	STOP	409	US26D	RO
3	SILENCERS	608		RO

SET #H3

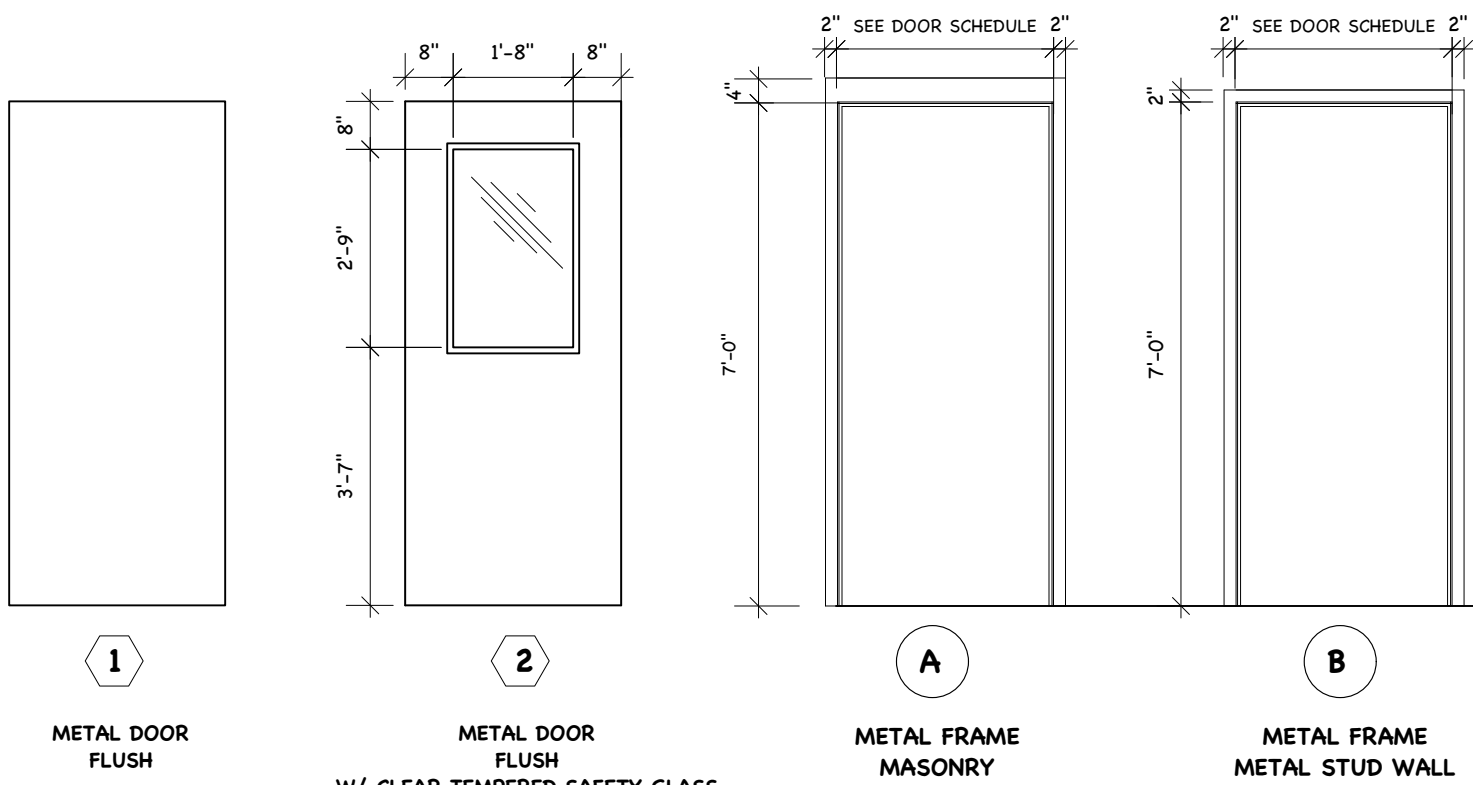
DOORS: 105, 106 RESTROOMS

3	HINGES	TA2714 4 1/2 X 4 1/2, NPR	US32D	MK
1	PUSH PLATE	70C-RRW 4 X 16	US32D/630	RO
1	PULL PLATE	100X70C, 4X16	US32D/630	RO
1	CLOSER	2700IDL	689	YL
1	KICK PLATE	KI050 8" X 34"B4E CSK	US32D/630	RO
1	STOP	409	US26D	RO
3	SILENCERS	608		RO

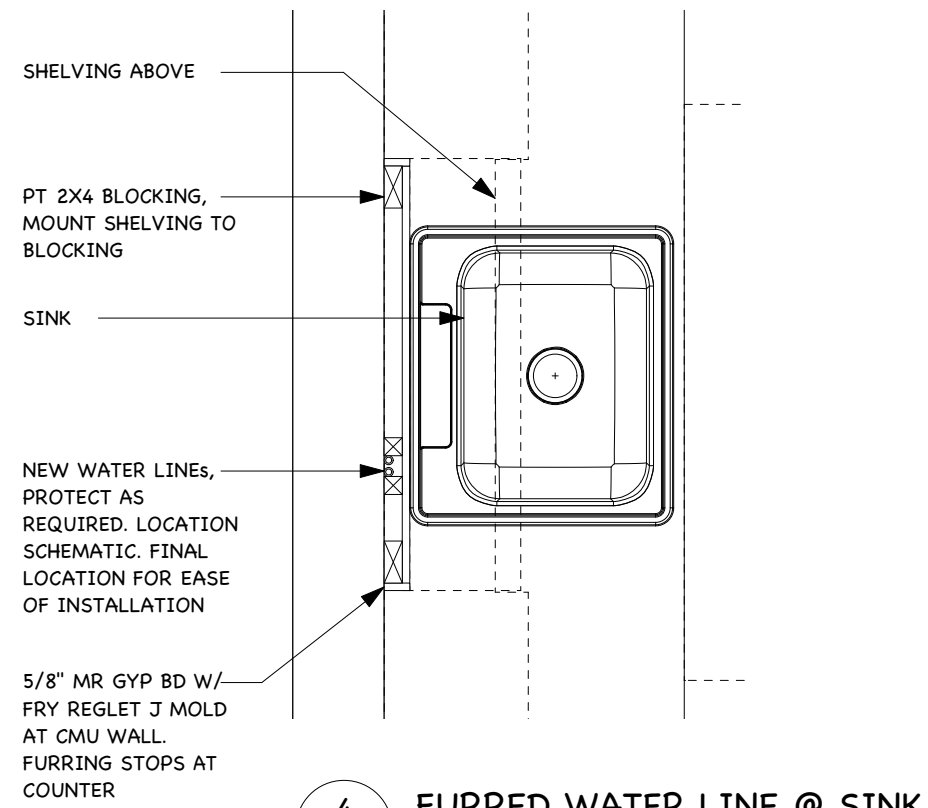
SET #H4

DOORS: 107 HALL

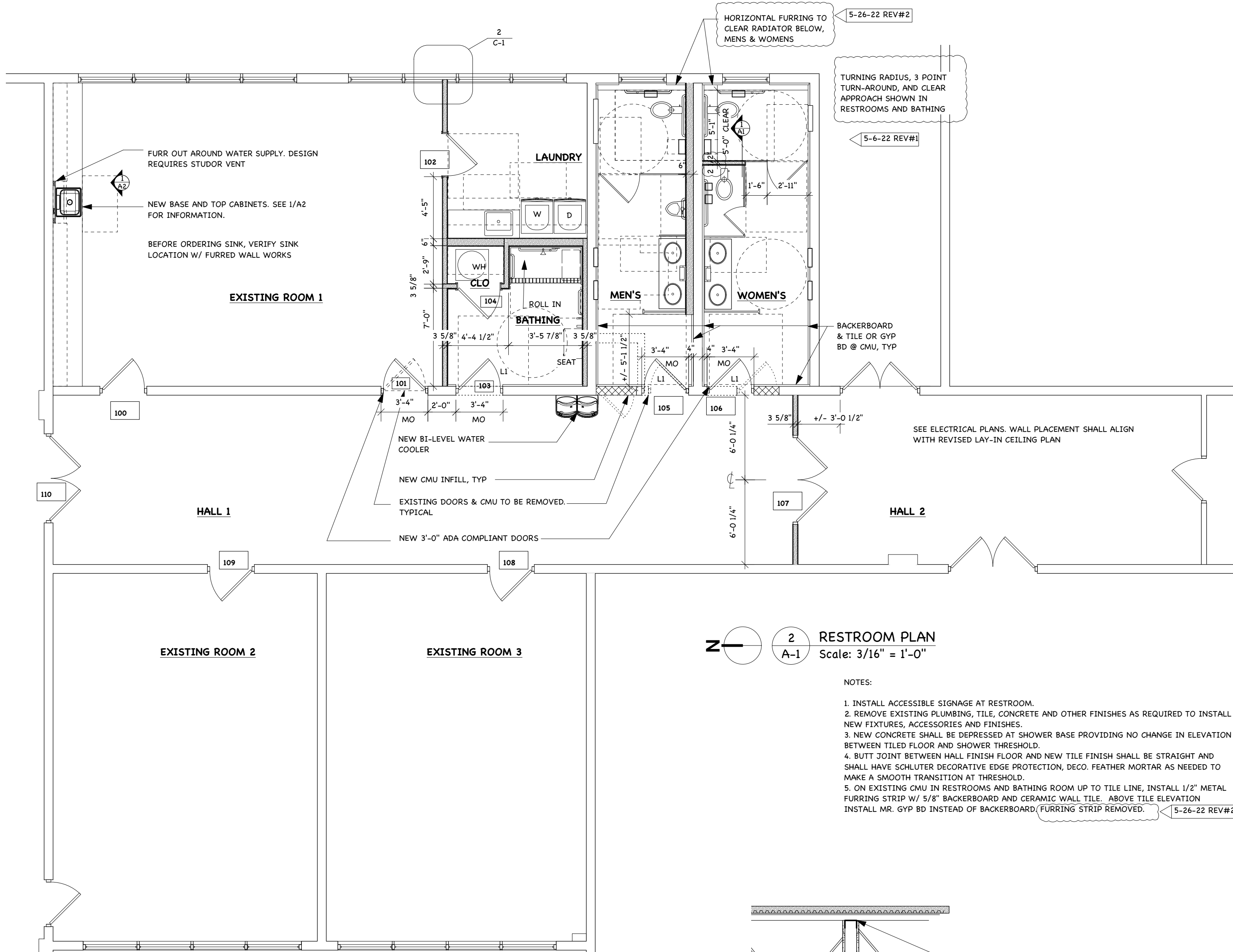
6	HINGES	TA2714 4 1/2 X 4 1/2, NPR	US32D	MK
2	EXIT DEVICES	2120 SERIES RIM EXIT	US32D/630	YL
W/ CONCEALED VERTICAL ROD				
2	EXIT DEVICE	440F SERIES W/ ROSE TRIM AUGUSTA	YL	
2	CLOSERS	2700IDL	689	YL
2	KICK PLATES	KI050 8" X 34"B4E CSK	US32D/630	RO
6	SILENCERS	608		RO
2	KICK DN DOOR STOP 460		US32D	RO



3 DOOR & FRAMES ELEVATIONS
Scale: 3/8" = 1'-0"



4 FURRED WATER LINE @ SINK
Scale: 3/4" = 1'-0"



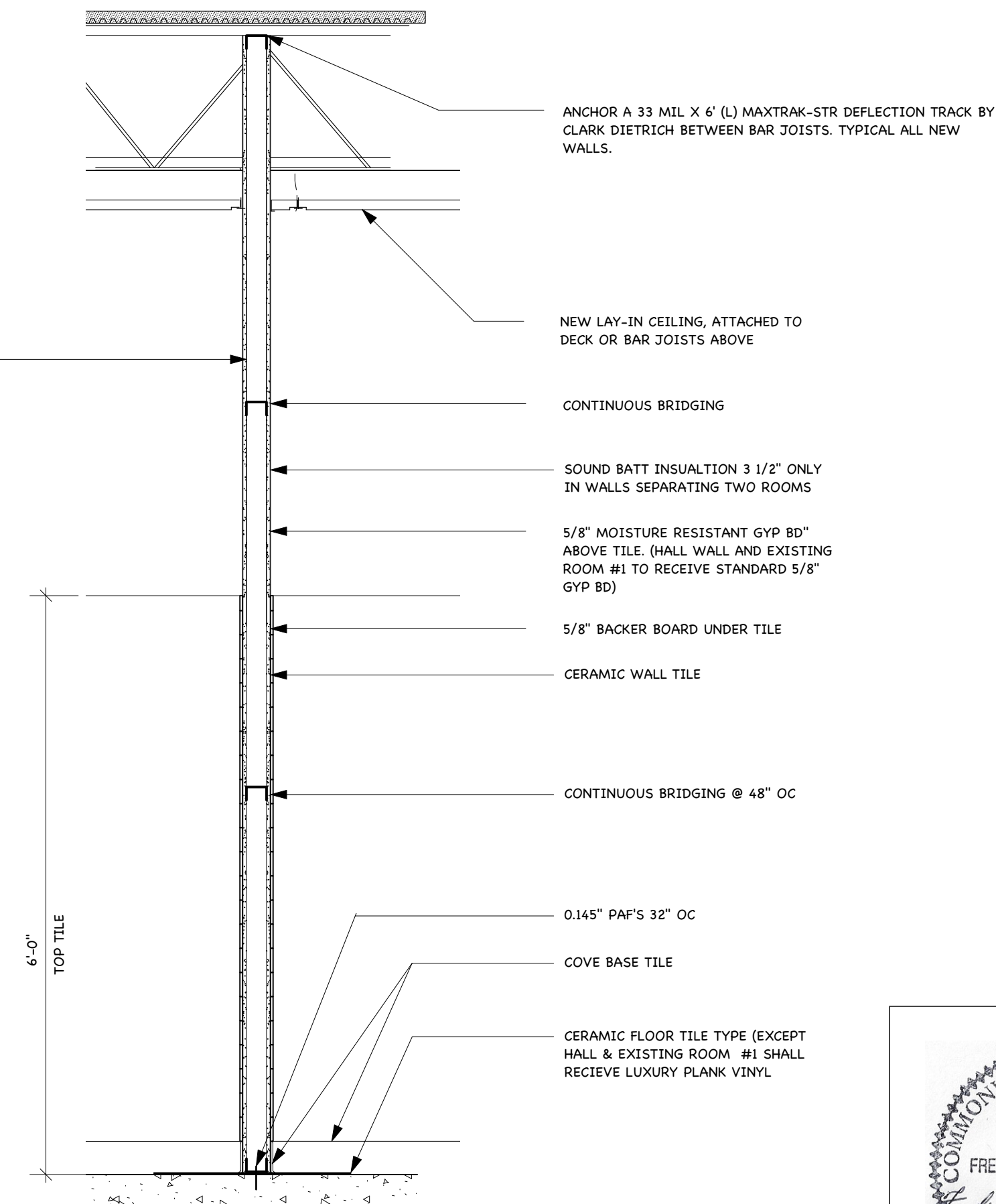
NOTES:

- INSTALL ACCESSIBLE SIGNAGE AT RESTROOM.
- REMOVE EXISTING PLUMBING, TILE, CONCRETE AND OTHER FINISHES AS REQUIRED TO INSTALL NEW FIXTURES, ACCESSORIES AND FINISHES.
- NEW CONCRETE SHALL BE DEPRESSED AT SHOWER BASE PROVIDING NO CHANGE IN ELEVATION BETWEEN TILED FLOOR AND SHOWER THRESHOLD.
- BUTT JOINT BETWEEN HALL FINISH FLOOR AND NEW TILE FINISH SHALL BE STRAIGHT AND SHALL HAVE SCHLUTER DECORATIVE EDGE PROTECTION, DECO. FEATHER MORTAR AS NEEDED TO MAKE A SMOOTH TRANSITION AT THRESHOLD.
- ON EXISTING CMU IN RESTROOMS AND BATHING ROOM UP TO TILE LINE, INSTALL 1/2" METAL FURRING STRIP W/ 5/8" BACKERBOARD AND CERAMIC WALL TILE. ABOVE TILE ELEVATION INSTALL MR. GYP BD INSTEAD OF BACKERBOARD (FURRING STRIP REMOVED).

DRAWING KEY

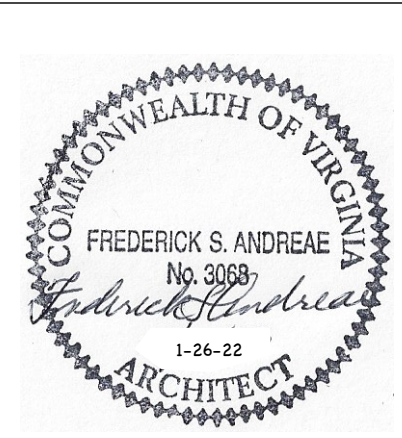
---	CONSTRUCTION ABOVE
---	EXISTING TO REMAIN
---	EXISTING CMU W/ 1/2" DEEP FURRING CHANNEL, 5/8" MR XGYP BD OR BACKERBOARD, AND TILE
---	INTERIOR PARTITION WALLS- 1 5/8" X 6" OR 3 5/8" OR 2 1/2" METAL STUDS (AS NOTED ON PLANS) @ 16" OC, 3 1/2" SOUND BATT INSULATION (ONLY AT WALLS BETWEEN ROOMS), WITH 5/8" GYP BD, BACKER BOARD OR MR GYP BD. BACKER BOARD BEHIND TILE & MR ABOVE TILE LINE. TILE APPLIED IN RESTROOMS AND BATHING ROOM. MR GYP IN LAUNDRY. EXISTING ROOM #1 AND HALLS RECIEVE 5/8" STANDARD GYP BD.
E	EXISTING TO REMAIN
N	NEW
NTS	NOT TO SCALE

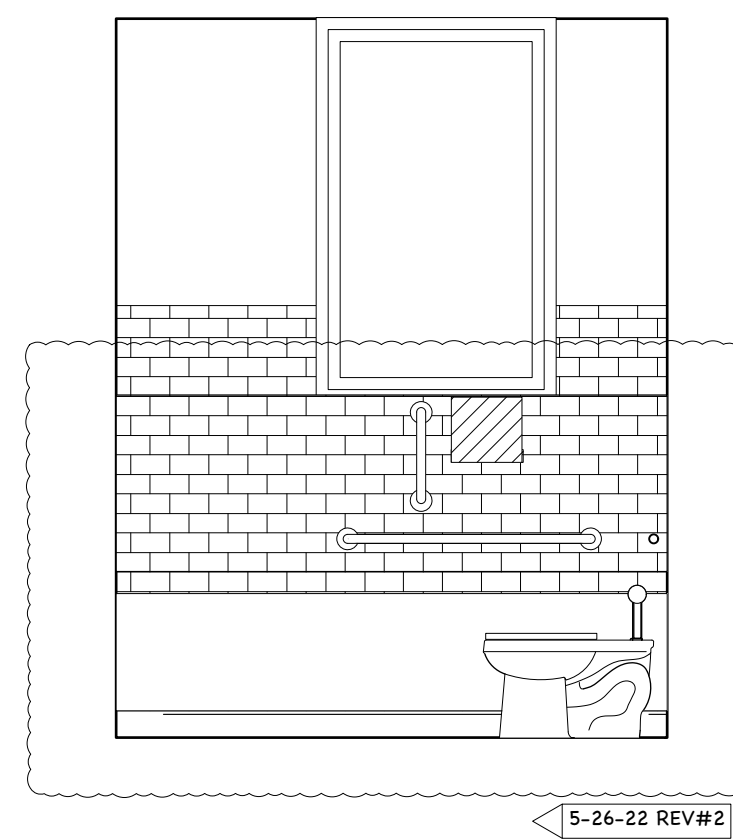
LINTEL SCHEDULE		
MARK	SIZE	REMARKS
L-1	8" X 8" MASONRY LINTEL W/ (2) #3'S T&B	4" BEARING EACH END



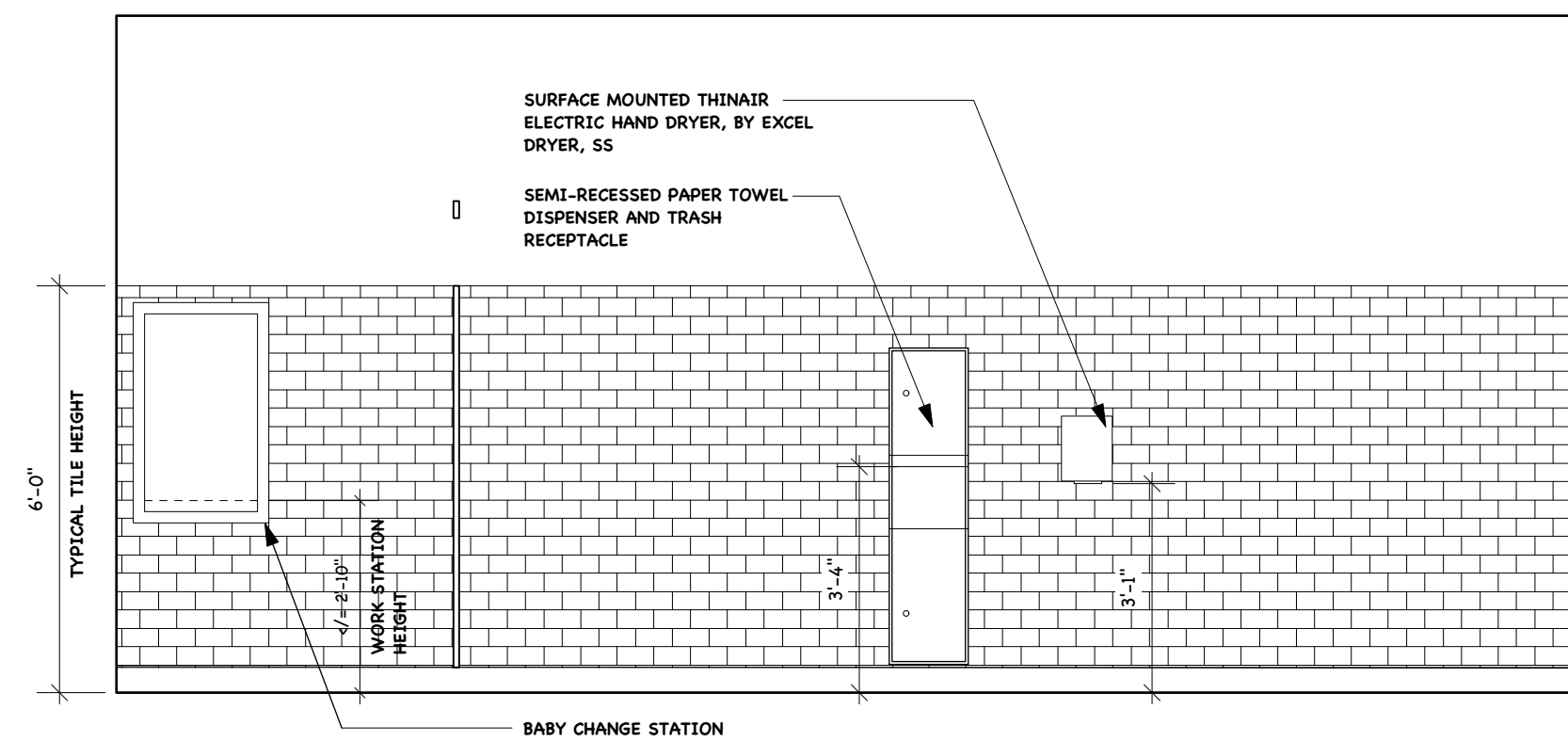
1 WALL SECTION
Scale: 3/4" = 1'-0"

NOTE: SIMILAR ALL STUD WALLS

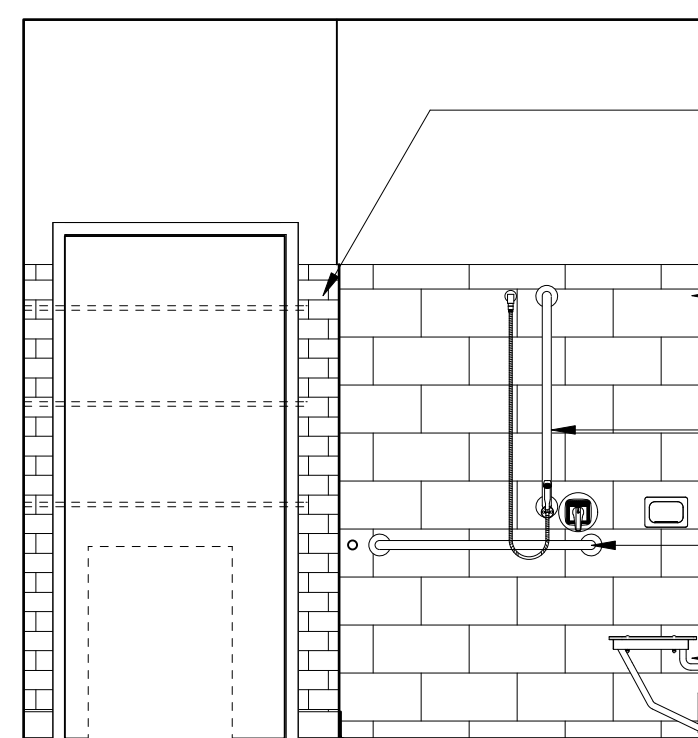




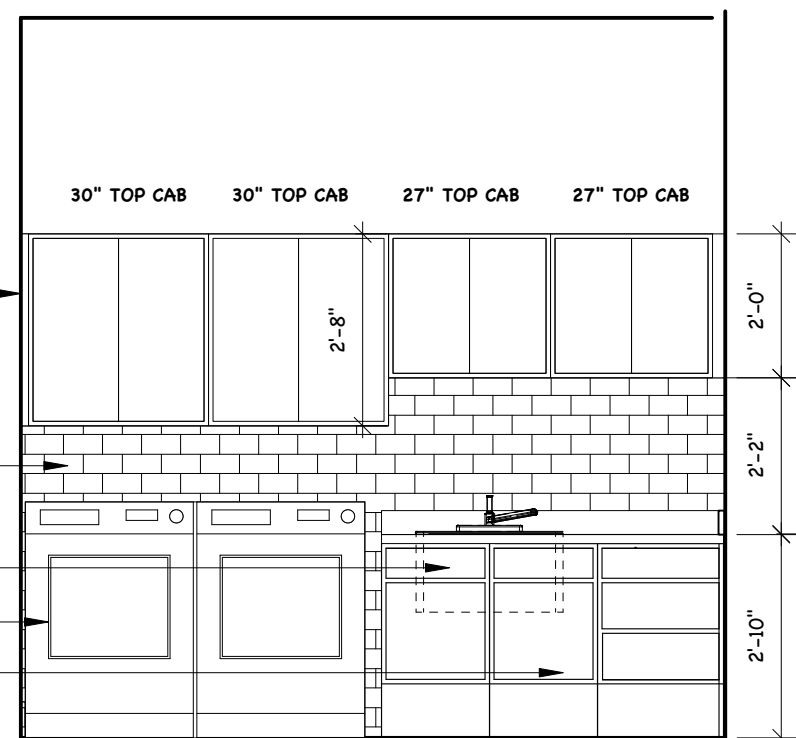
12 MEN'S RESTROOM ELEVATION
A-2 Scale: 3/8" = 1'-0"
NOTE: SEE ELEVATION 9/A-2, MEN'S SIMILAR TO WOMEN'S.



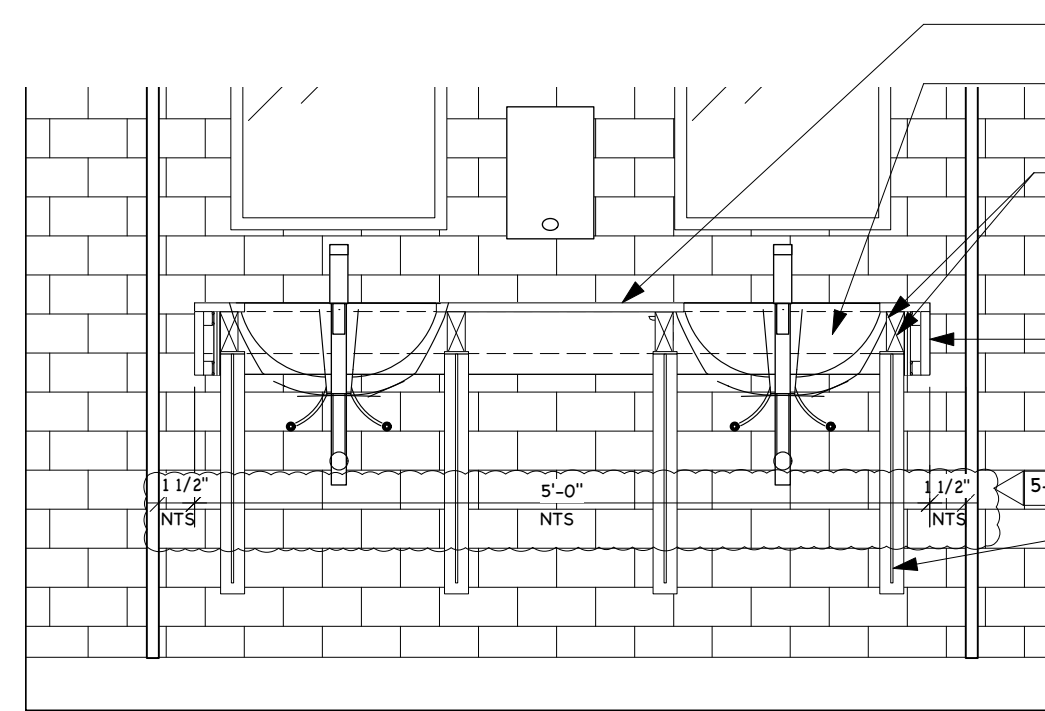
9 WOMEN'S RESTROOM ELEVATION
A-2 Scale: 3/8" = 1'-0"
NOTE: MEN'S SIMILAR



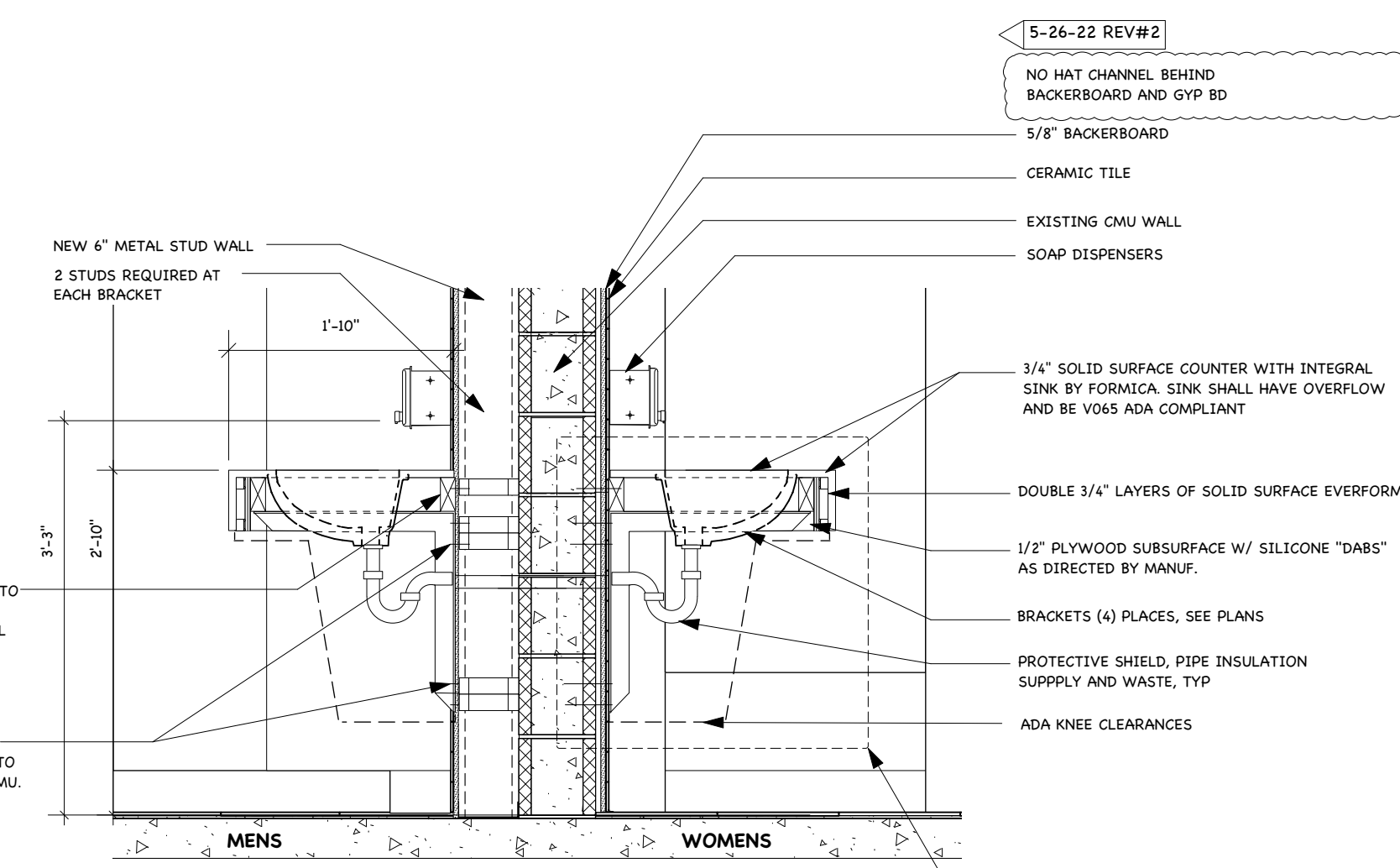
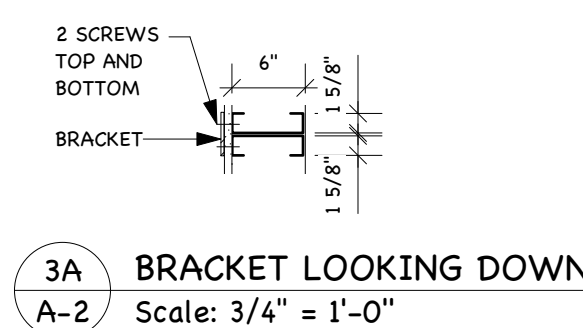
6 SHOWER ELEVATION
A-2 Scale: 3/8" = 1'-0"



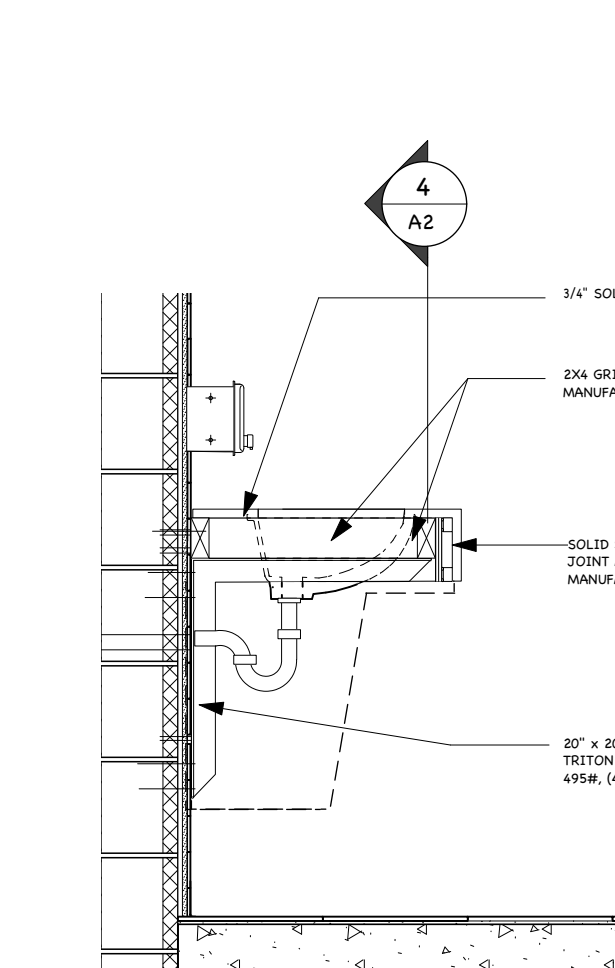
5 LAUNDRY ELEVATION
A-2 Scale: 3/8" = 1'-0"



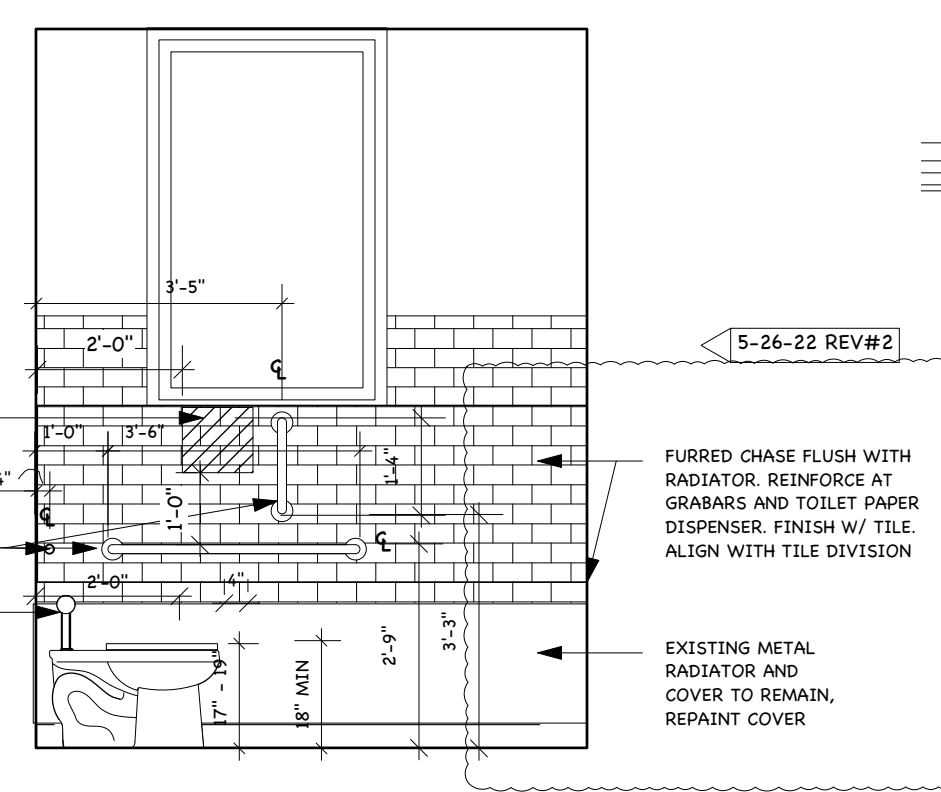
4 LAVATORY LATERAL SECTION @ KNEE BRACE
A-2 Scale: 3/4" = 1'-0"



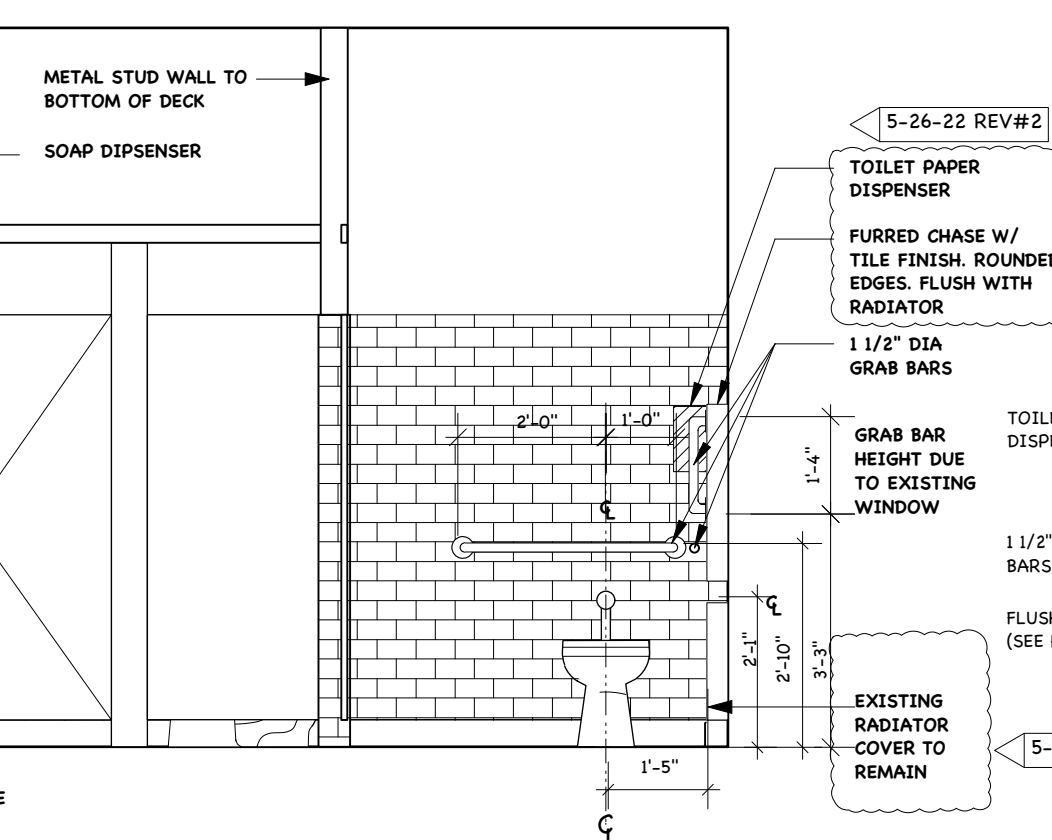
3 LAVATORY SECTION
A-2 Scale: 3/4" = 1'-0"



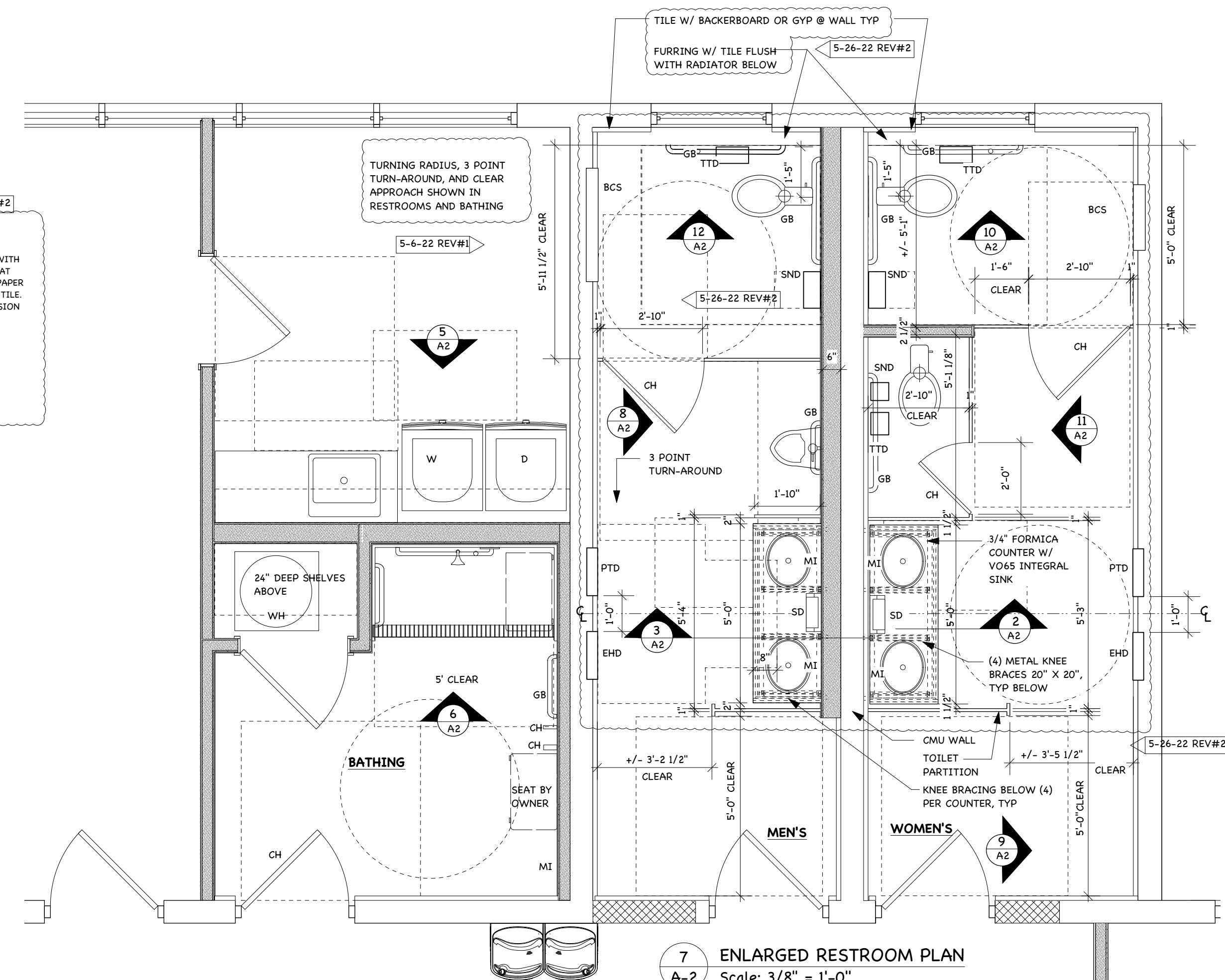
2 LAVATORY SECTION @ KNEE BRACE
A-2 Scale: 3/4" = 1'-0"



10 WOMEN'S RESTROOM ELEVATION
A-2 Scale: 3/8" = 1'-0"



11 WOMEN'S RESTROOM ELEVATION
A-2 Scale: 3/8" = 1'-0"



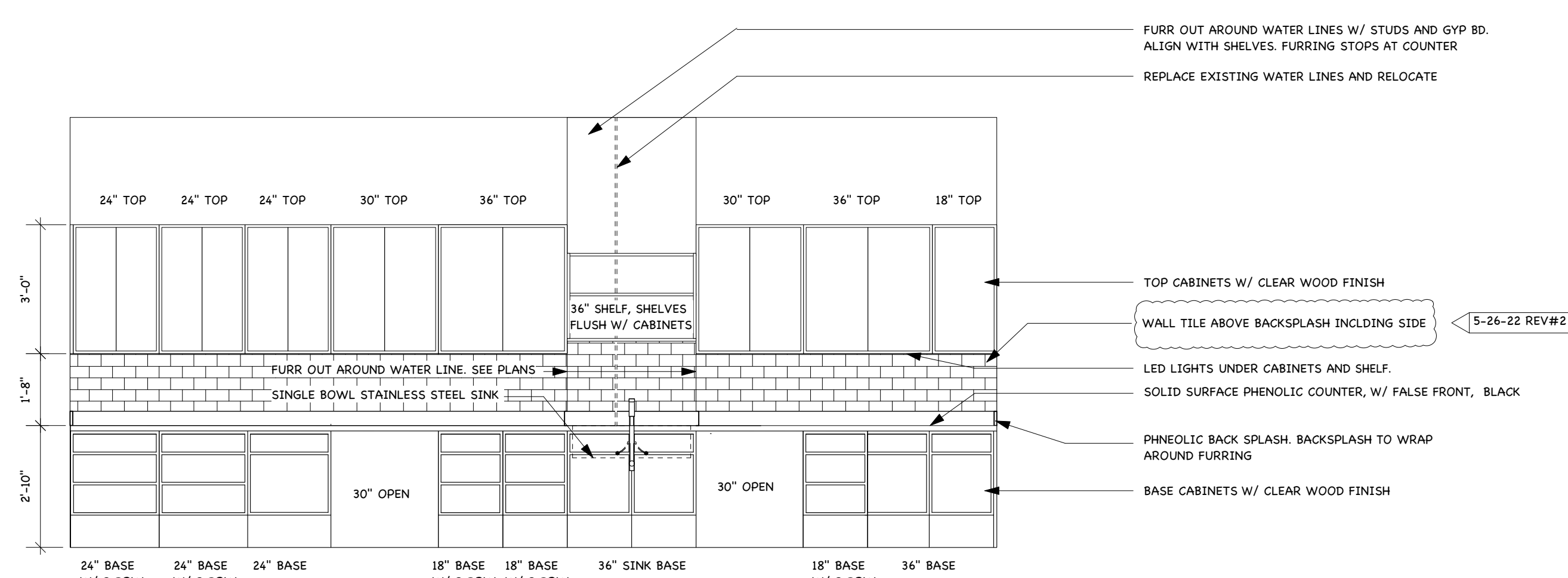
7 ENLARGED RESTROOM PLAN
A-2 Scale: 3/8" = 1'-0"

NOTES:
1. IN BATHING ROOM, DROP SLAB TO PROVIDE NO LEVEL CHANGE BETWEEN SHOWER THRESHOLD AND TILE FOLLOW MANUFACTURER'S RECOMMENDATIONS.

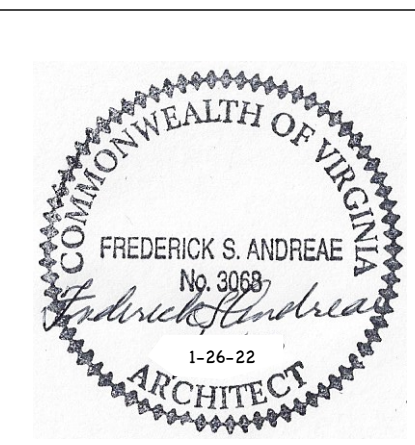
TOILET ACCESSORY LEGEND & SCHEDULE

MARK	DESCRIPTION	MANUFACTURER	MODEL #	NOTES
GB	GRAB BARS	BOBRICK	B-5804 SERIES (CONCEALED MOUNTING)	SEE ELEVATIONS FOR SIZES & QUANTITIES
CH	CLOTHES HOOK	BOBRICK	STANDARD HARDWARE	(1) ON EACH TOILET STALL DOOR AND (2) IN SHOWER ROOM
TTD	TOILET TISSUE DISPENSER	GEORGIA-PACIFIC	59009 (SURFACE MOUNTED JUMBO ROLL)	TRANSLUCENT SMOKE
SND	SANITARY NAPKIN DISPOSAL	BOBRICK	B-5770 (SURFACE MOUNTED)	INTEGRAL OVERFLOW, ADA COMPLIANT
LAV	LAVATORY SOLID SURFACE	FORMICA	V065	BLACK
SD	SOAP DISPENSER	KIMBERLY-CLARK	1200ML HANDS FREE	
MI	MIRROR	BOBRICK	B-290 1830	SS
PTD	PAPER TOWEL DISPENSER & WASTE	BRADLEY	234-10 (SEMI-RECESSED)	WHITE
PLI	PLUMBING LINE INSULATION SHIELD	TRUBRO	Zoro #: G2564755	FOREST GREEN
BCS	BABY CHANGING STATION	KOALA KARE	K8200-SS RECESSED HORIZONTAL & VERTICAL WALL MOUNTS	
TP	TOILET PARTITION	BOBRICK	SOLID COLOR REINFORCED COMPOSITE (SGRC) 1092	WHITE, 70" WIDE
SCR	SHOWER CURTAIN ROD	COMFORT DESIGN	204-3	12 FOR 70" WIDE CURTAIN, PROVIDE 5 SURPLUS HOOKS
SC	SHOWER CURTAIN HOOKS	BOBRICK	204-1	
FSS	FOLDING SHOWER SEAT	COMFORT DESIGN		STAINLESS STEEL, ADA COMPLIANT
EHD	ELECTRIC HAND DRYER	EXCEL DRYER		

NOTES:
1. DIMENSIONS TAKEN FROM FINISH TO FINISH.
2. TOILET PARTITIONS (TP) SHALL BE FLOOR MOUNTED WITH OVERHEAD BRACED IN SOLID PLASTIC WITH STANDARD HARDWARE PLUS FULL HEIGHT HINGE AND FULL HEIGHT MOUNTING BRACKET. COLOR SHALL BE FOREST GREEN SC04.
3. ACCESSORY COLOR SHALL BE STAINLESS STEEL IF NOT OTHERWISE SPECIFIED.



1 CABINET ELEVATION
A-2 Scale: 3/8" = 1'-0"



PLUMBING SPECIFICATIONS

1. GENERAL

1.1 DESCRIPTION OF WORK:

- A. ALL FIXTURES, EQUIPMENT, ACCESSORIES, MATERIALS, AND LABOR REQUIRED TO PROVIDE COMPLETE, COORDINATED, AND FULLY FUNCTIONAL PLUMBING SYSTEMS GENERALLY AS INDICATED ON THE DRAWINGS AND AS SPECIFIED HEREIN.
1. SANITARY SEWER
2. DOMESTIC WATER

1.2 RELATED DOCUMENTS:

- A. THE REQUIREMENTS OF THE CIVIL, ARCHITECTURAL, STRUCTURAL, HVAC, AND ELECTRICAL DRAWINGS AND SPECIFICATIONS SHALL APPLY TO AND BE CONSIDERED A PART OF THE PLUMBING WORK IN-SO-FAR AS THEY APPLY TO THE PLUMBING WORK AND ARE REQUIRED FOR COORDINATION.

1.3 JOB CONDITIONS:

- A. DUE TO THE SMALL SCALE OF THE DRAWINGS, IT IS NOT POSSIBLE TO INDICATE ALL OFFSETS, FITTINGS AND ACCESSORIES WHICH MAY BE REQUIRED TO PROVIDE A COMPLETE INSTALLATION OF THE WORK DESCRIBED AND INDICATED.
- B. PROVIDE FITTINGS, OFFSETS, TRANSITIONS, AND ACCESSORIES REQUIRED TO MEET CONDITIONS OF THE PROJECT.
- C. PROVIDE SERVICE ACCESS FOR EQUIPMENT, CONTROL COMPONENTS, VALVES, AND SPECIALTIES.
- D. PROVIDE ACCESS PANELS FOR VALVES, ACCESS DOORS, ETC. CONCEALED BEHIND FINISHED SURFACES.

1.4 CONFORMANCE TO REGULATIONS:

- A. WORK SHALL CONFORM WITH VIRGINIA UNIFORM STATEWIDE BUILDING CODE, NFPA, AND LOCAL ORDINANCES.

1.5 QUALITY ASSURANCE:

- A. COMPLY WITH MANUFACTURER'S REQUIREMENTS AND NOTES AND DETAILS SHOWN HEREIN FOR INSTALLATION OF EQUIPMENT.

1.6 MATERIALS AND EQUIPMENT:

- A. EQUIPMENT PROVIDED FOR THIS PROJECT SHALL BE EQUIVALENT TO PRODUCTS SPECIFIED.
- B. CONTRACTOR SHALL GUARANTEE EQUIVALENCE AND IS RESPONSIBLE FOR MODIFICATIONS REQUIRED AND COORDINATION WITH OTHER TRADES TO FIT SUBSTITUTED PRODUCT INTO THE PROJECT.
- C. MATERIALS AND EQUIPMENT OF THE SAME TYPE AND USE SHALL BE FROM A SINGLE MANUFACTURER.
- D. PROTECT STORED MATERIALS AND EQUIPMENT FROM WEATHER.

1.7 UTILITIES AND CONNECTIONS:

- A. COORDINATE CONNECTIONS TO EXISTING UTILITIES WITH OWNER'S REPRESENTATIVE AND WITH EXISTING CONDITIONS. FIELD VERIFY EXACT LOCATIONS AND INVERTS OF EXISTING PRIOR TO ROUGH-IN OF NEW WORK. WORK TO EXISTING LOCATIONS AND INVERTS. PROVIDE TRANSITIONS IN SIZE AND MATERIAL AT POINT OF CONNECTION.

1.8 SUBMITTALS:

- A. SUBMIT SHOP DRAWINGS AND PRODUCT DATA FOR FIXTURES AND EQUIPMENT SPECIFIED HEREIN AND ON THE DRAWINGS. SHOP DRAWINGS AND PRODUCT DATA SHALL BE IDENTIFIED PER INDICATIONS ON DRAWINGS, SHALL BE MARKED TO INDICATED SPECIFIC ITEM BE PROPOSED, AND SHALL BE ORGANIZED IN AN ORDERLY MANNER. SUBMIT SHOP DRAWINGS ELECTRONICALLY IN PDF FORMAT.
- B. SUBMIT OPERATING AND MAINTENANCE MANUALS FOR EACH PIECE OF EQUIPMENT INSTALLED IN THIS PROJECT. INCLUDE COPIES OF SPECIFIC EQUIPMENT WARRANTIES IN MANUAL.
- C. UPON COMPLETION OF THE INSTALLATION, AND PRIOR TO ACCEPTANCE BY THE OWNER, CONTRACTOR SHALL FURNISH TWO COPIES OF AS-BUILT DOCUMENTATION. ALL CHANGES TO THE BIDDING DOCUMENTS SHALL BE NEATLY AND CLEARLY IDENTIFIED ON THE AS-BUILT DOCUMENTATION.

1.9 PROJECT CLOSEOUT:

- A. REPLACE OR REPAIR DAMAGED EQUIPMENT AND CLEAN ALL EXPOSED SURFACES.
- B. TOUCH-UP SHOP APPLIED FINISHES TO RESTORE DAMAGED OR SOILED AREAS.
- C. INSTRUCT OWNER'S REPRESENTATIVE IN OPERATION AND MAINTENANCE OF EQUIPMENT UTILIZING OPERATION AND MAINTENANCE MANUAL. INSTRUCTION PERIOD SHALL BE FOUR HOURS.

2. PRODUCTS

2.1 PIPING SYSTEMS:

- A. DOMESTIC WATER PIPING – DOMESTIC TYPE L COPPER W/ NO LEAD SOLDER JOINTS, PEX OR CPVC. UNDERSLAB WATER – TYPE K SOFT COPPER OR PEX W/ NO JOINTS.
- B. SANITARY DRAINAGE – SCHEDULE 40 PVC WITH SOLVENT WELD FITTINGS, OR NO-HUB CAST IRON PIPING.
- C. VENT PIPING – SCHEDULE 40 PVC W/ SOLVENT WELD FITTINGS, OR COPPER DWV WITH 50/50 SOLDER FITTINGS.

2.2 PLUMBING FIXTURES AND EQUIPMENT:

- A. REFER TO FIXTURE SCHEDULE AND EQUIPMENT LIST ON DRAWINGS FOR MANUFACTURER'S AND MODEL NUMBERS.

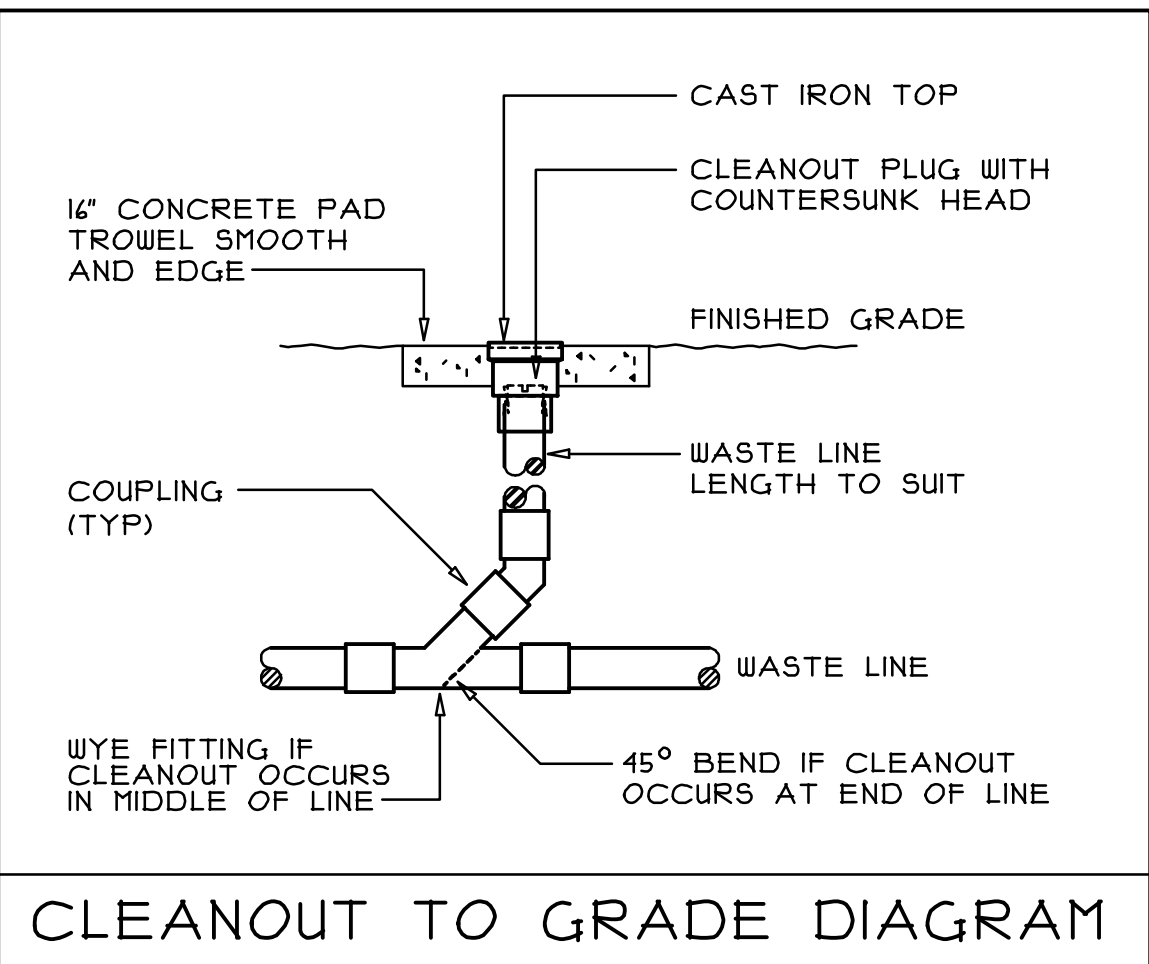
3. EXECUTION

3.1 PIPING SYSTEMS

- A. VERIFY INVERT ELEVATIONS PRIOR TO EXCAVATION.
- B. BACKFILL BURIED PIPE IN TRENCHES WITH DIRT FREE OF ROCK, STONE OR DEBRIS.
- C. VERIFY EXACT LOCATION OF EQUIPMENT AND FIXTURES PRIOR TO ROUGH-IN.
- D. COORDINATE ROUTING OF WORK WITH OTHER TRADES AND INSTALL TO ALLOW MAXIMUM HEADROOM CLEARANCES, SERVICE ACCESS AND MAINTAIN PROPER PITCH OF SLOPING LINES.
- E. INSULATE PIPING SYSTEMS AS FOLLOWS:
1. DOMESTIC WATER – 1/2" FIBERGLASS W/ ASJ UP TO 1.5"; 1" FIBERGLASS W/ ASJ OVER 1.5" PIPE SIZE. UNDERSLAB WATER – 3/4" CLOSED CELL RUBBER.
2. SEAL VAPOR BARRIERS. SECURE WITH ADHESIVE AND SEAL JOINTS WITH SEALANT.
3. PROVIDE GALVANIZED STEEL SADDLE AT HANGERS SURROUNDING INSULATED PIPE.
4. DO NOT COMPRESS INSULATION EXCEPT IN AREAS OF STRUCTURAL INTERFERENCE.
5. INSTALL PRE-FITTED PLASTIC ELBOWS OR APPLY CANVAS JACKET IN THREE LAYERS AT ELBOWS.
6. INSULATE FITTINGS, VALVES AND EQUIPMENT BODIES.
- F. PROVIDE SLEEVES FOR PIPING PENETRATING WALLS. INSULATION SHALL BE CONTINUOUS THROUGH SLEEVES.
- G. FIRESTOP PIPING PASSING THROUGH FIRE RATED WALLS OR CEILINGS.
- H. PATCH FINISHED AREAS DISTURBED BY WORK TO MATCH SURROUNDING AREAS.
- I. WELDING SHALL BE DONE BY CERTIFIED WELDERS FOR THE APPROPRIATE SYSTEM BEING WELDED.
- J. MAKE CONNECTIONS OF DISSIMILAR METALLIC PIPING WITH DIELECTRIC UNIONS.
- K. PROVIDE CHROME PLATED ESCUTCHEON FOR EXPOSED PIPING PENETRATING A FINISHED SURFACE.
- L. PROVIDE SHUT OFF VALVES AT EQUIPMENT CONNECTIONS. PROVIDE STOPS FOR ALL PLUMBING EQUIPMENT AND FIXTURES.
- M. HANGERS SUPPORTING COPPER PIPING SHALL BE COPPER PLATED OR PLASTIC COVERED. HANGERS SUPPORTING INSULATED PIPING SHALL BE SIZED TO SURROUND INSULATION AND STEEL SADDLE.
- N. PROVIDE VACUUM BREAKERS AT WALL HYDRANTS.
- O. TEST PIPING SYSTEMS AS FOLLOWS:
1. WATER PIPING – TEST AT PRESSURE NOT LESS THAN WORKING PRESSURE OF THE SYSTEM. MAINTAIN SUCH PRESSURE FOR MINIMUM OF 1 HOUR.
2. SANITARY, STORM AND VENT PIPING – W/ 10 FT. HEAD OF WATER, MAINTAINING SUCH PRESSURE FOR MINIMUM OF 1 HOUR.
3. TESTS SHALL SHOW NO SUBSTANTIAL LOSS IN PRESSURE.
4. PIPING RUN IN CONCEALED AREAS SHALL BE LEAK TESTED PRIOR TO BEING CONCEALED.

3.2 PLUMBING FIXTURES

- A. PROVIDE CHROME PLATED STOPS FOR FIXTURES.
- B. PROVIDE CHROME TAILPIECE AND TRAP WITH CLEANOUT FOR LAVATORIES AND SINK.
- C. PROVIDE REMOVABLE CHROME PLATED BASKET STRAINER FOR SINK.
- D. CAULK BETWEEN FIXTURE AND FINISHED SURFACES WITH WHITE SILICONE CAULKING.
- E. PROVIDE BOLT CAPS FOR WATER CLOSETS AND URINAL.
- F. MOUNT WALL CLEANOUTS AND PLUGGED OUTLETS AT 18" ABOVE FINISHED FLOOR UNLESS OTHERWISE NOTED ON DRAWINGS.

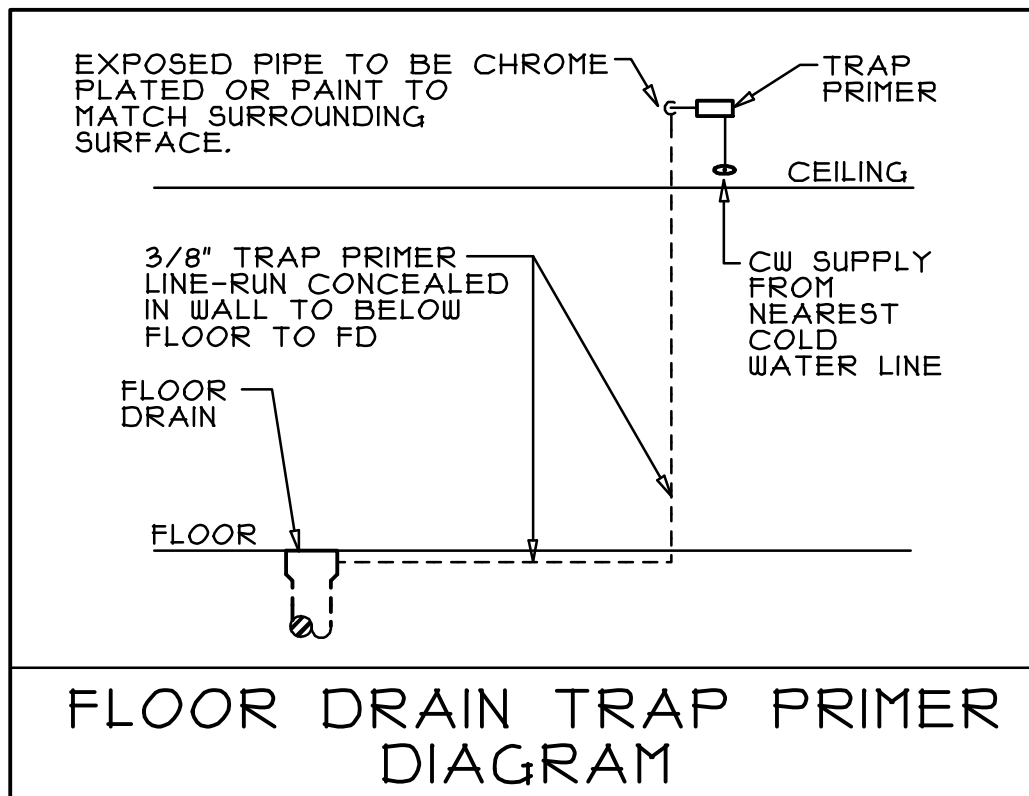
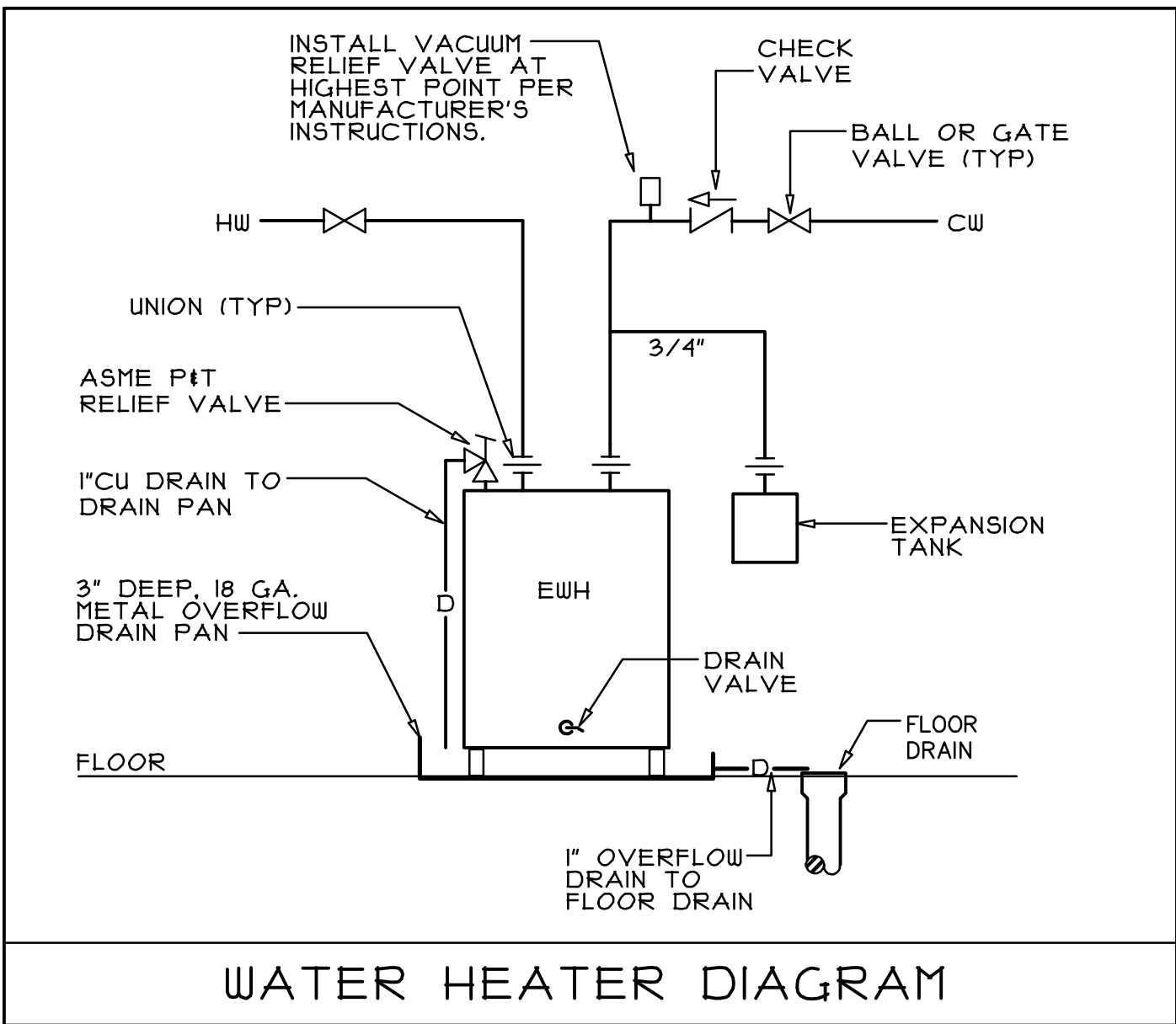


PLUMBING FIXTURE SCHEDULE

NO.	DESCRIPTION	W	V	CW	HW	MFR. MODEL			NTS
						FIXTURE	FITTINGS	ACCESS.	
W1	ACCESSIBLE FLUSH VALVE WATER CLOS.	3	1.5	1	--	AMER. STD. 3043.001	SLOAN WES III-1.6/1.1	SEAT: CHURCH 2955SC	1
W2	FLUSH VALVE TYPE WATER CLOSET	3	1.5	1	--	AMER. STD. 2234.001	SLOAN WES III-1.6/1.1	SEAT: CHURCH 2955SC	
U1	ACCESSIBLE URINAL	2	1.5	3/4	--	AMER. STD. 6400.001	SLOAN ROYAL 186-I-ADA-BG-YC-YK	CARRIER: WADE 400 SERIES	1,2
LI	ACCESSIBLE COUNT. MTD. LAVATORY	1.5	1.5	1/2	1/2	EVERFORM VO65	MOEN 8915		1,3,4
SI	ACCESSIBLE SINGLE BOWL S/S SINK	1.5	1.5	1/2	1/2	ELKAY SINK KIT K125224DF			1,3
SH	ACCESSIBLE SHOWER	2	1.5	1/2	1/2	COMFORT DESIGN'S XST 6232-TR	CHICAGO SH-TP5-01-02-01		1,2
EW	ACCESSIBLE ELEC. WATER COOLER	1.5	1.5	1/2	--	ELKAY LZSTL8WSLK			1,2
LT	LAUNDRY TUB	1.5	1.5	1/2	1/2	FIAT DLI	FIAT A-1		
WM	WASHING MACHINE	2	1.5	1/2	1/2		SIoux CHIEF 696-2313WR	SIT WM IN 3" DEEP DRAIN PAN. BOX W/ SHOCK ARRESTERS	2
EW	ELEC. WATER HEATER	--	--	3/4	3/4	AMERICAN LDCE32-50L	208V, 1PH, 6W 50 GALLONS		
SA	WATER HAMMER ARRESTOR	--	--	X	--	WADE SHOKSTOP5			1
COTG	CLEANOUT TO GRADE	4	--	--	--	WADE 6000-Z-5			5
FD	FLOOR DRAIN	X	X	--	--	WADE 1103STD6-21		W/ TRAP PRIMER	6
SD	SHOWER DRAIN	2	1.5	--	--	OATEY 42091			
TV	TEMPERING VALVE	--	--	1/2	1/2	POWERS LF6480			4

NOTES:

1. INSTALL FIXTURES IN ACCORDANCE WITH APPLICABLE STANDARDS.
2. PROVIDE PROPER ACCESSORIES FOR WALL THICKNESS & CONSTRUCTION.
3. PROVIDE PIPE INSULATION KIT, TRUEBRO MODEL 105W OR EQUAL.
4. PROVIDE TEMPERING VALVE AT FIXTURES AS INDICATED ON PLAN OR RISERS.
5. MOUNT IN 1/2" ROUND CONCRETE RING FLUSH W/ PAVEMENT OR GRADE.
6. SIZE TO MATCH SEWER SERVED.
1. SIZE PER MANUFACTURER'S RECOMMENDATIONS FOR NUMBER OF FIXTURES SERVED.



LEGEND

- SOIL OR WASTE PIPING
- VENT PIPING
- COLD WATER PIPING
- HOT WATER PIPING
- BALL OR GATE VALVE
- CHECK VALVE
- DROP IN PIPING
- SHOCK ARRESTOR
- RISER MARK - SEE DIAGRAM
- POINT OF CONNECTION NEW TO EXISTING

ABBREVIATIONS

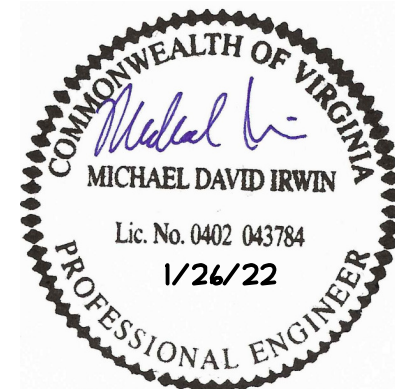
- AFF ABOVE FINISHED FLOOR
- AFG ABOVE FINISHED GRADE
- COTG CLEANOUT TO GRADE
- VTR VENT THRU ROOF
- EWL ELECTRIC WATER HEATER
- CW COLD WATER
- HW HOT WATER
- TW TEMPERED WATER
- DN DOWN
- WC WATER CLOSET
- UR URINAL
- LAV LAVATORY
- FD FLOOR DRAIN
- DFU DRAINAGE FIXTURE UNIT
- SFU SUPPLY FIXTURE UNIT

DATE
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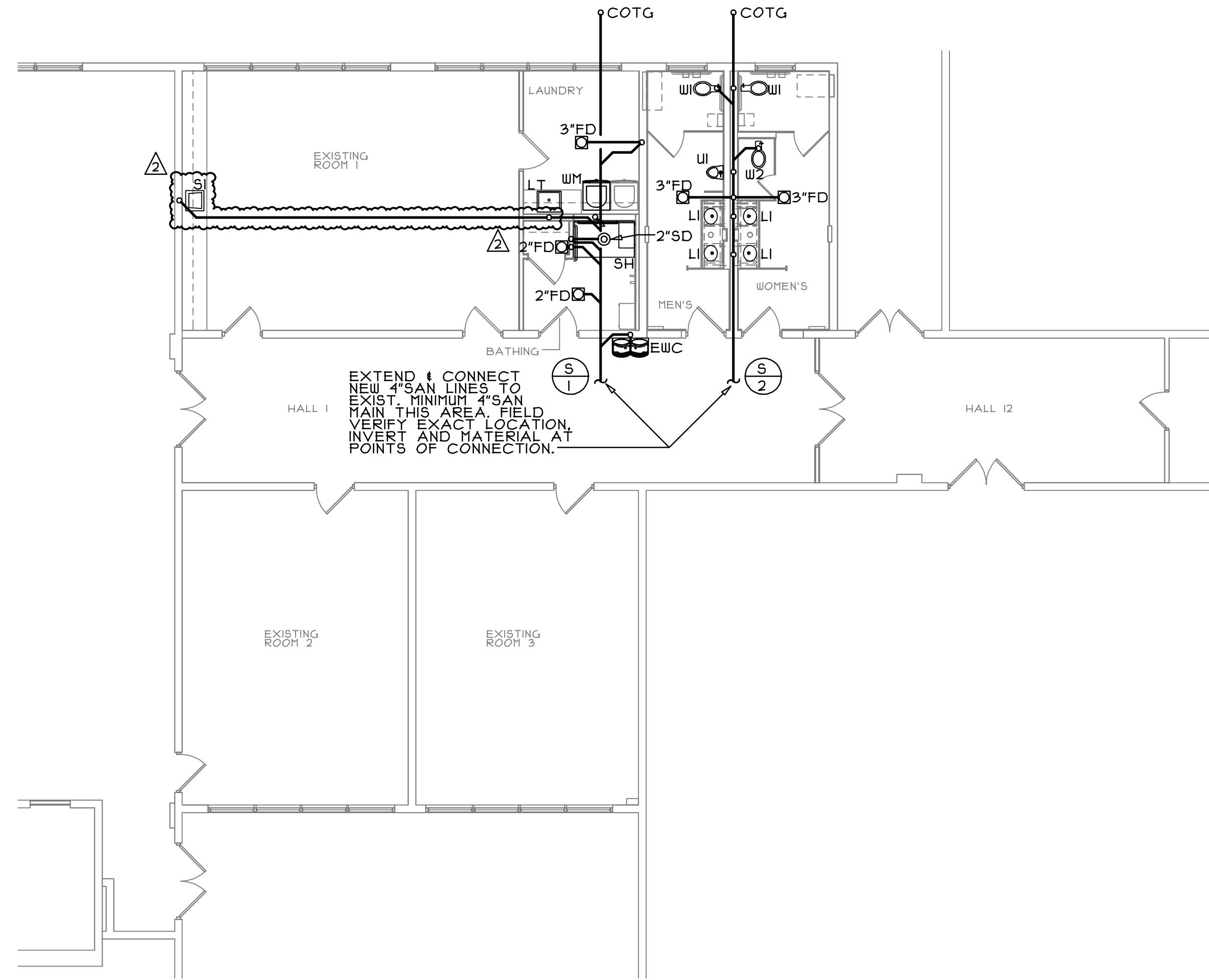


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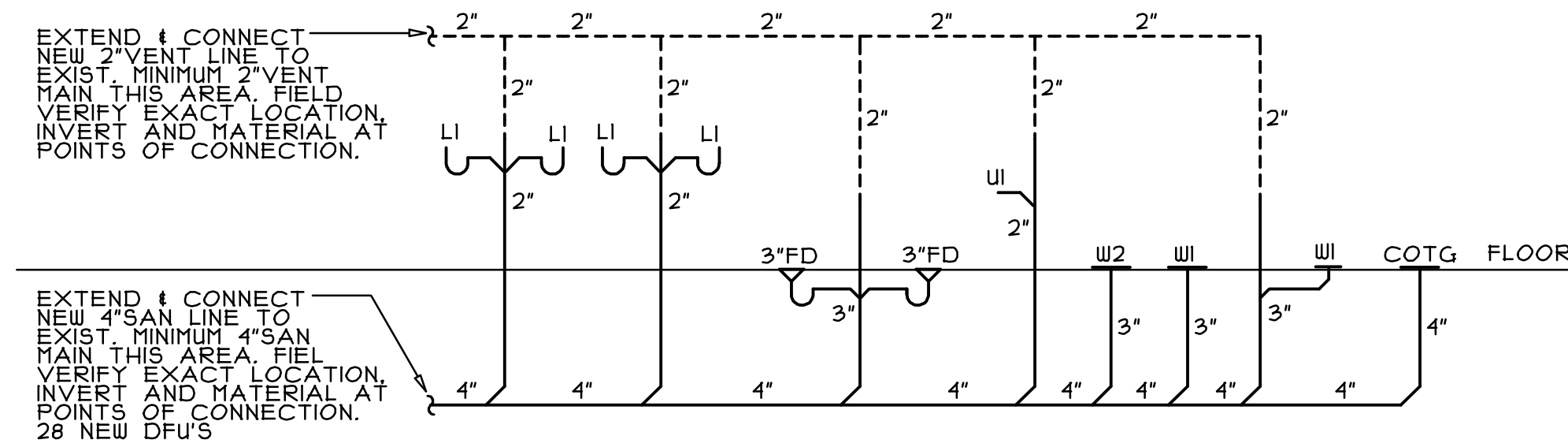
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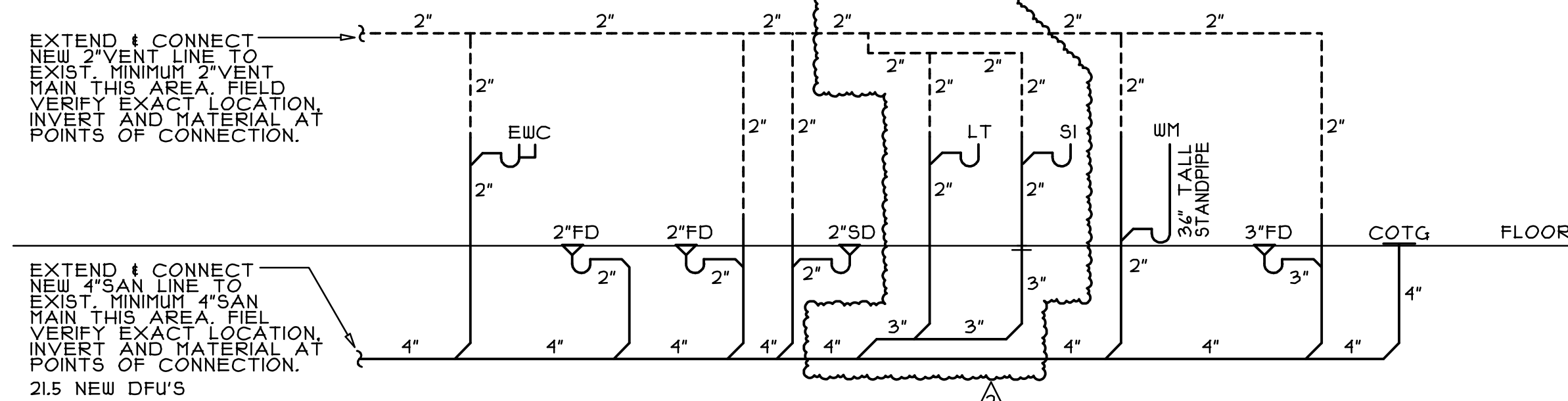


SANITARY PLAN

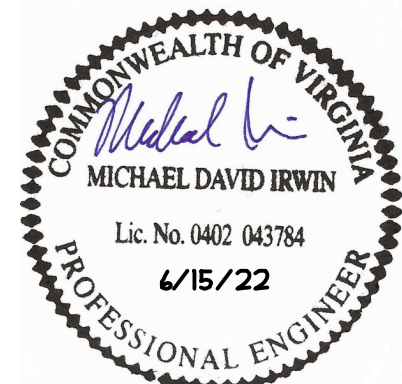
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SANITARY RISER S/2



SANITARY RISER S/1



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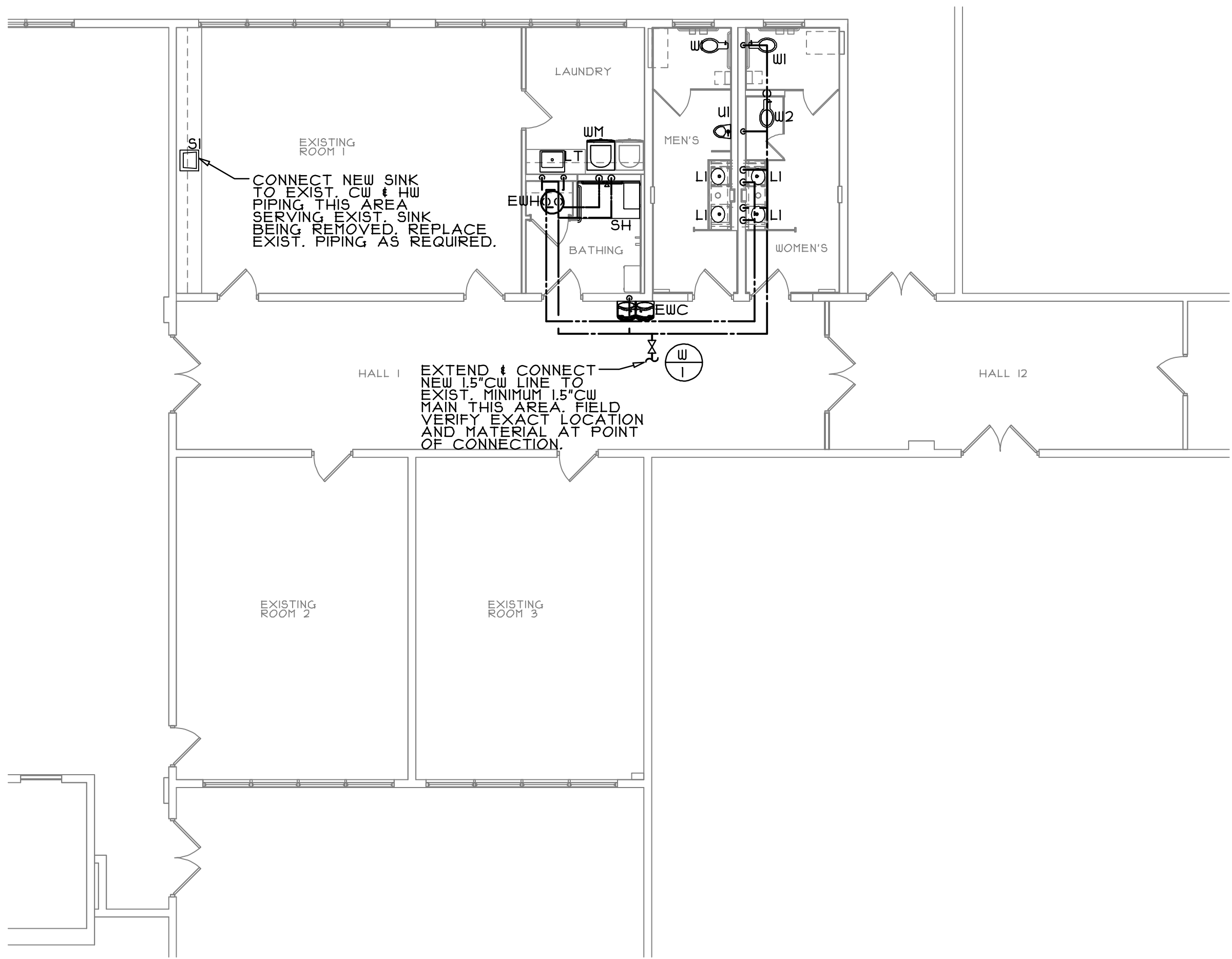
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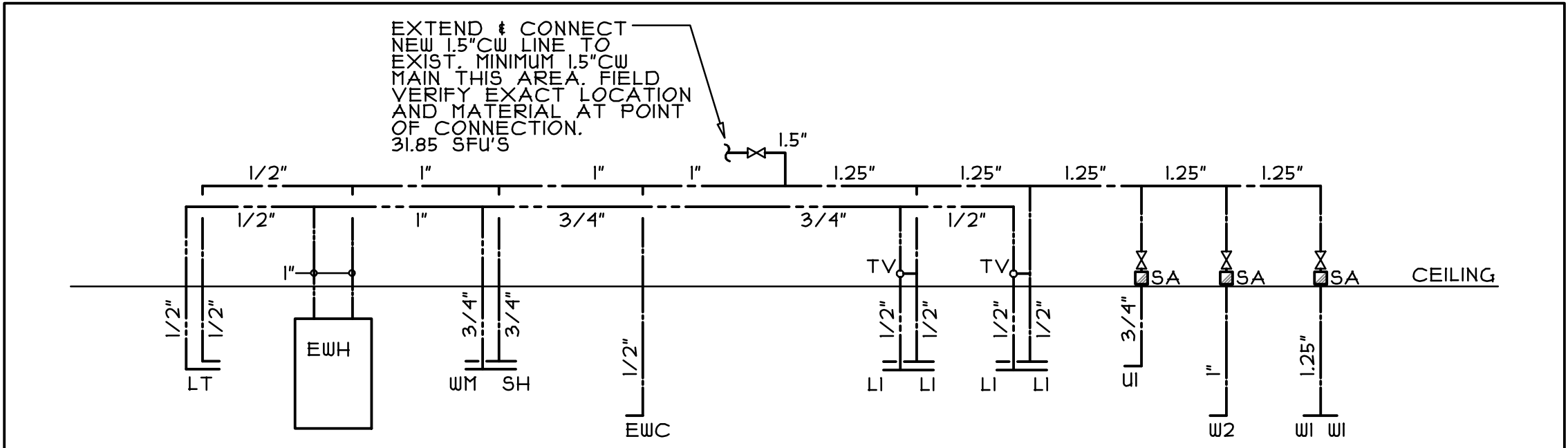
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P-2
OF 3



WATER PLAN
SCALE: 1/8" = 1'-0"



WATER RISER



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ELECTRICAL SPECIFICATIONS

I. GENERAL

1.1 RELATED DOCUMENTS:

- A. REQUIREMENTS OF THE GENERAL CONDITIONS, SUPPLEMENTARY GENERAL CONDITIONS, AND SPECIAL CONDITIONS APPLY TO THIS SECTION.
- B. ARCHITECTURAL, STRUCTURAL, MECHANICAL AND PLUMBING DRAWINGS AND SPECIFICATIONS.

1.2 WORK INCLUDED:

- A. ELECTRICAL SYSTEMS AS SHOWN ON THE DRAWINGS AND AS SPECIFIED HEREIN.
- B. PERMITS AND INSPECTIONS REQUIRED FOR WORK.
- C. TEMPORARY ELECTRIC FOR SITE DURING CONSTRUCTION AS REQUIRED.
- D. COORDINATION OF FINAL SELECTIONS, LOCATIONS, CONNECTIONS, ELECTRICAL CHARACTERISTICS, ETC. OF EQUIPMENT SUPPLIED BY OTHERS ON PROJECT.

1.3 JOB CONDITIONS:

- A. COORDINATE WITH BUILDING CONSTRUCTION AND WITH OTHER TRADES.
- B. IN CASE OF CONFLICT BETWEEN SPECIFICATIONS AND DRAWINGS, CONSULT ARCHITECT IMMEDIATELY FOR DETERMINATION OF PROCEDURE METHOD.

1.4 CONFORMANCE TO REGULATIONS:

- A. WORK SHALL CONFORM WITH 2018 VIRGINIA UNIFORM STATEWIDE BUILDING CODE, NFPA, LOCAL ORDINANCES AND THE RULES AND REGULATIONS OF THE UTILITIES.
- B. WORK SHALL BE IN ACCORDANCE WITH THE OWNER'S CRITERIA AND REQUIREMENTS.

1.5 QUALITY ASSURANCE:

- A. MEET OR EXCEED RECOMMENDATIONS OF IEEE, IES, NEMA AND UL.
- B. NOTIFY ARCHITECT IMMEDIATELY OF CONFLICTS AND DEFICIENCIES. DO NOT PROCEED UNTIL UNSATISFACTORY CONDITIONS HAVE BEEN RESOLVED.

1.6 MATERIALS AND EQUIPMENT:

- A. PROVIDE NEW MATERIALS AND EQUIPMENT UNLESS OTHERWISE NOTED.
- B. FURNISH (INCLUDING FREIGHT AND UNLOADING) AND INSTALL UNLESS OTHERWISE NOTED.
- C. EQUIPMENT PROVIDED FOR THIS PROJECT SHALL BE NEW UNLESS NOTED OTHERWISE.

1.7 SUBMITTALS:

- A. SUBMIT SHOP DRAWINGS AND PRODUCT DATA FOR EQUIPMENT IN ACCORDANCE WITH THE ARCHITECT'S REQUIREMENTS.
- B. UPON COMPLETION OF THE INSTALLATION, AND PRIOR TO ACCEPTANCE BY THE OWNER, CONTRACTOR SHALL FURNISH AS-BUILT DOCUMENTATION AND OIM MANUALS IN ACCORDANCE WITH THE ARCHITECT'S REQUIREMENTS.
- C. PROVIDE WIRING DIAGRAMS SPECIFIC TO THIS PROJECT FOR ALL ROOMS WITH LOW VOLTAGE DEVICES SHOWING INTERCONNECTIONS BETWEEN POWER PACK, SWITCHES, AND OCCUPANCY SENSORS.

1.8 PROJECT CLOSEOUT:

- A. REPAIR DAMAGED AND DEFECTIVE EQUIPMENT AND MATERIALS. REPLACE ITEMS THAT CANNOT BE PROPERLY REPAIRED.
- B. CLEAN EXPOSED AND SEMI-EXPOSED SURFACES OF EQUIPMENT AND MATERIALS.
- C. 24 HOUR SHOP-APPLY FINISHES TO RESTORE DAMAGED AND SOILED AREAS.
- D. INSTRUCT OWNER'S REPRESENTATIVE IN OPERATION AND MAINTENANCE OF ELECTRICAL SYSTEMS UTILIZING THE OPERATION AND MAINTENANCE MANUAL.
- E. INSTRUCTION PERIOD SHALL OCCUR AFTER SUBSTANTIAL COMPLETION OF ELECTRICAL SYSTEMS AND PRIOR TO COMPLETION OF THE PROJECT. COORDINATE WITH THE ARCHITECT AND OWNER.

2. PRODUCTS

2.1 RACEWAYS AND FITTINGS:

- A. CONDUIT SIZES SHALL BE AS REQUIRED BY THE CODE (UNLESS INDICATED OR SPECIFIED OTHERWISE) FOR THE NUMBER AND SIZE OF WIRE INDICATED. MINIMUM SIZE CONDUIT SHALL BE 1/2" ELECTRICAL TRADE SIZE. FLEXIBLE METAL CONDUIT USED FOR LIGHTING FIXTURE WHIPS MAY BE 3/8" WHERE ALLOWED BY THE CODE.
- B. USE RIGID TUBING EXCEPT AS FOLLOWS. USE RIGID NONMETALLIC CONDUIT IN OR UNDER CONCRETE SLABS. USE FLEXIBLE METAL CONDUIT FOR MOTOR AND EQUIPMENT CONNECTIONS IN DRY LOCATIONS. USE LIQUIDTIGHT FLEXIBLE METAL CONDUIT IN WET OR DAMP LOCATIONS.

2.2 WIRE AND CABLE:

- A. CONDUCTORS SHALL BE COPPER. MINIMUM SIZE NO. 12 AWG. OTHER WIRE SIZES SHALL BE AS NOTED OR AS REQUIRED FOR THE CIRCUIT SIZE. CONDUCTOR INSULATION SHALL BE THHN/THWN.
- B. BRANCH CIRCUIT WIRING WHERE CONCEALED IN WALLS AND ABOVE CEILINGS MAY BE TYPE MC (METAL CLAD) CABLE WHERE ALLOWED BY THE CODE.

2.3 BOXES:

- A. GALVANIZED SHEET STEEL TYPE SINGLE DEVICE BOX SHALL BE "NON-GANGABLE" TYPE AND FOR MULTIPLE DEVICES "GANGABLE" TYPE SHALL BE USED. BOXES FOR EXPOSED WORK SHALL BE 4" SQUARE TYPE. BOXES FOR EXPOSED WORK IN SHEET METAL SHALL BE DIE CAST TYPE WITH THREADED HUBS. SECTIONAL BOXES SHALL NOT BE USED IN MASONRY OR CONCRETE. SIZED FOR NUMBER OF CONDUCTORS, FITTINGS AND DEVICES AS REQUIRED BY THE CODE.

2.4 WIRING DEVICES:

- A. 20 AMPERE SPECIFICATION GRADE.
- B. COVERPLATES SHALL BE AS FOLLOWS: INTERIOR RECESSED - SMOOTH UNBREAKABLE NYLON; SURFACE - 4" SQUARE RAISED COVER, GALVANIZED, WEATHERPROOF - DIE CAST ALUMINUM, GFCI TYPE, WATERTIGHT WHILE IN USE TYPE, USE EXTERNAL OPERATING TYPE FOR WEATHERPROOF SWITCHES.
- C. DEVICE AND PLATE COLOR SHALL BE AS SELECTED BY ARCHITECT.
- D. GFCI OUTLETS TO BE SELF-TESTING TYPE.

2.5 DISCONNECT SWITCHES:

- A. SAME MANUFACTURER AS THE PANELBOARDS, NEMA 3R FOR OUTDOOR USE.
- B. DISCONNECT SWITCHES SHALL BE FUSED OR NON-FUSED AS INDICATED AND BE VISIBLE BLADE TYPE WITH EXTERNAL OPERATING HANDLE AND COVER INTERLOCK AND PAD LOCKING.
- C. ALL LABELING ON EXTERIOR DISCONNECT SWITCHES SHALL BE UV RESISTANT.

2.6 PANELBOARDS:

- A. NEW PANELBOARDS SHALL BE AS SCHEDULED OR BY: SQUARE-D, CUTLER HAMMER, GENERAL ELECTRIC OR SIEMENS. NEW PANELBOARDS TO HAVE MINIMUM 20" WIDE CABINETS AND COPPER BUS BARS.
- B. CIRCUIT BREAKERS SHALL BE THERMAL-MAGNETIC, MOLDED CASE, BOLT-ON TYPE. MULTI-POLE SHALL BE COMMON TRIP TYPE. BREAKERS FOR HVAC EQUIPMENT SHALL BE "HACR" RATING WHERE REQUIRED.
- C. NEW PANELBOARDS SHALL HAVE LOCKABLE DOORS. LOCKS SHALL BE KEYS OR KEYS AND KEYS.
- D. NEW PANELBOARDS SHALL BE FULLY RATED OR HAVE A UL LISTED SERVICE CONNECTED RATING MATCHING THAT OF EXISTING SERVICE GEAR.
- E. NEW BREAKERS FOR EXISTING EQUIPMENT SHALL BE OF THE SAME MANUFACTURER AND AIC RATINGS AS THE EXISTING. UPDATE PANEL DIRECTORIES TO INDICATE CHANGES IN BRANCH CIRCUIT WORK. LEAVE SPARE BREAKERS IN "OFF" POSITION.
- F. ALL LABELING ON EXTERIOR GEAR SHALL BE UV RESISTANT.

2.1 ELECTRIC SERVICE:

- A. EXISTING SERVICE IS 120/208 VOLT, 3 PHASE, 4 WIRE.

2.8 LAMPS:

- A. NUMBER, SIZE AND TYPE OF LAMPS SHALL BE AS SPECIFIED ON THE DRAWINGS.

2.9 DRIVERS AND ACCESSORIES:

- A. LED DRIVERS SHALL BE ELECTRONIC TYPE WITH EQUAL TO OR LESS THAN 10% THD AND A 3 YEAR WARRANTY. VOLTAGE TO MATCH SYSTEM VOLTAGE.
- B. ACCESSORIES SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING FOR A COMPLETE LIGHTING FIXTURE INSTALLATION: PLASTER FRAMES, TEE BAR HANGERS, FIXTURE STUDS AND HOLD DOWN CLIPS FOR SUSPENDED CEILINGS.

2.10 LIGHTING FIXTURES:

- A. LIGHTING FIXTURES SHALL BE AS SPECIFIED ON THE DRAWINGS.

2.11 EMPTY CONDUIT SYSTEMS:

- A. PROVIDE FOR USE BY THE OWNER'S CABLING CONTRACTOR. CONDUIT SYSTEM SHALL BE AS DESCRIBED ON THE DRAWINGS FOR DATA, TELEPHONE, TELEVISION, SOUND, SECURITY, ETC.

2.12 FIRE ALARM SYSTEM:

- A. EXPAND FIRE ALARM SYSTEM INTO AREA OF NEW WORK.
- B. FIRE ALARM CONTRACTOR SHALL PROVIDE ALL DESIGN, DRAWINGS, CALCULATIONS, PRODUCT DATA, ETC. TO THE LOCAL AUTHORITY REQUIRED FOR PERMITTING AND INSPECTIONS OF THE SYSTEM.
- C. SIGNALING DEVICES SHALL BE ADA COMPLIANT.
- D. CABLE SHALL BE FIRE PROTECTIVE SIGNALING TYPE.
- E. NEW DEVICES SHALL MATCH AND/OR BE LISTED AS COMPATIBLE WITH THE EXISTING SYSTEM.
- F. ALL ACCESSORIES, EXPANDERS, ANNUNCIATORS, GRAPHIC PANELS, ETC. SHALL BE INCLUDED AS REQUIRED FOR A COMPLETE FULLY FUNCTIONING SYSTEM MEETING STATE AND LOCAL CODE REQUIREMENTS.

3. EXECUTION:

3.1 RACEWAYS AND FITTINGS:

- A. INSTALL CONDUITS CONCEALED IN WALLS, CEILINGS OR FLOORS UNLESS INDICATED OR SPECIFIED OTHERWISE. CONDUITS MAY BE INSTALLED EXPOSED IN UNFINISHED AREAS (IE, EQUIPMENT ROOMS). INSTALL EXPOSED CONDUITS IN RUNS PARALLEL OR PERPENDICULAR TO WALLS STRUCTURAL MEMBERS OR INTERSECTIONS OF VERTICAL PLANES OR CEILINGS. EXPOSED AND CONCEALED CONDUITS SHALL PASS THROUGH WALLS, FLOORS OR CEILINGS AT RIGHT ANGLES. UNDERGROUND CONDUITS SHALL HAVE BURY DEPTH AS REQUIRED BY THE CODE.
- B. INSURE THAT CONDUITS ARE IN ALIGNMENT BETWEEN BENDS, ELBOWS AND TERMINATIONS; THAT BENDS ARE FREE OF CRIMPS. THAT JOINTS AND TERMINATIONS ARE TIGHT AND SECURE; THAT INTERIORS ARE SMOOTH AND FREE OF BURRS AND FOREIGN OBJECTS; AND THAT INTERIORS ARE FULL SIZE ENTIRE LENGTH. DURING CONSTRUCTION, CLOSE ENDS OF CONDUITS WITH METAL OR PLASTIC CAPS INTENDED FOR THE PURPOSE.
- C. FIELD BENDING OF CONDUITS AND TUBING SHALL BE MADE WITH HAND OR POWERED EQUIPMENT. APPROVED FOR THE PURPOSE, USE OF TORCHES TO BEND NONMETALLIC CONDUIT IS NOT APPROVED. RADIUS OF BENDS SHALL BE AS PER THE CODE FOR TYPE OF CONDUIT AND TUBING USED. CONDUITS PASSING THROUGH A FIRE RATED WALL OR FLOOR SHALL NOT LESSEN THE RATING OF THE STRUCTURE THROUGH WHICH THEY PASS. FINAL INSTALLATION OF CONDUITS PENETRATING WATER

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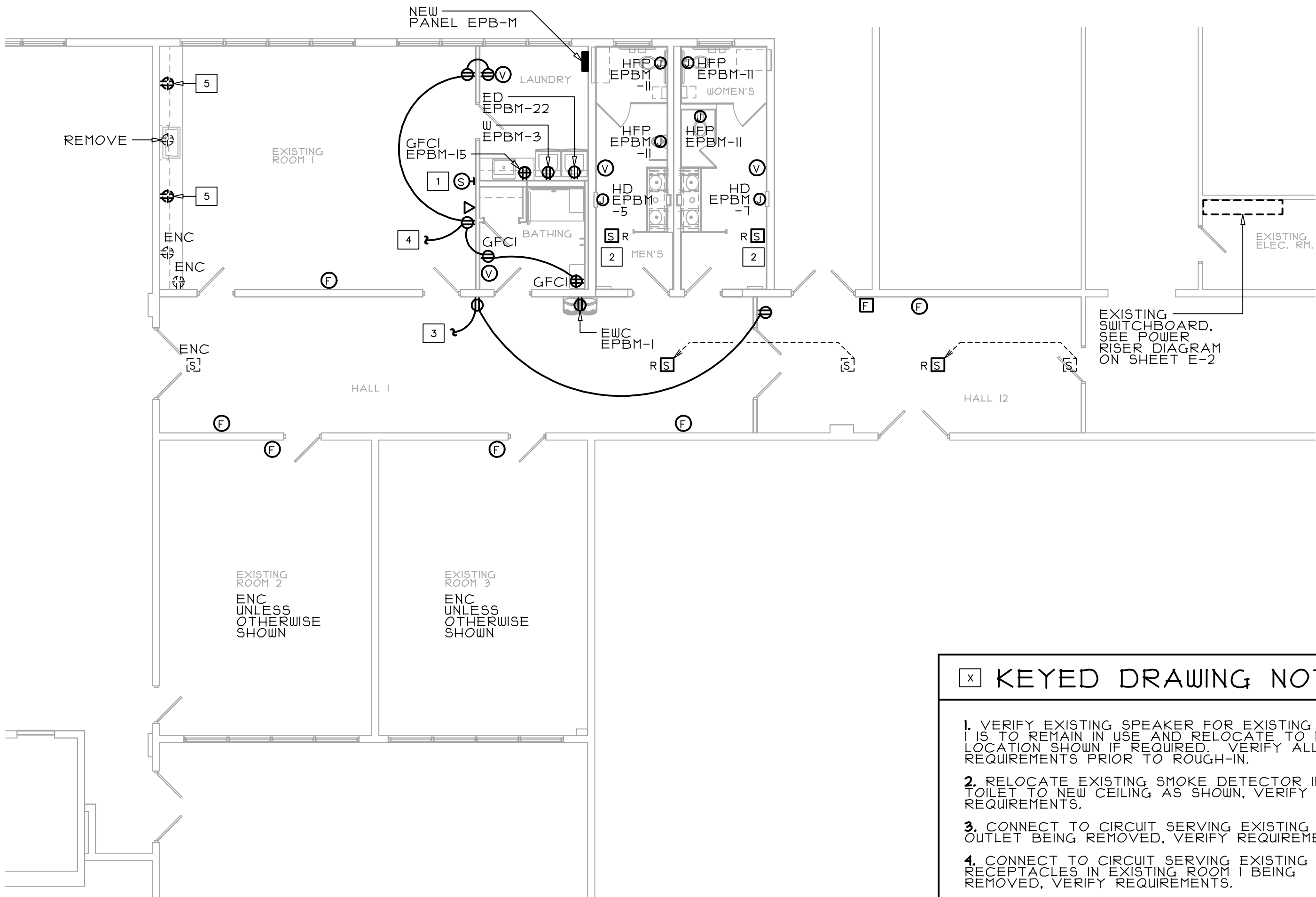
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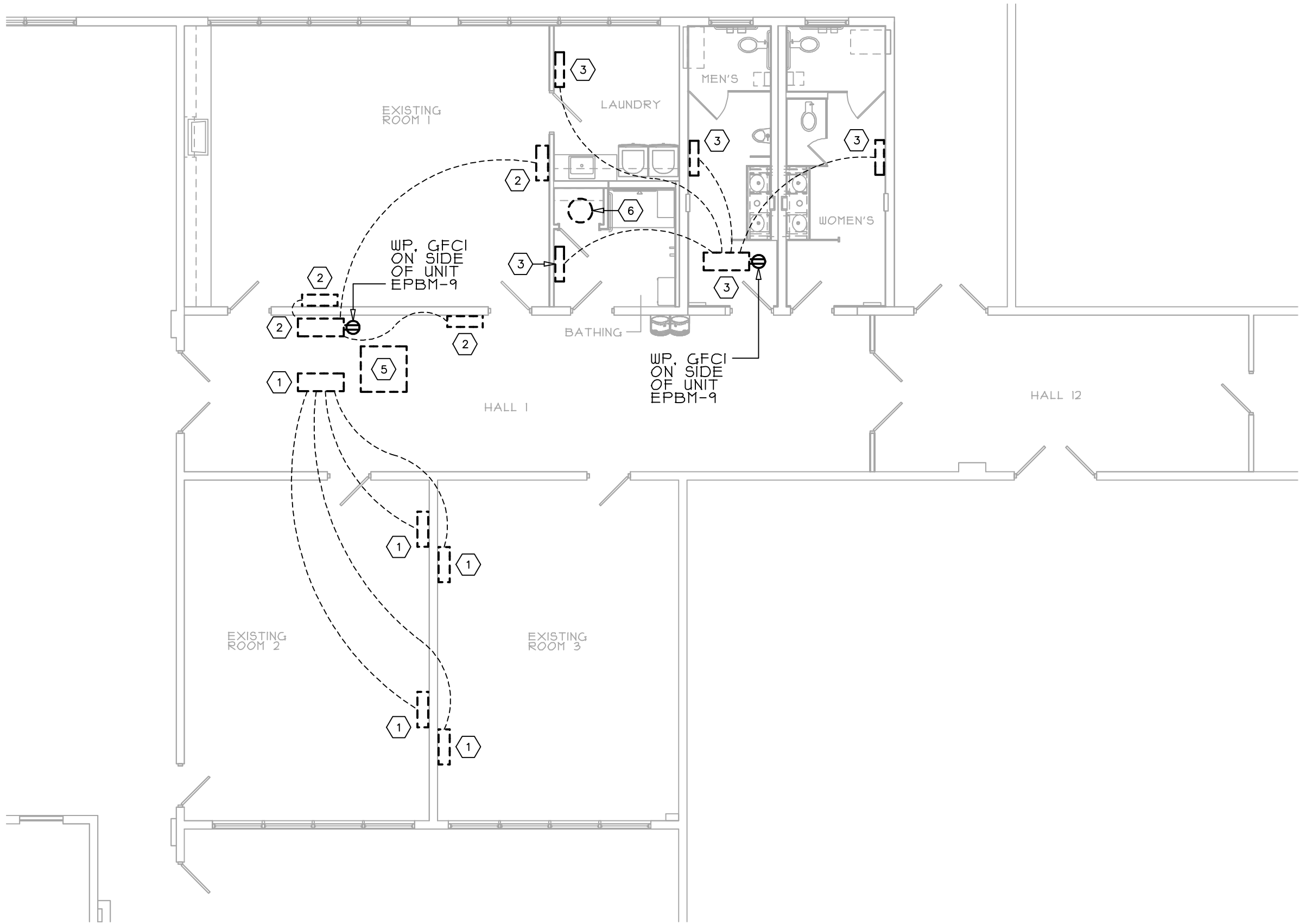
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FREDERICK ANDREAE ARCHITECTS
25 SOUTH ROYAL AVE. FRONT ROYAL VA 22630 TEL/FAX 540-635-5135
REVISIONS
DATE 01/78

MECHANICAL EQUIPMENT CONNECTION SCHEDULE										
ITEM	DESCRIPTION	VOLTS	PH	FLA	WIRE	GND.	MOCP	DISCONNECT	PNL. & CKT.	REMARKS
1	VRF/FC-1	208	1	29.0	2 #8	#10	50A	2P-60A-NFSS	EPBM-2	NEHA 3R NOTE 1
2	VRF/FC-2	208	1	28.8	2 #8	#10	50A	2P-60A-NFSS	EPBM-6	NEHA 3R NOTE 1
3	VRF/FC-3	208	1	29.0	2 #8	#10	50A	2P-60A-NFSS	EPBM-10	NEHA 3R NOTE 1
4	NOT USED									
5	ERV	208	1	1.4	2 #12	#12	15A	2P-30A-NFSS	EPBM-24	
6	WATER HEATER	208	1	21.6	2 #10	#10	30A	2P-30A-NFSS	EPBM-18	
SCHEDULE NOTES										
- VERIFY FINAL LOCATIONS, CONNECTIONS, ELECTRICAL CHARACTERISTICS, ETC. WITH FINAL EQUIPMENT SELECTIONS. CONTRACTOR IS RESPONSIBLE FOR CORRECTNESS OF ALL BREAKERS, WIRES, ETC.										
- VRF/FC = VARIABLE REFRIGERANT FLOW/FAN COIL UNIT, ERV = ENERGY RECOVERY UNIT.										
1. WIRE INDOOR UNIT THROUGH OUTDOOR UNIT PER MANUFACTURER'S REQUIREMENTS, COORDINATE WITH HVAC. PAINT ANY EXPOSED CONDUITS TO MATCH SURROUNDINGS.										

SYMBOLS LIST			
A-I		OUTLET FOR CEILING OR WALL MOUNTED FLUORESCENT OR LED LIGHTING FIXTURE WITH CIRCUIT NUMBER	
A-I		EXISTING OUTLET FOR CEILING OR WALL MOUNTED FLUORESCENT OR LED LIGHTING FIXTURE WITH CIRCUIT NUMBER	
A-I		RELOCATED OUTLET FOR CEILING OR WALL MOUNTED FLUORESCENT OR LED LIGHTING FIXTURE WITH CIRCUIT NUMBER	
A-I		OUTLET FOR CEILING OR WALL MOUNTED EXIT LIGHTING FIXTURE WITH BATTERY BACKUP WITH CIRCUIT NUMBER	
A-I		OUTLET FOR CEILING OR WALL MOUNTED EMERGENCY EGRESS LIGHTING FIXTURE WITH BATTERY BACKUP WITH CIRCUIT NUMBER	
		LIGHTING FIXTURE TYPE SEE SCHEDULE	
	S	SINGLE POLE WALL SWITCH AT 48" AFF TO TOP OF BOX	
	Se	EXISTING SINGLE POLE WALL SWITCH AT 48" AFF	
	S3	THREE-WAY WALL SWITCH AT 48" AFF TO TOP OF BOX	
	S3e	EXISTING THREE-WAY WALL SWITCH AT 48" AFF	
A-I		GENERAL PURPOSE DUPLEX RECEPTACLE AT 18" AFF TO BOTTOM OF BOX WITH CIRCUIT NUMBER	
		EXISTING GENERAL PURPOSE DUPLEX RECEPTACLE AT 18" AFF	
GFCI A-I		GROUND FAULT CIRCUIT INTERRUPTER AT 18" AFF TO BOTTOM OF BOX WITH CIRCUIT NUMBER	
GFCI A-I		GROUND FAULT CIRCUIT INTERRUPTER AT 48" AFF TO TOP OF BOX WITH CIRCUIT NUMBER	
EWC A-I		OUTLET FOR ELECTRIC WATER COOLER COORDINATE LOCATION WITH PLUMBING ROUGH-IN DRAWINGS. WITH CIRCUIT NUMBER	
A-I		OUTLET FOR CLOTHES WASHER HEIGHT TO SUIT APPLIANCE SERVED WITH CIRCUIT NUMBER	
A-I		250 VOLT DEVICE FOR ELECTRIC DRYER HEIGHT TO SUIT APPLIANCE SERVED WITH CIRCUIT NUMBER	
A-I		OUTLET FOR CONNECTION TO HAND DRYER HEIGHT TO SUIT APPLIANCE SERVED WITH CIRCUIT NUMBER	
HFP A-I		OUTLET FOR HANDS FREE PLUMBING FIXTURE, HEIGHT TO SUIT APPLIANCE SERVED, WITH CIRCUIT NUMBER	
		JUNCTION BOX AT 18" AFF TO BOTTOM OF BOX OR AT ASSOCIATED PIECE OF EQUIPMENT	
		OUTLET FOR LOW VOLTAGE CABLE (DATA, TELEPHONE OR TELEVISION) AT 18" AFF TO BOTTOM OF BOX WITH A 3/4" EC STUBBED INTO ACCESSIBLE CEILING SPACE	
		OUTLET FOR CEILING OR WALL MOUNTED SOUND SYSTEM SPEAKER WITH A 3/4" EC STUBBED INTO ACCESSIBLE CEILING SPACE	
		OUTLET FOR FIRE ALARM PULL STATION AT 48" AFF TO TOP OF BOX WITH A 3/4" EC STUBBED INTO ACCESSIBLE CEILING SPACE	
		OUTLET FOR AUDIO/VISUAL FIRE ALARM SIGNAL DEVICE AT 4-8" AFF. WITH A 3/4" EC STUBBED INTO ACCESSIBLE CEILING SPACE	
		OUTLET FOR VISUAL ONLY FIRE ALARM SIGNAL DEVICE AT 4-8" AFF. WITH A 3/4" EC STUBBED INTO ACCESSIBLE CEILING SPACE	
		EXISTING OUTLET FOR CEILING MOUNTED SMOKE DETECTOR	
		RELOCATED OUTLET FOR CEILING MOUNTED SMOKE DETECTOR	
		EXHAUST FAN (120V-1PH) FURNISHED AND INSTALLED BY HVAC WIRED BY ELECTRICAL	
		PANELBOARD	
	2	KEYED NOTE DESIGNATION	
	20	EQUIPMENT CONNECTION DESIGNATION SEE SCHEDULE	
		SWITCH LEG WIRING, 2 #12 - CROSS MARKS INDICATE NUMBER OF CONDUCTORS IF MORE THAN TWO	
		EXISTING SWITCH LEG WIRING	
	AFF	ABOVE FINISHED FLOOR	
	C/EC	CONDUIT/EMPTY CONDUIT	
	ENC	EXISTING, NO CHANGE	
	FSS/NFSS	FUSIBLE/NON-FUSIBLE SAFETY SWITCH	
	WP	WEATHERPROOF	

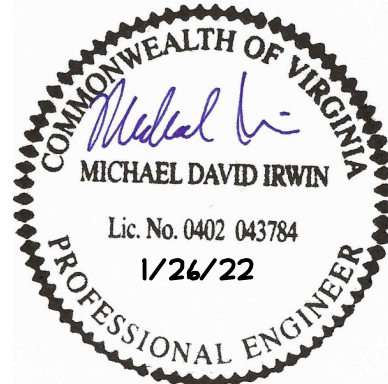


POWER PLAN
SCALE: 1/8" = 1'-0"



MECHANICAL EQUIPMENT PLAN
SCALE: 1/8" = 1'-0"

KEYED DRAWING NOTES
1. VERIFY EXISTING SPEAKER FOR EXISTING ROOM 1 IS TO REMAIN IN USE AND RELOCATE TO NEW LOCATION SHOWN IF REQUIRED. VERIFY ALL REQUIREMENTS PRIOR TO ROUGH-IN.
2. RELOCATE EXISTING SMOKE DETECTOR IN TOILET TO NEW CEILING AS SHOWN. VERIFY REQUIREMENTS.
3. CONNECT TO CIRCUIT SERVING EXISTING HALL OUTLET BEING REMOVED. VERIFY REQUIREMENTS.
4. CONNECT TO CIRCUIT SERVING EXISTING RECEPTACLES IN EXISTING ROOM 1 BEING REMOVED. VERIFY REQUIREMENTS.
5. REPLACE DEVICE AND COVERPLATE IN EXISTING RECEPTACLE WITH NEW GROUND FAULT CIRCUIT INTERRUPTER TYPE. RECONNECT TO EXISTING CIRCUIT SERVING RECEPTACLE. VERIFY ALL REQUIREMENTS.



MEI
Engineering, Inc.
Mechanical - Electrical - Industrial
Consultants

1592 CF Pours Drive
Harrisonburg, VA 22802
(540) 432-6272

MEIengineeringinc.com

JOB # 21088

DATE
01/26/22

REVISIONS

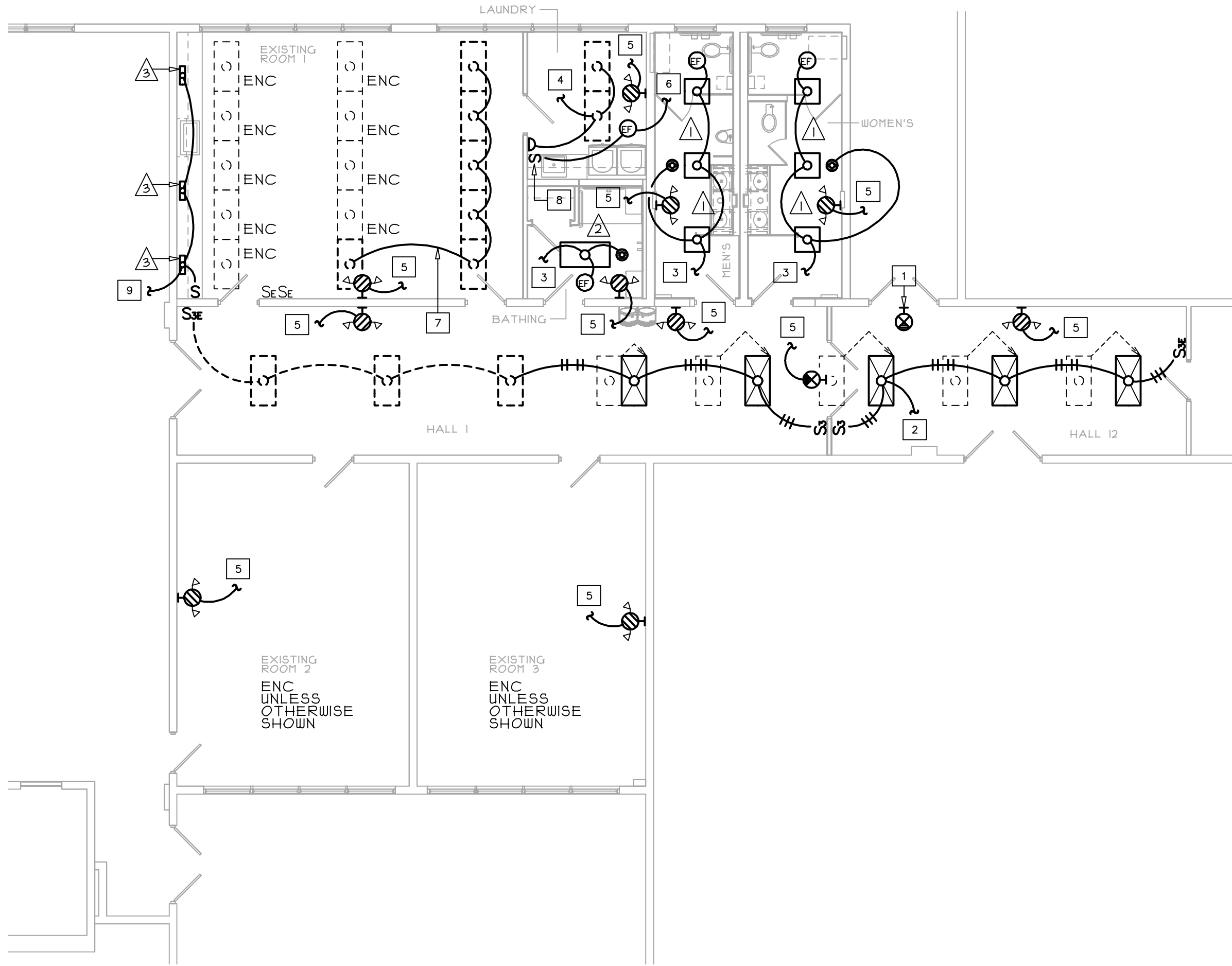
FREDERICK ANDREA ARCHITECTS
25 SOUTH ROYAL AVE. FRONT ROYAL, VA 22630 TEL/FAX 540-635-5135

WARREN CO SENIOR CENTER RESTROOM UP-GRADES
207 MOSBY LANE, FRONT ROYAL, VA 22630

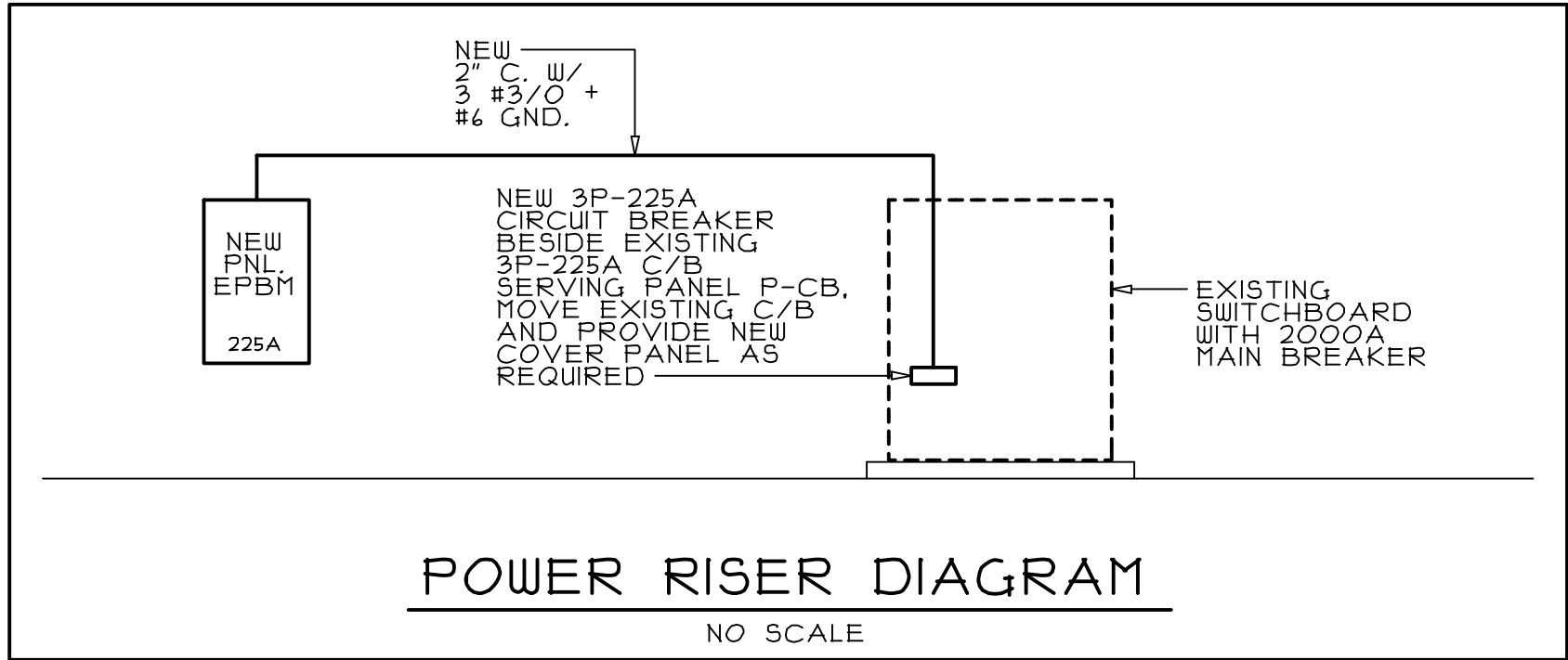
E-2
OF 3

LIGHTING FIXTURE SCHEDULE						
TYPE	MANUFACTURER/CATALOG NO.	LAMPS		WATTAGE	MOUNTING	REMARKS
		NO.	TYPE			
△	LITHONIA 2TL2-20L-RU-A12-EZI-LP835	2000	LUMEN LED	18.0	RECESSED	
△	LITHONIA 2TL4-40L-RU-A12-EZI-LP835	4000	LUMEN LED	32.0	RECESSED	
△	LITHONIA UCLD-18IN-30K-90CRI-SUR-WH	600	LUMEN LED	9.1	SURFACE	TIGHT TO UNDERSIDE OF CABINETS
⦿	LITHONIA LQM-S-W-3-R-120/211-ELN-SD	FURNISHED	W/FIXTURE	0.11	WALL ABOVE DOOR	
⦿	LITHONIA ELM&L-UVOL-T-LTP-SDRT	FURNISHED	W/FIXTURE	2.18	WALL 1'-0" AFF	1100 LUMEN OUTPUT
SCHEDULE NOTES						
- EQUIVALENT FIXTURES ACCEPTED BY ALTERNATE MANUFACTURERS: AXIS, BARRON LIGHTING GROUP, CREE.						
- ALL FIXTURES SPECIFIED HAVE AN INTERGRATED LED ARRAY.						

LIGHTING FIXTURE CONTROLS SYMBOLS LIST	
⦿	PASSIVE INFRARED DUAL TECHNOLOGY MICROPHONIC LINE VOLTAGE CEILING MOUNT SENSOR, EXTENDED RANGE TYPE
⦿	PASSIVE INFRARED DUAL TECHNOLOGY MICROPHONIC LINE VOLTAGE WALL MOUNT SENSOR, AT 48" AFF TO TOP OF BOX, MANUAL "ON" AUTOMATIC "OFF"
AFF	ABOVE FINISHED FLOOR
LIST NOTES	
1. ACCEPTABLE MANUFACTURERS SHALL BE DOUGLAS, LEVITON AND SENSOR SWITCH.	
2. ALL COMPONENTS AND WIRING SHALL BE AS RECOMMENDED BY THE MANUFACTURER.	
3. ADJUST SENSITIVITY, OVERRIDE SWITCHES (WHERE APPLICABLE) AND TIME DELAYS TO THE SATISFACTION OF THE OWNER.	

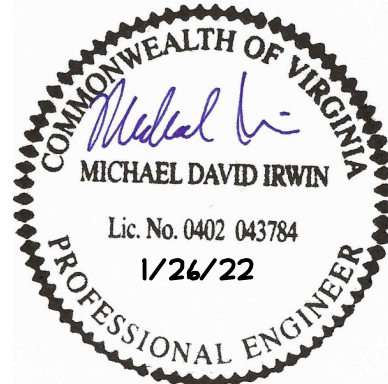


LIGHTING PLAN
SCALE: 1/8" = 1'-0"



NEW PANEL EPBM														
VOLTS: 120/208				PHASE: 3				WIRES: 4				MOUNTING: SURFACE		
AMPS: 225				MAIN: LUGS ONLY										
BRKR		DESCRIPTION	CIRCUIT			PHASE LOAD			CIRCUIT			DESCRIPTION	BRKR	
P	A		AMPS	DEMAND	NO.	A	B	C	NO.	DEMAND	AMPS		A	P
1	20	EWG (1)	8.0	100%	1	37.0			2	100%	29.0	VRF/FC-1	50	2
1	20	CLOTHES WASHER (1)	10.0	100%	3		39.0		4	100%	29.0	--	--	--
1	20	HAND DRYER (2)	12.2	100%	5			41.0	6	100%	28.8	VRF/FC-2	50	2
1	20	HAND DRYER (2)	12.2	100%	7	41.0			8	100%	28.8	--	--	--
1	20	ROOF RECEPTACLES	3.0	100%	9		32.0		10	100%	29.0	VRF/FC-3	50	2
1	20	HANDS FREE DEVICES (1)	6.0	100%	11			35.0	12	100%	29.0	--	--	--
1	20	SPARE	0.0	100%	13	0.0			14	100%	0.0	SPARE	50	2
1	20	LAUNDRY COUNTER	1.5	100%	15		1.5		16	100%	0.0	--	--	--
1	20	SPARE	0.0	100%	17			27.0	18	125%	21.6	WATER HEATER	30	2
1	20	SPARE	0.0	100%	19	27.0			20	125%	21.6	--	--	--
1	20	SPARE	0.0	100%	21		24.0		22	100%	24.0	CLOTHES DRYER	30	2
1	20	SPARE	0.0	100%	23			24.0	24	100%	24.0	--	--	--
1	20	SPARE	0.0	100%	25	1.6			26	100%	1.6	ERV	15	2
1	20	SPARE	0.0	100%	27		1.6		28	100%	1.6	--	--	--
1	20	SPARE	0.0	100%	29			0.0	30	100%	0.0	SPARE	20	1
1	--	PROVISION	0.0	100%	31	0.0			32	100%	0.0	PROVISION	--	1
1	--	PROVISION	0.0	100%	33		0.0		34	100%	0.0	PROVISION	--	1
1	--	PROVISION	0.0	100%	35			0.0	36	100%	0.0	PROVISION	--	1
1	--	PROVISION	0.0	100%	37	0.0			38	100%	0.0	PROVISION	--	1
1	--	PROVISION	0.0	100%	39		0.0		40	100%	0.0	PROVISION	--	1
1	--	PROVISION	0.0	100%	41			0.0	42	100%	0.0	PROVISION	--	1
						106.6	98.1	127.0						
SQUARE D NO OR EQUAL SEE SPEC. NOTES														
(1) - GFI CIRCUIT BREAKER (2) - CIRCUIT BREAKER WITH HANDLE LOCK														

- KEYED DRAWING NOTES**
- REMOVE EXISTING EXIT LIGHT ABOVE DOOR AND INSTALL NEW AS SHOWN, CONNECT TO CIRCUIT SERVING EXISTING EXIT LIGHT BEING REMOVED. VERIFY ALL REQUIREMENTS.
 - CONNECT RELOCATED 2 x 4 TROFFERS IN HALL 2 TO CIRCUIT SERVING EXISTING AND RELOCATED TROFFERS IN HALL 1. VERIFY REQUIREMENTS.
 - CONNECT NEW LIGHT(S) TO CIRCUIT SERVING EXISTING LIGHTS IN AREA BEING REMOVED. VERIFY REQUIREMENTS. NEW CIRCUIT LOAD IS LESS THAN EXISTING.
 - REMOVE EXISTING LIGHTS IN LAUNDRY ROOM FROM EXISTING SWITCH CIRCUIT AND WIRE TO NEW CONTROL AS SHOWN. RE-CONNECT LIGHTS TO CIRCUIT PRESENTLY SERVING FIXTURES. VERIFY ALL REQUIREMENTS.
 - CONNECT NEW EXIT OR EMERGENCY LIGHT TO CIRCUIT SERVING EXISTING LIGHTS IN AREA AHEAD OF ANY LOCAL SWITCHING. VERIFY REQUIREMENTS.
 - CONNECT NEW EXHAUST FAN TO CIRCUIT SERVING EXISTING LIGHTS IN AREA BEING REMOVED. VERIFY REQUIREMENTS. A NEW CIRCUIT LOAD IS LESS THAN EXISTING.
 - EXTEND SWITCH CIRCUIT SERVING EXISTING LIGHTS IN ROOM TO EXISTING FIXTURES AS SHOWN. VERIFY REQUIREMENTS.
 - LABEL SWITCH "FOR EXHAUST FAN".
 - CONNECT NEW LIGHTS TO CIRCUIT SERVING EXISTING LIGHTS IN AREA. VERIFY REQUIREMENTS. NEW CIRCUIT LOAD IS LESS THAN EXISTING.



MEI Engineering, Inc.
Mechanical - Electrical - Industrial Consultants

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Harrisonburg, VA 22802
(540) 432-6272

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JOB # 21088



COMcheck Software Version 4.1.5.2

Interior Lighting Compliance Certificate

Project Information

Energy Code: 2018 IECC
Project Title: Warren County Senior Center Restroom Upgrades
Project Type: New Construction

Construction Site: 207 Mosby Lane, Front Royal, VA 22630
Owner/Agent:
Designer/Contractor: R.B. Propst, MEI Engineering, Inc., 1592 CF Pours Drive, Harrisonburg, VA 22802, 540-432-6272

Additional Efficiency Package(s)

Credits: 1.0 Required 1.0 Proposed
Reduced Lighting Power, 1.0 credit

Allowed Interior Lighting Power

A Area Category	B Floor Area (ft2)	C Allowed Watts / ft2	D Allowed Watts (B X C)
1-School/University	2327	0.73	1696
Total Allowed Watts = 1696			

Proposed Interior Lighting Power

A Fixture ID : Description / Lamp / Wattage Per Lamp / Ballast	B Lamps/ Fixture	C # of Fixtures	D Fixture Watt.	E (C X D)
1-School/University				
LED 1: Type 1: 2 x 2: LED Other Fixture Unit 25W:	1	6	18	108
LED 2: Type 2: 2 x 4: LED Other Fixture Unit 36W:	1	1	32	32
LED 3: Type 3: Undercabinet Light: LED Other Fixture Unit 13W:	1	3	10	29
Linear Fluorescent 1: Existing 2 x 4: 48" T8 32W: Electronic:	2	25	57	1425
Total Proposed Watts = 1594				

Interior Lighting PASSES: Design 6% better than code

Interior Lighting Compliance Statement

Compliance Statement: The proposed interior lighting design represented in this document is consistent with the building plans, specifications, and other calculations submitted with this permit application. The proposed interior lighting systems have been designed to meet the 2018 IECC requirements in COMcheck Version 4.1.5.2 and to comply with any applicable mandatory requirements listed in the Inspection Checklist.

R.B. PROPST

Name - Title

R.B. Propst

Signature

1-25-22

Date

Project Title: Warren County Senior Center Restroom Upgrades
Data filename: M:\Current\2021\21088\21088 Litg.cck

Report date: 01/25/22
Page 1 of 6



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE July 19, 2022	ITEM J-14	SUBJECT: Cooperative Contract Award: Six E911 (Dispatch) Console Replacements	PAGE 1 OF
<u>EXPLANATION & SUMMARY:</u> The Finance and Purchasing Department received a request from the Sheriff's office to review a cooperative contract through HGACBuy Contract #: EC07-20 911 Equipment & Emergency Notification Software and Services for the purchase of six E911 dispatch condole replacements. Section 2.2-4604 of the Virginia Public Procurement Act authorizes the County to cooperatively contract through a solicitation issued by HGACBuy on behalf of other public entities. HGACBuy competitively solicits goods and services which the County can procure directly from the awarded vendor. Contract EC07-20 was awarded to the Russ Bassett Corporation and was the same contract and consoles the Front Royal Police Department used in the procurement of its dispatch consoles during construction. Sheriff Butler has provided justification for this purchase, a quote from Russ Bassett Corporation, and the Console Design. Purchasing has reviewed the cooperative contract and quote and recommends the Board approve the purchase of six (6) dispatch consoles for \$143,113.70 per the enclosed quote. Upon issuance of a purchase order and acceptance of order, Russ Bassett will deliver and install 6 dispatch consoles within 10-12 weeks. <u>COST & FINANCING:</u> Funding for this purchase in the amount of \$143,113.70 for the 6 consoles and an estimated \$5,000.00 for additional equipment is available in the FY23 budget line item 4-60-31020-7002 E911 Console Replacement. <u>PROPOSED OR SUGGESTED MOTION:</u> I move the Board of Supervisors approve the cooperative contract award to Russ Bassett Corporation for One Hundred Forty Three Thousand One Hundred Thirteen Dollars and Seventy Cents to replace six dispatch consoles at the E911 on behalf of Warren County. I further move the Board authorize the Chair and County Administrator, either of whom may act, to execute all necessary documents that have been approved by the County Attorney or the Assistant County Attorney. OR I move that the Board of Supervisors table this request for further discussion.			
SUBMITTED BY: Alisa Scott, Deputy Finance Director	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)		PROCESSED BY:



WARREN COUNTY SHERIFF'S OFFICE

200 Skyline Vista Drive, Front Royal, Virginia 22630
(540) 635-4128 (540) 636-4950 (Fax)

www.warrencountysheriff.org

Mark A. Butler, Sheriff

To: Alisa Scott, Deputy Finance Director

From: Mark Butler, Sheriff 

Date: July 12, 2022

Ref: New Dispatch Consoles for the Communications Center

The E-911 Communications Center is requesting to purchase new dispatch consoles. The current consoles are original to the Public Safety Building and are no longer able to suit the needs of the center. They have compartment doors missing, pieces falling off, the dual lift component continue to fail. These consoles are no longer being manufactured, and we have not been able to service them.

The dispatch consoles that we have approved to purchase are predominantly made of steel and come with a ten-year warranty. They offer back lighting to help with eye strain, as well as dual lift for a sit/stand option. We have spent approximately one year obtaining specifications, prices, etc. to fit our requirements.

The cost for the same is:

\$143,113.70 for the Consoles

\$5,000 approximately for new monitors, keyboards, mice, and other miscellaneous items required to complete the project.

Quotation



Russ Bassett Corporation

8189 Byron Road Whittier, CA 90606

Tel: 800.350.2445 Fax: 562.698.8972

www.russbassett.com

PROJECT #:	DC-23150-01	Option: 1
REVISION:	B	
PROJECT NAME:	Warren County Sheriff's Office	

QUOTE DATE:	7/8/2022	SALES EXECUTIVE:	Jeff Nelson
EXPIRATION DATE:	8/22/2022	ADDRESS:	23417 Chandler Ct. Hollywood, MD 20636
CUSTOMER:	Warren County Sheriff's Office	PHONE:	(757) 513-4770
CONTACT:	Ashley Woodall	EMAIL:	jnelson@russbassett.com
ADDRESS:	200 Skyline Vista Dr. Front Royal, VA 22630		
PHONE:	540-635-4128		
EMAIL:	awoodall@warrencountysheriff.org		

QTY	PART NUMBER	DESCRIPTION	HGACBuy PRICE	EXTENDED
AREA: 1			AREA 1 TOTAL:	\$ 108,863.70
6	FSA-CS-84	Flex Sit-Stand, 90° Corner, 84W, Single Lift, Adj. Array	\$ 5,129.30	\$ 30,775.80
6	FCF-42-T-SSF	Flex Sit-Stand Corner Filler, 42H, Tech Storage, Fabric	\$ 660.55	\$ 3,963.30
2	FSW-07-1842-EMT-SWN	Flex Wall, 07D, 18L x 42H, Empty Side A, Slatwall Side B	\$ 406.45	\$ 812.90
2	FSW-07-1842-SWN-SWN	Flex Wall, 07D, 18L x 42H, Slatwall Side A, Slatwall Side B	\$ 571.45	\$ 1,142.90
10	FSW-07-3042-EMT-EMT	Flex Wall, 07D, 30L x 42H, Empty Side A, Empty Side B	\$ 267.85	\$ 2,678.50
2	FSW-07-3642-EMT-SWN	Flex Wall, 07D, 36L x 42H, Empty Side A, Slatwall Side B	\$ 446.05	\$ 892.10
8	FSW-07-5442-EMT-SSF	Flex Wall, 07D, 54L x 42H, Empty Side A, Sit-Stand Fabric Side B	\$ 505.45	\$ 4,043.60
2	FSW-07-5442-SSF-SSF	Flex Wall, 07D, 54L x 42H, Sit-Stand Fabric Side A, Sit-Stand Fabric Side B	\$ 690.25	\$ 1,380.50
6	FTC-0706-SL-S	Flex Top Cap, 7D x 6W, Status Indicator Light Pole Receiver, Square	\$ 198.55	\$ 1,191.30
4	FTC-0718-S-S	Flex Top Cap, 7D x 18W, Solid, Square	\$ 125.95	\$ 503.80
2	FTC-0736-S-S	Flex Top Cap, 7D x 36W, Solid, Square	\$ 145.75	\$ 291.50
6	FTC-0778-S-S	Flex Top Cap, 7D x 78W, Solid, Square	\$ 192.50	\$ 1,155.00
4	FTC-0784-S-S	Flex Top Cap, 7D x 84W, Solid, Square	\$ 199.10	\$ 796.40
2	FBP-1842-SPS	Flex Back Panel, 18W x 42H, Solid, Powder, Square	\$ 207.90	\$ 415.80
5	FBP-3042-SPS	Flex Back Panel, 30W x 42H, Solid, Powder, Square	\$ 221.10	\$ 1,105.50
1	FBP-3642-SPS	Flex Back Panel, 36W x 42H, Solid, Powder, Square	\$ 227.70	\$ 227.70
5	FBP-5442-SPS	Flex Back Panel, 54W x 42H, Solid, Powder, Square	\$ 247.50	\$ 1,237.50
2	FCC-07L-9042-EPS	Flex Corner Connector, 7D, 90° L-Type, 42H, Exterior, Powder, Square	\$ 304.15	\$ 608.30
2	FCC-07T-9042-EPS	Flex Corner Connector, 7D, 90° T-Type, 42H, Exterior, Powder, Square	\$ 303.60	\$ 607.20
2	FWS-FPE-3696-S	Work Surface, Peninsula, 36D x 96L, Strata	\$ 930.05	\$ 1,860.10
6	FWS-FRE-3618-W	Work Surface, Rectangle, 36D x 18L	\$ 413.05	\$ 2,478.30
6	FWS-SCA-3684-N-W	Work Surface, 90° Corner Sit-Stand, Single Lift Array, 36D x 84L	\$ 1,075.25	\$ 6,451.50
12	FTP-18-N	Under Surface Tech Pod, 18"W	\$ 286.55	\$ 3,438.60
1	FEC-AAN-0742-L-L	Flex Left End Cap, Array Sit-Stand, 7" Wall, 42"H, Lam	\$ 413.05	\$ 413.05
1	FEC-AAN-0742-R-L	Flex Right End Cap, Array Sit-Stand, 7" Wall, 42"H, Lam	\$ 413.05	\$ 413.05
4	FEC-FH-0742-L	Flex End Cap, Fixed Height, 7" Wall, 42"H, Lam	\$ 264.00	\$ 1,056.00
2	FPL-RR-36-US	36"W Rotating Resource, Under Surface	\$ 2,506.35	\$ 5,012.70
2	FPO-3636	Flex Open Storage Pedestal, 36D x 36W	\$ 350.90	\$ 701.80
3	FPP-3618-BCL-L-N	Flex Drawer Pedestal, 36D x 18W, Box/Closed, Left Swing, Lam Faces, No Lk	\$ 399.30	\$ 1,197.90
3	FPP-3618-BCR-L-N	Flex Drawer Pedestal, 36D x 18W, Box/Closed, Right Swing, Lam Faces, No Lk	\$ 399.30	\$ 1,197.90

Quotation

PROJECT #:	DC-23150-01	Option: 1
REVISION:	B	
PROJECT NAME:	Warren County Sheriff's Office	

russebassett
 Russ Bassett Corporation
 8189 Byron Road Whittier, CA 90606
 Tel: 800.350.2445 Fax: 562.698.8972
 www.russebassett.com

QTY	PART NUMBER	DESCRIPTION	HGACBuy PRICE	EXTENDED
6	WAC-DTB-14	14 Port Data Termination Bracket, Universal	\$ 79.75	\$ 478.50
6	WAC-IV-RMK-2	2U Internal Vertical Rack Kit	\$ 99.55	\$ 597.30
6	WAC-SL-CNCT-KT	Status Indicator Light Connection Kit with Power Supply	\$ 165.55	\$ 993.30
6	WAC-SLT-5-36	Pole Mount Situation Awareness Light, 5-Lens, 36"H Pole	\$ 560.45	\$ 3,362.70
6	DAC-AMB-PWR	Ambient Light Power Supply W/ Splitter	\$ 53.35	\$ 320.10
6	DAC-AMB-SW-12	Ambient Light, Slatwall, 12", Blue	\$ 99.55	\$ 597.30
6	DAC-AMB-SW-72	Ambient Light, Slatwall, 72", Blue	\$ 264.00	\$ 1,584.00
24	DAC-CO-USB	USB-A 3.0 Keystone - Coupler (Includes 15' Extension)	\$ 40.15	\$ 963.60
18	DAC-DASH-BLANK	Dash Plate, Blank	\$ 30.25	\$ 544.50
6	DAC-DASH-CHRG-AC	Dash Plate, Device Charging, USB A-C	\$ 156.75	\$ 940.50
6	DAC-DASH-DIMMER	Dash Plate, Ambient Dimmer	\$ 90.75	\$ 544.50
6	DAC-DASH-LIGHT	Dash Plate, Gooseneck Light	\$ 195.80	\$ 1,174.80
6	DAC-DASH-USB-X2	Dash Plate, 2 USB Keystones W/ Cables	\$ 111.65	\$ 669.90
12	DAC-MM-01-SW-PM	Monitor Mount, Slatwall, Pole Mount	\$ 346.50	\$ 4,158.00
6	DAC-MM-LG-200	Monitor Mount, Large Screen, 200MM VESA	\$ 330.55	\$ 1,983.30
6	DAC-PCS-FLX-A	Flex Personal Comfort System, Heat & Air, Array Console	\$ 1,434.95	\$ 8,609.70
6	DAC-SL-CIS	Status Indicator Light - Custom Interchangeable Sign	\$ 116.05	\$ 696.30
2	DAC-SW-DBL-KBTACO	Double Slatwall Keyboard Holder	\$ 109.45	\$ 218.90
18	DAC-SW-MICROPC	Slatwall Micro PC Mount	\$ 132.00	\$ 2,376.00

HGACBuy Contract #: EC07-20 (911 Equipment & Emergency Notification Software and Services).
 Prices shown herein are Net (discount applied) unless otherwise noted. Effective Dates 7/1/2020 - 6/30/23.

Product Total: \$ 108,863.70
Price does not include applicable sales tax
 Delivery Services: \$ 12,750.00
 Russ Bassett Installation Services: \$ 19,000.00
 Teardown and Disposal of Existing: \$ 2,500.00
Total Due \$ 143,113.70

Quotation

PROJECT #:	DC-23150-01	Option: 1
REVISION:	B	
PROJECT NAME:	Warren County Sheriff's Office	

 Russ Bassett Corporation
8189 Byron Road Whittier, CA 90606
Tel: 800.350.2445 Fax: 562.698.8972
www.russbassett.com

Drawings

Any drawing submitted to the Client under this Quotation must be signed-off as "approved for manufacture" and returned with applicable purchase order.
Drawing REVISION level must match Quote REVISION level.

Delivery & Installation

A signed, completed delivery and installation checklist and purchase order is required to prevent any issues at time of delivery and installation.
Any unique requirements encountered at time of delivery and installation not covered on the installation checklist will be invoiced at cost in addition to the charges quoted herein.

Russ Bassett ships your products using our "Safe Ship" program. The program simply states that we guarantee your products will arrive damage free anywhere in the 48 contiguous United States. If damage should occur, notify customer service and Russ Bassett will rush a replacement part or unit and pick up the damaged product.

Due to the custom nature of our products, Russ Bassett recommends using only Certified Russ Bassett Installers.

Purchase Order

Send to: Russ Bassett Corporation
Attn: Customer Service
8189 Byron Road
Whittier, CA 90606

Fax to: (562) 698-8972

Purchase orders must include the following information to process with Russ Bassett:
Sold to, Ship to, Order Date, Requested Delivery/Install Date, PO Number, Quantity, Full Model Numbers & Total.

All purchase orders must also accompany the following documents to be considered a complete order:
Signed drawing noting console and work surface colors and/or cabinet color, signed quotation, & installation checklist.

Quote is Valid for 90 days from date of issue; and, may only be extended in writing by Russ Bassett.

Payment Terms

50% due 30 days after product shipment
30% due 30 days after substantial installation completion
20% due after final sign-off

Lead-time

For the products covered under this proposal is ten (10) to twelve (12) weeks AAO (After Acceptance of Order).
Incomplete Purchase Orders may delay the ship date; actual date will be confirmed on written Order Acknowledgment.

Quotation

PROJECT #:	DC-23150-01	Option: 1
REVISION:	B	
PROJECT NAME:	Warren County Sheriff's Office	


Russ Bassett Corporation
8189 Byron Road Whittier, CA 90606
Tel: 800.350.2445 Fax: 562.698.8972
www.russbassett.com

Warranty

Russ Bassett warrants, to the original Buyer, that all products will be free from defects in material and workmanship for 10 full years. In mission critical, 24/7/365 environments, quickly resolving a product issue is of top priority for both the Buyer and Russ Bassett. Prompt execution of this warranty requires cooperation. With guidance from Russ Bassett, Buyer agrees to perform basic troubleshooting tasks to determine the nature of the defect and to self-correct before on-site assistance can be provided.

For simple replacements, the part will be quickly shipped directly to Buyer. If the problem requires on-site assistance, Russ Bassett will come out during normal work hours to resolve the issue. If the defect is found to have resulted from circumstances outside of the warranty coverage, and/or Buyer imposes conditions or restrictions that increases the service cost, Buyer agrees to reimburse Russ Bassett for any resulting additional expense. Buyer also agrees to properly dispose of the old parts and packing material.

The few circumstances where this warranty against defects would not apply include normal wear and tear, damage, misuse, modifications, consumable items or product shipped outside the U.S.

Repairs, substitute products or replacements, of equal or higher value, used to resolve a warranty claim will in no way extend the applicable warranty period applied to the original product. Product repair or replacement is Buyer's exclusive remedy for all product defects covered under this non-transferable warranty. Russ Bassett makes no other express or implied warranties to any product except as stated above and makes no warranty of Russ Bassett product fitness except for use as standard console furniture.

Change Order & Cancellation Policy

Changes to an order, once it has been processed, can be very disruptive and costly. Once an order has been started in manufacturing, usually within 4 weeks of the scheduled ship date, it is not possible to make changes.

Any requests for changes to the design or scope of work shall be made in writing. RBC will notify Buyer if it is possible to accommodate the change requests. If there is still time to accommodate the change requests, RBC will provide a quotation covering the cost and lead-time impact of the change. If these impacts are acceptable to Buyer, RBC will produce changed drawings for review and approval. No change will be made without sign-off of the updated quote and drawing by Buyer.

Any cancellation requests must be submitted in writing and approved by an officer of Russ Bassett. Upon acceptance of canceled order, a cancellation charge of 25% of the contract amount will be incurred over and above the cost of materials produced or in production, labor or other services performed, freight, taxes and any other out of pocket expenses also incurred by Russ Bassett.

Buyer's Delay

Russ Bassett only builds products to order, based on bonified purchase orders and deploys manufacturing resources necessary to meet scheduled delivery requirements outlined in the order. The company realizes projects get delayed. Upon request, Russ Bassett may provide storage for the first 30 days from the original ship date at no cost. In extreme cases, the Russ Bassett Sales Executive may request the President to approve extending the grace period for an additional 30 days.

In all cases, unless approved by the President, the customer is to be invoiced for the full product total on the original ship date.

Storage fees are outlined below:

Storage after 30 days will only be approved, provided 90% of the initial invoice has been paid, allowing 10% hold-back till final project acceptance. Storage fees will be invoiced monthly and must be paid promptly to keep benefits intact.

Storage period	Fees ☐
Up to 30 day delay	No cost as a courtesy
31 to 90-day delay	1% of product total per month
91 to 150-day delay	2% of product total per month
151 to 180-day delay	4% of product total per month

Storage is not offered after 180 days.

Storage arrangements may be canceled at any time for non-payment.

The customer may choose to arrange their own storage. In that case, claims for product damage will become the responsibility of the customer and their storage agent.

Acceptance Signature

_____ Authorized Signature	_____ Print Name of Authorized Signature	_____ Print Title
_____ Print Company Name	_____ P.O. Number	_____ Date of Authorization

CUSTOMER

CUSTOMER:
WARREN COUNTY SHERIFF'S
OFFICE

PROJECT ADDRESS:
200 SKYLINE VISTA DR.,
FRONT ROYAL, VA 22630

PROJECT

PROJECT NAME:
911 COMMUNICATIONS CENTER

PROJECT INITIATION DATE:
10/25/21

CONSOLE TYPE:
FLEX

NUMBER OF POSITIONS:
6

SCALE:
NTS

SALES EXECUTIVE
JEFF NELSON

DESIGNER
LUIS CARDOZO

SHEET INDEX

NO.	SHEET NAME
1	3D VIEW 1
2	3D VIEW 2
3	PLAN VIEW
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REVISIONS

REV	DATE	DESCRIPTION	BY
A	10/25/21	2D & 3D PRELIMINARY DRAWINGS	LC
B	07/06/22	UPDATE TO 2022 CONSOLES, ADD RR	ND

SHEET DESCRIPTION

3D VIEW 1

DRAWING #	OPTION	REV.	SHEET
DC-23150-01	1	B	1/3

CUSTOMER

CUSTOMER:
WARREN COUNTY SHERIFF'S
OFFICE

PROJECT ADDRESS:
200 SKYLINE VISTA DR.,
FRONT ROYAL, VA 22630

PROJECT

PROJECT NAME:
911 COMMUNICATIONS CENTER

PROJECT INITIATION DATE:
10/25/21

CONSOLE TYPE: FLEX NUMBER OF POSITIONS: 6

SCALE:
NTS

SALES EXECUTIVE
JEFF NELSON

DESIGNER
LUIS CARDOZO

SHEET INDEX

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REVISIONS

REV	DATE	DESCRIPTION	BY
A	10/25/21	2D & 3D PRELIMINARY DRAWINGS	LC
B	07/06/22	UPDATE TO 2022 CONSOLES, ADD RR	ND

SHEET DESCRIPTION
3D VIEW 2

DRAWING #	OPTION	REV.	SHEET
DC-23150-01	1	B	2/3

CUSTOMER

CUSTOMER:
WARREN COUNTY SHERIFF'S
OFFICE

PROJECT ADDRESS:
200 SKYLINE VISTA DR.,
FRONT ROYAL, VA 22630

PROJECT

PROJECT NAME:
911 COMMUNICATIONS CENTER

PROJECT INITIATION DATE:
10/25/21

CONSOLE TYPE:
FLEX

NUMBER OF POSITIONS:
6

SCALE:
1" = 1' - 0"

SALES EXECUTIVE
JEFF NELSON

DESIGNER
LUIS CARDOZO

SHEET INDEX

NO.	SHEET NAME
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REVISIONS

REV	DATE	DESCRIPTION	BY
A	10/25/21	2D & 3D PRELIMINARY DRAWINGS	LC
B	07/06/22	UPDATE TO 2022 CONSOLES, ADD RR	ND

SHEET DESCRIPTION
PLAN VIEW

DRAWING #	OPTION	REV.	SHEET
DC-23150-01	1	B	3/3

Motion to be Made Going into Closed Meeting

I move the Board enter into a closed meeting under the provisions of Section 2.2-3711(A)(1) of the Virginia Freedom of Information Act for the discussion or consideration of the assignment, appointment, promotion, performance, demotion, salaries, or resignation of a specific public officer of the public body, specifically in regard to the Front Royal-Warren County Joint Tow Board.

I also move the Board enter into a closed meeting under the provisions of Section 2.2-3711(A)(3) of the Virginia Freedom of Information Act for discussion or consideration of the disposition of publicly held real property where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, such real property being located in the North River Magisterial District outside the limits of the Town of Front Royal.

- - -

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)(1) and (A)(3) 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.