



AGENDA

Board of Supervisors Meeting

7:00 PM

December 10, 2024

6:00 PM - Closed Session

- A. Sections 2.2-3711(A)(7) and (A)(8)

7:00 PM - Moment of Silence - Opening with Prayer

- B. Call to Order and Pledge of Allegiance of the United States of America
- C. Adoption of Agenda – Additions or Deletions
- D. Public Comment Period (60 Minute Time Limit)
- E. Reports – Board Members, County Administrator, County Attorney
- F. Approval of Accounts
- G. Approval of Minutes - November 19th 2024

7:30 PM - Public Hearings

- H. Public Hearing - Ordinance Abolishing the County Finance Board
 - 1. Resolution Respectfully Directing the County Treasurer to Invest in funds in accordance with Guidelines issued by the State Treasurer and Requesting Reports regarding County Funds.
- I. Public Hearing - Lease Agreement with Warren County Sunfish - Dana Winner, Office Manager, Tiffany Walker, Director
- J. Public Hearing - Ordinance Adding Chapter 7 for the formation of a Warren County Library Board

NEW BUSINESS

- K. Consent Agenda
 - 1. Contract Renewal - LaBella Associates for Engineering Services - Alisa Scott, Finance Director
 - 2. 2025 Board of Supervisors Legislative Initiatives - Edwin Daley, County Administrator
 - 3. Citizen Re-Appointment - Walter Mabe to the Warren County Social Services Advisory Board, Shenandoah District -
 - 4. Fire and Rescue Cancer Protections - Secondary Sets of PPE Initiative - Gerry Maiatico, Assistant Fire Chief
 - 5. Fire and Rescue EMS Physician - Operational Medical Director - Gerry Maiatico, Assistant Fire Chief

6. Contract Renewal - H B Henry Construction, LLC - Mike Berry, Public Works Director
7. **Authorization to Advertise for Public Hearing CUP2024-11-01 - Amber R Jones - Short-Term Tourist Rental** - A request for a conditional use permit for a Short-Term Tourist Rental. The property is located at 151 Valley Road and is identified on tax map 30C, section 1, block 2 as lot 17. The property is zoned Agricultural (A) and is located in the Green Hill Forest subdivision in the Happy Creek Magisterial District. - Kelly Wahl , Planner
8. **Authorization to Advertise for Public Hearing - Z2024-11-01 - Conditional Use - Warren County Planning Staff** - A request to amend Chapter 180 of the Warren County Code to amend §180-63 to modify the termination, expiration, extension, and re-application procedures for conditional uses. - Chase Lenz, Zoning Administrator
9. **Authorization to Advertise for Public Hearing - Z2024-11-02 - Adult Business - Warren County Planning Staff** - A request to amend Chapter 180 of the Warren County Code to amend §180-8C to add a definition for adult business, to enact §180-27D(21) to make adult businesses permissible only by conditional use permit in the Commercial zoning district, to enact §180-28D(23) to make adult businesses permissible only by conditional use permit in the Industrial zoning district, to amend §180-63C to add supplemental procedures for adult businesses, and to amend §180-63D to add supplemental standards for adult businesses. - Chase Lenz, Zoning Administrator
10. Chiller Replacement at Public Safety
11. Grant Acceptance - SRT Small Rural Tribal Body Worn Camera
12. Purchase of Tractor - Shenandoah Farms Sanitary District - Mike Berry, Public Works Director
- L. Additional New Business
- M. Adjournment

Motion to be Made Going into Closed Meeting

I move the Board enter into a closed meeting under Sections 2.2-3711(A)(7) and (A)(8) for the purpose of consultation with legal counsel pertaining to actual or probable litigation and the provision of legal advice regarding specific legal matters requiring such advice. The subject matters are the Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia (the “EDA”), the Town of Front Royal, the *EDA vs. Jennifer McDonald, et al.*, the *Town of Front Royal vs. the EDA, et al.*, the *EDA vs. the Town of Front Royal, County of Rockingham v. unknown heirs of Frances Rexrode, et als.*, other potential claims and litigation relating to other possible liabilities of the EDA, the recovery of EDA funds and assets, the outstanding indebtedness of the EDA, bank actions and potential actions related to the same, the Forbearance and Support Agreements, and a grant from the Virginia Department of Transportation to the EDA and funding for the same.

Furthermore, I move that the Board enter into a closed meeting under Section 2.2-3711(A)(8) for the purpose of the provision of legal advice regarding specific legal matters requiring such advice. The subject matters are the County finance board and its powers, issues regarding the public comment period, and changes to the County code related to roll back taxes on real property.

Motion to be Made Coming out of Closed Meeting

I move that the Board certifies to the best of each member’s knowledge only public business matters lawfully exempted from open meeting requirements under Sections 2.2-3711(A)(7) and (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.

Warren County FY 2024-2025 Revenue Summary

Budget & Actuals as of NOVEMBER 30, 2024

DESCRIPTION	FY 2025 ADOPTED	FY 2025 AMENDED	FY 2025 CURRENT PERIOD	FY 2025 ACTUALS YTD	FY25 % COLLECTED YTD	FY 2024 ACTUALS YTD	FY 2023 ACTUALS YTD	HISTORICAL AVERAGE YTD	COMMENTS +/- 10% AVG YTD
GENERAL FUND, by SOURCE									
Real Estate Taxes	35,450,000	35,450,000	3,737,437	4,763,389	13.44%	11,803,812	12,110,348	32.25%	A
Public Service Tax	6,007,766	6,007,766	421,235	422,375	7.03%	2,651,193	207,830	22.53%	A
Personal Property Tax	24,349,220	24,349,220	6,251,684	8,440,366	34.66%	8,373,466	8,341,614	42.63%	
Machinery & Tools Tax	1,860,920	1,860,920	423,834	440,837	23.69%	640,398	681,452	37.10%	A
Mineral Rights	3,224	3,224	0	0	0.00%	0	1,932	30.53%	B
Penalties and Interest	1,500,000	1,500,000	122,150	576,083	38.41%	359,274	311,189	33.93%	
Subtotal General Property Taxes	69,171,130	69,171,130	10,956,340	14,643,050	21.17%	23,828,144	21,654,364	34.57%	
Local Sales, Use, Communications	6,702,500	6,702,500	48,314	1,838,505	27.43%	2,837,212	1,699,980	32.99%	
Utility Tax	800,000	800,000	57,364	363,700	45.46%	313,409	250,515	34.50%	C
Business License	1,300,000	1,300,000	29,777	103,247	7.94%	47,953	43,958	5.81%	
Recordation Taxes (Grantee)	717,500	717,500	62,907	284,724	39.68%	245,130	230,277	38.10%	
Bank Franchise Fees	22,500	22,500	0	0	0.00%	0	0	0.00%	
Motor Vehicle License Tax	1,000,000	1,000,000	27,798	163,011	16.30%	127,755	185,150	16.49%	
Recordation (Grantor) Will	175,000	175,000	18,532	87,276	49.87%	89,700	82,306	60.96%	D
Meals and Beverage Tax	1,400,000	1,400,000	112,698	571,465	40.82%	602,085	444,446	40.13%	
Lodging Tax	600,000	600,000	56,298	313,773	52.30%	304,956	167,506	57.27%	
Subtotal Other Local Taxes	12,717,500	12,717,500	413,687	3,725,699	29.30%	4,568,199	3,104,138	30.99%	
Animal License Fees	38,000	38,000	33	922	2.43%	16,018	13,031	39.68%	E
Permits & Other Licenses	923,500	923,500	106,991	607,418	65.77%	367,796	282,887	50.69%	F
Parks & Rec Fees	290,000	300,075	8,920	171,244	57.07%	156,106	130,050	53.28%	
Waste Permit Decal Fee	2,000	2,000	50	480	24.00%	445	505	23.75%	
Subtotal Permits, Fees, and Licenses	1,253,500	1,263,575	115,994	780,065	61.73%	540,364	426,473	50.27%	
Court Fines	112,000	112,000	11,649	49,892	44.55%	41,461	34,756	42.49%	
Other Court Costs	0	0	0	2,200	--	0	0	0.00%	
Subtotal Fines & Forfeitures	112,000	112,000	11,649	52,092	46.51%	41,461	34,756	42.69%	

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Revenue From Use of Money	600,000	600,000	0	90,384	15.06%	351,930	(195,689)	22.13%	
Revenue From Use of Property	350,000	350,000	20,510	168,597	48.17%	138,568	115,110	33.00%	G
Subtotal Use of Money & Property	950,000	950,000	20,510	258,981	27.26%	490,498	(80,579)	29.27%	
Charges for Services (Sheriff)	3,000	3,000	0	2,396	79.87%	2,396	4,449	114.08%	H
Charges for Commonwealth Att.	4,000	4,000	384	1,298	32.45%	1,541	952	28.89%	
Charges for Corrections & Det.	90,000	90,000	8,543	42,766	47.52%	41,928	26,652	38.45%	
Charges for Sanitation & Waste	1,800,000	1,800,000	175,443	734,433	40.80%	529,941	376,732	35.35%	
Sales of Map Survey	10,000	10,000	759	4,378	43.78%	6,064	4,758	33.79%	
Sale of Copies - Comm. Of Rev.	500	500	0	200	40.00%	150	150	16.04%	I
Other Charges for Services	4,500	4,500	0	0	0.00%	39,088	33,425	54.02%	J
Subtotal Charges for Services	1,912,000	1,912,000	185,129	785,471	41.08%	621,107	447,119	36.36%	
Refunds, Loans, and Fees	584,000	584,000	38,855	124,225	21.27%	595,317	181,291	34.83%	K
Gifts and Reimbursements	405,813	408,884	2,396	148,238	36.25%	989,393	258,723	21.89%	L
Sale of Recyclable Materials	160,000	160,000	9,519	89,496	55.93%	62,132	59,724	55.35%	
Subtotal Recovered Costs	1,149,813	1,152,884	50,770	361,959	31.40%	1,646,842	499,737	25.16%	
Non-Categorical Aid	80,000	80,000	2,031	73,525	91.91%	61,169	12,516	28.19%	M
Shared Expenses - Commonwealth's Attorney	649,246	649,246	67,429	287,481	44.28%	228,492	82,465	31.49%	N
Shared Expenses - Sheriff	2,302,132	2,302,132	192,205	900,799	39.13%	830,341	280,981	29.50%	
Shared Expenses - Commissioner of Revenue	262,162	262,162	21,827	106,584	40.66%	94,763	52,890	30.13%	N
Shared Expenses - Treasurer	178,078	178,078	15,088	70,299	39.48%	60,331	45,202	31.78%	
Shared Expenses - Registrar	110,000	110,000	0	10,480	9.53%	0	0	0.00%	
Shared Expenses - Clerk of Court	428,957	428,957	35,347	171,463	39.97%	158,794	66,861	29.88%	N
Other Categorical Aid	3,224,381	489,496	110,081	229,599	46.91%	296,979	46,758	21.48%	O
Subtotal State Revenue	7,234,956	4,500,071	444,009	1,850,230	41.12%	1,730,870	587,674	30.75%	
Revenue from the Federal Government	2,721,148	297,458	0	165,046	55.49%	1,358,926	615,909	45.68%	P
American Rescue Plan	0	1,407,111	0	47,500	3.38%	50,000	7,803,010		
Subtotal Federal Revenue	2,721,148	1,704,570	0	212,546	12.47%	1,408,926	8,418,919	64.26%	
Transfers from Other Funds	127,953	108,887	0	9,103	8.36%	20,800	67,578	116.20%	Q
Use of Fund Balance	0	0	0	0	0.00%	0	0	0.00%	
Open Purchase Orders	0	150,447	0	150,447		0	0		R
Subtotal Intergovernmental	127,953	259,334	0	159,550	61.52%	20,800	67,578	15.64%	
TOTAL GENERAL FUND REVENUE	97,350,000	93,743,064	12,198,087	22,829,644	24.35%	34,897,212	35,160,181	33.98%	

*** This report is preliminary and unaudited, and does not represent final expenditures or fund balances for FY2025. Several transfers and revenue accruals have yet to be recorded from the end of the accrual period on 8/14/25.

Warren County FY 2024-2025 Revenue Summary

Budget & Actuals as of NOVEMBER 30, 2024

DESCRIPTION	FY 2025 ADOPTED	FY 2025 AMENDED	FY 2025 CURRENT PERIOD	FY 2025 ACTUALS YTD	FY25 % COLLECTED YTD	FY 2024 ACTUALS YTD	FY 2023 ACTUALS YTD	HISTORICAL AVERAGE YTD	COMMENTS +/- 10% AVG YTD
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NOTES:

- A Real Estate, Public Service, Machinery & Tools Taxes: Historically, a substantial portion of Real Estate tax revenue is received during the last week of November from the mortgage companies; however, in some instances, this deposit has not been received until December. The Treasurer's Office has confirmed that \$8.8M will be deposited from the mortgage companies in the first week of December.
- B Mineral Rights: This tax applies to one citizen, who typically pays half in December and half in June. \$0 collected fiscal-year-to-date is common for this category. There is one variance in the payment pattern in FY23 where half of FY22 taxes were paid in FY23.
- C Utility Tax: Accrual Journal Entries need to be done; these have not been received from the CPA or auditors.
- D Recordation (Grantor) Will: There appears to be a decrease in the Recordation tax trend, though this is affected by variances in the adopted budget for this line item. Year-to-date actual revenue collected is consistent with the amounts recorded at the end of November since FY22, averaging \$86,000 during this period
- E Animal Licenses: Dog Tag revenue is currently down due to inventory shortages. The tags were ordered in November but have not yet arrived, impacting sales and associated revenue collection.
- F Permits & Other Licenses: Increase in Revenue can be attributed to the increased building and planning permit fees
- G Revenue from the Use of Property: Rental revenue increased in FY25 due to several factors: an adjustment in rental rates, stricter enforcement of timely payments, and a substantial payment of approximately \$6,000 from a tenant who needed to be brought up to date. Additionally, a new lease is generating around \$3,000 per month.
- H Charges for Services (Sheriff): The County collects these fees for the sheriff's office services in various legal and administrative services. As required by the state, the County keeps the first \$2,396.05 and the rest must be sent back to the State. The rate at which this is collected varies year-over-year. Also, the budget was set at \$2,000 instead of \$2,397 for the past few years, resulting in collection rates over 100%. Confirmed with Treasurer's Office.
- I Sale of Copies - COR: in FY24 there was a single \$150 sale of copies in July 2023, with no other sales until March 2024. These requests typically come in the spring of the year when new tax books come out. It's the sale of data files that people or businesses request of the real estate taxes. There has been one sale in FY25 for \$200 and the budget is lower, which shows an increased percentage in collection. Confirmed with the Commissioner of the Revenue.
- J Other Charges for Services: Percentage collected is showing behind the trend because the DSS Legal Fees charged by the County Attorney were recorded in this category. Revenue from these fees ceased in September 2023. No revenue has been collected for the remaining line items: SRCJA Fees or Fire & Rescue Training fees in the five months of 2024. Confirmed with Fire & Rescue - the training has not been provided yet this year.
- K Refunds, Loans, and Fees: The most prominent areas that are lower than average are Public Assistance Refunds, and P-Card rebates.
- L Gifts and Reimbursements: There have been significant changes in this category resulting in the development of new trends. Beginning FY25, EDA Recovery is no longer expected, which averaged about a \$2M budget with large periodical payments. This resulted in the significant decrease in the Gifts and Reimbursements budget. Also new to FY25, Opioid Recovery has higher anticipated revenue of \$145,000 this year—\$100,000 more than in previous years—with \$125,015.66 already collected.
- M Non-Categorical Aid: Percentage collected appears to be higher because accrual Journal Entries need to be done to move revenues back to FY2024.
- N Shared Expenses - Commonwealth's Attorney, Commissioner of the Revenue, and Clerk of the Circuit Court: Compensation Board has increased how much that it reimburses the County and is now funding some positions that were formerly unfunded. Measures have also been implemented this fiscal year to ensure accurate reporting, resulting in increased reimbursements.
- O Other Categorical Aid: Higher YTD percentage can be attributed to the influx of DCJS grants. Also, note the difference between Adopted and Amended is the deduction of DSS and CSA state revenue, which is now collected in the Social Services fund.
- P Revenue from Federal Government: The difference between Adopted and Amended is the deduction of DSS and CSA state revenue, which is now collected in the Social Services fund.
- Q Transfers from other funds: This category contains transfers from Sanitary Districts and other funds. Financial management software shows only one transfer from Asset Replacement fund.
- R Open Purchase Orders: These are carryover Purchase Orders that were open at the start of the fiscal year.

Warren County FY 2024-2025 Expenditure Summary

Budget & Actuals as of NOVEMBER 30, 2024

DESCRIPTION	FY 2025 ADOPTED	FY 2025 AMENDED	FY 2025 CURRENT PERIOD	FY 2025 ACTUALS YTD	FY25 % SPENT YTD	FY 2024 ACTUALS YTD	FY 2023 ACTUALS YTD	HISTORICAL AVERAGE YTD	** COMMENTS +/- 10% AVG YTD
GENERAL FUND, by SOURCE									
Board of Supervisors	145,843	145,843	13,539	62,886	43.12%	49,621	50,209	32.51%	A
County Administration	453,590	473,470	74,244	231,677	48.93%	207,614	209,517	41.59%	
Human Resources	336,341	343,136	19,787	94,923	27.66%	124,630	99,582	29.26%	
County Attorney	423,504	428,873	11,419	112,372	26.20%	153,538	114,221	32.57%	
Information Technology	1,024,478	1,113,137	100,230	473,011	42.49%	326,701	389,359	33.94%	
Commissioner of the Revenue	863,368	888,893	80,740	316,358	35.59%	376,481	258,062	37.47%	
Reassessment	464,359	464,359	49,000	241,000	51.90%	2,039	50,289	25.33%	B
Treasurer	584,273	603,045	67,390	248,115	41.14%	258,180	214,664	40.19%	
Finance & Purchasing	624,052	727,926	58,587	445,637	61.22%	211,083	225,655	37.95%	C
Elections	388,038	404,681	64,517	161,387	39.88%	233,412	157,318	36.03%	
SLFRF - Broadband Project	0	1,380,000	0	1,380,000	100.00%	690,000	1,380,000	100.00%	
Subtotal General Government	5,307,846	6,973,362	539,454	3,767,367	54.03%	2,633,300	3,148,877	47.92%	
Circuit Court	62,060	62,060	346	9,698	15.63%	15,695	-13,425	13.90%	
General District Court	22,300	22,300	1,364	8,793	39.43%	7,760	5,239	26.24%	D
Magistrates	4,560	4,560	47	1,314	28.82%	1,265	1,228	29.73%	
Drug Court	245,000	245,000	15,523	65,523	26.74%	51,909	4,676	53.33%	E
Juvenile and Domestic Court	21,010	21,010	1,228	6,342	30.19%	7,663	5,437	32.18%	
Clerk of Circuit Court	670,061	691,933	96,312	344,749	49.82%	325,504	291,736	41.18%	
Commonwealth's Attorney	1,172,997	1,205,864	146,575	510,817	42.36%	494,551	445,740	40.03%	
Subtotal Judicial Administration	2,197,988	2,252,727	261,396	947,237	42.05%	904,346	740,631	38.78%	
Sheriff's Department	7,697,227	7,976,220	856,419	2,981,654	37.38%	2,943,138	2,602,768	40.08%	
E-911 System	1,269,350	1,333,801	103,774	620,720	46.54%	625,432	507,848	52.11%	
Volunteer Fire & Rescue	966,777	966,777	0	164,611	17.03%	190,495	163,585	19.98%	
Probation	39,130	39,130	1,167	3,827	9.78%	4,484	4,750	7.05%	
Building Inspections	685,843	708,589	84,549	306,636	43.27%	251,563	264,564	42.67%	
Fire & Rescue Department	7,150,292	7,248,530	856,347	2,801,171	38.64%	2,587,334	1,915,042	42.24%	
Subtotal Public Safety	17,808,619	18,273,047	1,902,257	6,878,620	37.64%	6,602,445	5,458,557	39.96%	

Warren County FY 2024-2025 Expenditure Summary

Budget & Actuals as of NOVEMBER 30, 2024

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Public Works	645,441	637,247	68,772	245,656	38.55%	239,503	144,617	33.82%	
Refuse	3,962,781	3,978,326	404,009	1,699,537	42.72%	1,447,836	1,464,924	35.24%	
Maintenance of Buildings & Grounds	2,386,038	2,445,388	262,941	1,123,106	45.93%	1,248,702	1,109,168	42.52%	
Subtotal Public Works	6,994,260	7,060,960	735,722	3,068,298	43.45%	2,936,041	2,718,709	37.87%	
Health	420,000	420,000	0	186,800	44.48%	283,660	186,834	56.95%	F
Social Services & Comprehensive Services Act	9,002,931	3,798,195	155,898	885,880	23.32%	2,307,150	1,134,259	29.43%	G
Other Social Services	131,500	204,878	14,927	82,570	40.30%	106,750	130,176	69.44%	H
Regional Partnerships	5,071,713	5,071,713	18,221	2,440,683	48.12%	2,158,549	229,717	49.61%	
Subtotal Health, Welfare, & Partnerships	14,626,144	9,494,786	189,045	3,595,932	37.87%	4,856,109	1,680,986	31.94%	
Parks and Recreation	826,491	845,654	59,639	415,430	49.13%	362,605	334,082	33.22%	I
Library, Museums, Cult. Enrich.	1,449,000	1,449,000	25,833	689,917	47.61%	541,313	521,200	46.90%	
Subtotal Parks, Recreation, & Cultural	2,275,491	2,294,654	85,473	1,105,346	48.17%	903,919	855,282	40.41%	
Planning & Zoning Administration	458,295	475,755	48,843	215,961	45.39%	232,693	179,453	39.59%	
Economic Development	84,176	84,176	8,969	36,046	42.82%	927,638	798,806	37.69%	
Tourism	346,988	349,436	970	33,458	9.57%	20,121	0		
Environmental Management	15,000	15,000	1,000	15,000	100.00%	19,000	15,000	47.69%	J
VPI Extension Service	127,020	127,020	270	26,179	20.61%	29,600	48,635	23.40%	
Subtotal Community Development	1,031,479	1,051,387	60,053	326,643	31.07%	1,229,053	1,041,894	30.74%	
Non-Departmental	5,026,006	4,210,494	-973	457,825	10.87%	219,598	276,042	7.78%	
Debt Service	11,566,543	11,566,543	246,630	9,788,728	84.63%	9,890,826	8,518,039	55.06%	K
Subtotal Non-Departmental & Debt	16,592,549	15,777,037	245,656	10,246,553	64.95%	10,110,424	8,794,081	34.90%	
Warren County Public Schools	28,650,000	28,650,000	2,387,500	11,937,500	41.67%	8,271,522	4,057,450	24.97%	L
Transfers to Other Funds	1,865,624	1,943,272	4,758	80,099	4.12%	4,585	3,060	5.58%	
Subtotal Transfers to Other Funds	30,515,624	30,593,272	2,392,258	12,017,599	39.28%	8,276,108	4,060,510	34.90%	
TOTAL GENERAL FUND	97,350,000	93,771,232	6,411,314	41,953,595	44.74%	28,341,321	19,705,445	30.71%	

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Warren County FY 2024-2025 Expenditure Summary

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NOTES:

- A Board of Supervisors: Spending is ahead of prior years' trends due to increase in payments to TACS.
- B Reassessment: Large payments have been made for reassessment services once a month since the start of the fiscal year.
- C Finance & Purchasing: Higher expenditures-to-date are due to payments for audit services.
- D General District Court: The spike in expenditures is largely attributed to the Legal Services category. Historical trends are based on caseload. There may be little activity for a month or two and then several charges appear.
- E Drug Court: In prior years, the drug court consisted of an annual payment to NSV Substance Abuse Coalition at the beginning of the fiscal year. This payment has been made for FY25, but beginning this FY, the Drug Court budget includes grant expenditures and grant reimbursements.
- F Health: The year-to-date distributions to the Health Department are currently below the anticipated trend. This variance is due to the agency submitting quarterly invoices based on the prior year's approved amounts rather than the current fiscal year's budgeted allocations. Adjustments will be made on the Q3 invoice.
- G Social Services & Comprehensive Services: Adopted Column is the sum of the two departments as they were adopted separately: \$6,004,011+\$2,998,920. Amended Column is the appropriated transfer to Social Services after the merger, which is the sum of both local appropriations for DSS and CSA.
- H Other Social Services: This category consists of Partner Agencies. Distributions to most partner agencies depend on when we receive invoices. Last year, we had paid four partner agencies by this time. By now, we have received invoices from all but House of Hope. The FY25 YTD percentage is lower because the budget has been increased for the DCJS grant with Warren Coalition, and only two small claims have been submitted.
- I Parks and Recreation: This department is still showing increased expenditures due to increased expenses in personnel at the start of the FY. Overall spending has slowed in second quarter.
- J Environmental Management: This budget consists of two Partner Agency distributions. Both have received their funds. Prior years included more partner agencies, resulting in a lower historical percentage to date.
- K Debt Service: Payments are set to fluctuate throughout the year. July payments are normally larger. Payments can be expected in July, October, December, January, and April.
- L Transfer to Schools: Transfers to the Schools have not been recorded in the financial system by the Treasurer's Office. An exact figure is still to be determined.

Warren County FY 2024-2025 Summary of Appropriations
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General Fund Adopted Budget	\$	97,350,000.00
General Fund Amended Budget	\$	93,771,232.32
Difference:	\$	(3,578,767.68)
DSS Decrease	- \$	(4,125,088.00)
CSA Decrease	- \$	(1,175,000.00)
Open Purchase Orders	+ \$	150,446.50
Grants	+	\$ 139,935.09
Small Department Appropriations	+	\$ 23,827.36
SLFRF Carryover (includes Broadband and the transfer to Cancer Prevention)	+	\$ 1,407,111.37
Difference:	\$	• (3,578,767.68)
Grants	\$	139,935.09
Warren Coalition	+	\$ 73,378.00
ARPA	+	\$ 50,209.45
LOLE	+	\$ 1,167.64
Elections Equipment	+	\$ 10,480.00
ARPA	+	\$ 1,700.00
VDEM Grant	+	\$ 3,000.00
Small Department Appropriations	\$	23,827.36
Courthouse	+	\$ 4,780.00
Browntown Generator	+	\$ 4,323.29
Prisoner Extradition	+	\$ 1,578.07
Insurance Claims	+	\$ 3,071.00
Pickleball nets	+	\$ 10,075.00



Warren County Delinquent Tax Collections Monthly Report

Month: November 2024

Pond Law Group: \$499.98

TACS: \$258,066.92

TOTAL: \$258,566.90

Pond total for 2024: \$123,163.55

TACS total for 2024: \$981,162.60

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
Grand Total for 2022:	\$207,475.25
Grand Total for 2023:	\$498,137.60

At a Closed Meeting and Work Session of the Board of Supervisors of Warren County held in the Warren County Government Center on November 19, 2024, at 5:00 PM.

Present: Cheryl L. Cullers, Chair (South River District); Jerome K. Butler, Vice Chair (Happy Creek District); Victoria L. Cook, (Fork District); Richard A. Jamieson, (North River District); John W. Stanmeyer, (Shenandoah District), also, Jane Meadows, Deputy County Administrator; Jason J. Ham, County Attorney; Edwin C. Daley, County Administrator.

At 5:03 PM, on a motion by Mr. Butler, seconded by Mr. Stanmeyer, and the following vote, the Board entered into a closed meeting under Sections 2.2-3711(A)(7) and (A)(8) for the purpose of consultation with legal counsel pertaining to actual or probable litigation and the provision of legal advice regarding specific legal matters requiring such advice. The subject matters are the Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia (the "EDA"), the Town of Front Royal, the EDA vs. Jennifer McDonald, et al., the Town of Front Royal vs. the EDA, et al., the EDA vs. the Town of Front Royal, County of Rockingham v. unknown heirs of Frances Rexrode, et als., other potential claims and litigation relating to other possible liabilities of the EDA, the recovery of EDA funds and assets, the outstanding indebtedness of the EDA, bank actions and potential actions related to the same, the Forbearance and Support Agreements, and a grant from the Virginia Department of Transportation to the EDA and funding for the same.

Additionally, the Board entered into a closed meeting under Section 3711(A)(8) for the purpose of the provision of legal advice regarding specific legal matters requiring such advice. The subject matters are the County finance board, and changes to the County code related to roll back taxes on real property.

Additionally, the Board entered into a closed meeting under Section 2.2-3711(A)(1) of the Virginia Freedom of Information Act for the purpose of the discussion, consideration or interviews of specific proposed appointees. The subject matter is appointment of candidates to the County finance board.

Lastly, the Board enter into a closed meeting under Sections 2.2-3711(A)(8) and (A)(29) for the purpose of the discussion of the award of a public contract involving the expenditure of public funds and the discussion of the terms or scope of such contract, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the public body, and the provision of legal advice regarding specific legal matters requiring such advice. The subject matter is an Agreement with Page County for landfill services.

Ms. Cook, Aye; Dr. Jamieson, Aye; Ms. Cullers, Aye; Mr. Butler, Aye; Mr. Stanmeyer, Aye

At 6:50 PM, on a motion by Mr. Butler, seconded by Dr. Jamieson, and the following vote, the Board certified to the best of each member's knowledge only public business matters lawfully exempted from open meeting requirements under Sections 2.2-3711(A)(1), (7), (8) and (29) 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.

Ms. Cook, Aye; Dr. Jamieson, Aye; Ms. Cullers, Aye; Mr. Butler, Aye; Mr. Stanmeyer, Aye

At a Regular Meeting of the Board of Supervisors of Warren County held in the Warren County Government Center on November 06, 2024, at 7:00 PM.

Present: Cheryl L. Cullers, Chair (South River District); Jerome K. Butler, Vice Chair (Happy Creek District); Victoria L. Cook, (Fork District); Richard A. Jamieson, (North River District); John W. Stanmeyer, (Shenandoah District), also, Jason J. Ham, County Attorney; Edwin C. Daley, County Administrator; Jane Meadows, Deputy County Administrator; Matt Wendling, Planning Director; Zachary Henderson, Deputy Clerk to the Board of Supervisors

Call to Order:

Ms. Cullers called the meeting to order at 7:00 PM with a moment of silence.

Adoption of the Agenda:

Mr. Butler added Item L (Authorization to Advertise an ordinance abolishing the Warren County Finance Board).

On a motion by Mr. Butler, seconded by Dr. Jamieson, and the following vote, the Board adopted the agenda as amended.

Ms. Cook, Aye; Dr. Jamieson, Aye; Ms. Cullers, Aye; Mr. Butler, Aye; Mr. Stanmeyer, Aye

Public Comment Period

- The Following is a list of individuals who spoke during the Public Comment Period in support of Samuel's Public Library, their content, funding, governance etc. and/or voiced their concerns regarding the proposed Warren County Library Board and the 2023 Library Debrief Report.

○ Susan Bloss	○ Susan Lewis
○ Cheryl Masella	○ Kelsey Lawrence
○ John Norman	○ Julieta Hernandez
○ David Harrison	○ Gene Kilby
○ Robert Jones	○ Stevi Hubbard
○ Fred Andrea	○ Nancy Smith
○ Mary Ryan	○ Rea Howarth
○ Janey Brome	○ Jarred Hill
○ Steve Forman	○ Julie George
○ Lisa Jenkins	○ Tom Howarth

- John Lundberg** – Voiced his support for the Samuel's Public Library Board and Dr. Jamieson's Debrief report

Board Reports:

- Mr. Stanmeyer reported the following:
 - Thanked Ms. Cook for the invitation to an upcoming Finance Committee meeting to discuss the larger sanitary districts.
 - Attended the recent Planning Commission meeting where the Comprehensive Plan was discussed in a Public Hearing.
 - Attended a data center "lunch and learn" sponsored by the EDA regarding data centers

- Attended a Shenandoah Farms Sanitary District Advisory Committee meeting and discussed the completion of the Old Oak 4 and 5 Road projects.
- Mr. Butler reported the following:
 - Attended the Finance Committee Meeting with Ms. Cook.
 - Stated that the Airport in Winchester will be having a grand opening for their new terminal and discussed future potential at the airport in Front Royal
- Ms. Cullers reported the following:
 - Attended a retirement and promotion ceremony for Fire and Rescue
 - Attended a VACO conference from 11/10 – 11/12 and commented on the good presentation, specifically on Broadband.
 - Attended a Joint School and County Building Committee meeting and discussed a new development behind Rual King
 - On November 14th - attended a County Building Committee meeting and discussed HVAC issues.
- Dr. Jamieson reported the following:
 - Met with the Planning staff to discuss the Comprehensive plan and emphasized the housing opportunities in the community.
 - Attended the Fire and Rescue Awards and Retirement Ceremony.
 - Also attended a data center “lunch and learn” sponsored by the EDA regarding data centers
 - Addressed some of the comments made during the Public Comment Period and urged people to direct their comments to the actual content of the committee report that was presented instead of personal motives, religious ideologies, or political leanings etc.
 - Addressed his concerns about recent articles in the Royal Examiner and the Northern Virginia Daily regarding his own distribution of the library report and stated that the reports are false and demanded a retraction.
 - Addressed the “misconception” on holding public office and rights as an individual in office in correlation with that.
- Ms. Cook reported the following:
 - Attended the finance and audit committee meeting and addressed Ms. Cullers’ concerns and will be prioritized and solutions will be presented shortly.
 - Stated that the Finance Committee is also working with Fire & Rescue on their fiscal policy and have received feedback from the County Attorney.
 - Commented on the discussion of investment funds and emphasized the separation of power between the Board of Supervisors and the Treasurer and the need to work together for any policy changes in that respect.
- Dr. Daley reported the following:
 - Ms. Cook asked about ongoing selection process and timeline for the County Administrator recruitment position and emphasized that should be a priority moving forward.
- Mr. Ham had no report

Appropriations and Transfers:

Ms. Cook commented on the Budget Action form for the School Board and that while it is for the prior fiscal year, it was expected and had already been presented to the Finance Committee.

On a motion by Dr. Jamieson, seconded by Mr. Butler, and the following vote, the Board approved the appropriations and transfers as presented.

Mr. Stanmeyer, Aye; Mr. Butler, Aye; Ms. Cullers, Abstain; Dr. Jamieson, Aye; Ms. Cook, Aye

Approval of Accounts:

On a motion by Ms. Cook, seconded by Mr. Stanmeyer, and the following vote, the Board approved the accounts as presented.

Ms. Cook, Aye; Dr. Jamieson, Aye; Ms. Cullers, Abstain; Mr. Butler, Aye; Mr. Stanmeyer, Aye

Approval of Minutes – 11.06.2024

On a motion by Dr. Jamieson, seconded by Mr. Butler, and the following vote, the Board approved the Minutes for November 6th, 2024, as presented.

Mr. Stanmeyer, Aye; Mr. Butler, Aye; Ms. Cullers, Abstain; Dr. Jamieson, Aye; Ms. Cook, Aye

Unfinished Business:

CUP2024-09-03 – South Fork River Side Campground, LLC:

Mr. Wendling stated that the applicants are requesting that Condition #14 be changed to a setback of 100' for the campsites from the 150' approved by the Planning Commission and 75' to an access road serving the camping areas in that location. The revised campground Concept Plan and Evacuation Plan have been submitted after the Planning Commission showing this request. The applicant also submitted a Boundary Line Adjustment that decreased acreage for the campground from 142.09 to 120.3991 to allow for two building lots on Russ Johnson Road and Rivermont Drive, this BLA nullifies the need for condition #13. The applicants have also asked for Condition #15 to be changed from 14 days to 30 days length of stay reflecting the amount allowed for a short-term tourist rental.

Ms. Cullers asked if VDOT has submitted any comments on the impact to Route 619. Mr. Wendling stated that the access easement is currently owned by Rappahannock Electric, and the applicants will have to meet the standards for a commercial entrance.

Mr. Stanmeyer asked if there was an enforcement mechanism for the tress that are scheduled to be planted to meet the screening requirements. Mr. Wendling stated that staff would periodically check the CUP as well as the site plan to ensure everything is in compliance.

On a motion by Ms. Cook, seconded by Dr. Jamieson, and the following vote, the Board approved the conditional use permit request of SouthFork RiverSide Campground, LLC with the conditions recommended by Planning Commission and staff with the following amendments and changes; to delete Condition #13, on Condition #14 to decrease the setback from the west property line from 150' to 100' to campsites and 75' to the campground road, and on Condition #15 to limit the length of stay by guests from 14 days to 30 days maximum.

Ms. Cook, Aye; Dr. Jamieson, Aye; Ms. Cullers, Aye; Mr. Butler, Aye; Mr. Stanmeyer, Aye

New Business:

Consent Agenda:

1. Award Recommendation: Wilhelm Mechanical LLC dba Vern's Plumbing
2. 2025 Parks and Recreation League and Fee Schedule
3. Amendment to the Parks and Recreation Commission Bylaws
4. Extension of Tabling - R2023-07-01 – Slate Run Farm, LLC - Rezoning Agricultural to Industrial and Commercial
5. Board Refund Letter - Central Telephone Company of Virginia
6. Request for Adoption of Blue Ridge Shadows Phases 3 and 5 Into State System and Dedicated for Public Use
7. Request for Release of D.R. Horton Subdivision Bond #929413863
8. Authorization to Advertise - Ordinance Adding Chapter 7 for the formation of a Warren County Library Board (removed for discussion)
9. Approval of FY2025 Non-Competitive Litter Prevention and Recycling Grant
10. Appointment of an individual Assessor in lieu of Board of Assessors

Ms. Cullers stated that she would like to pull item #8 (Authorization to Advertise - Ordinance Adding Chapter 7 for the formation of a Warren County Library Board) for discussion.

On a motion by Mr. Butler, seconded by Dr. Jamieson, and the following vote, the Board approved the consent agenda as amended.

Mr. Stanmeyer, Aye; Mr. Butler, Aye; Ms. Cullers, Aye; Dr. Jamieson, Aye; Ms. Cook, Aye

Authorization to Advertise - Ordinance Adding Chapter 7 for the formation of a Warren County Library Board:

Ms. Cullers stated that she respected Ms. Cook and Dr. Jamieson's work on the Library Report, but she does not support the formation of a Library Board and emphasized their services throughout the years, her desire for financial oversight that is cost effective, and her concerns about the negative impact to the community.

Mr. Butler stated that this motion is only to Authorize a Public Hearing.

On a motion by Mr. Butler, seconded by Ms. Cook, and the following vote, the Board authorized the Ordinance adding chapter 7, Library Board to the Warren County Code of Ordinances for a public hearing.

Mr. Stanmeyer, Aye; Mr. Butler, Aye; Ms. Cullers, No; Dr. Jamieson, Aye; Ms. Cook, Aye

Resolution - Establishment of the Warren County Finance Board:

Ms. Cook stated that this is the establishment of the Warren County Finance Board, which is going to be working with the treasurer and reviewing the County's investments and trying to see what can be done to get a better return on investments.

On a motion by Ms. Cook, seconded by Dr. Jamieson, and the following vote, the Board adopted the resolution establishing a County Finance Board

Ms. Cook, Aye; Dr. Jamieson, Aye; Ms. Cullers, Aye; Mr. Butler, Aye; Mr. Stanmeyer, Aye

Additional New Business:

Authorization to Advertise to abolish the Finance Board:

On a motion by Mr. Butler, seconded by Dr. Jamieson, and the following vote, the Board authorized an ordinance to abolish the County Finance Board for a public hearing

Mr. Stanmeyer, Aye; Mr. Butler, Aye; Ms. Cullers, Aye; Dr. Jamieson, Aye; Ms. Cook, Aye

Mr. Ham stated that Virginia Code provides that the Board of Supervisors can constitute a Warren County Finance Board, and if the Board decides to then abolish it, then control would revert to the entire Board of Supervisors instead of three individuals.

Adjournment:

On a motion by Dr. Jamieson, seconded by Mr. Butler, and the following vote, the meeting adjourned at 9:05 PM

Ms. Cook, Aye; Dr. Jamieson, Aye; Ms. Cullers, Aye; Mr. Butler, Aye; Mr. Stanmeyer, Aye



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:
December 10, 2024	H.	Public Hearing - Ordinance Abolishing the County Finance Board
EXPLANATION & SUMMARY: Code of Virginia § 58.1-3151 allows the County to create a county finance board, which the County has done; and further provides that the Board, after establishing a county finance board, may by ordinance, abolish the county finance board, whereupon all authority, powers and duties of the county finance board shall vest in the Board of Supervisors. COST & FINANCING: N/A PROPOSED OR SUGGESTED MOTION: I move the Board of Supervisors adopt the proposed ordinance abolishing the County Finance Board		
SUBMITTED BY:		ATTACHMENTS:
Edwin Daley, County Administrator Jason Ham, County Attorney		1. finance.board.ord

**ORDINANCE ABOLISHING THE COUNTY FINANCE BOARD SO THAT
SUCH FINANCIAL POWERS VEST IN THE BOARD OF SUPERVISORS**

WHEREAS, the Board of Supervisors of Warren County, Virginia (the “Board”) recognizes its duty to the citizens of Warren County, Virginia (the “County”) to responsibly manage County funds; and

WHEREAS, Code of Virginia § 58.1-3151 allow the County to create a county finance board, which the Couty has done; and

WHEREAS, Code of Virginia § 58.1-3151 further provides that the Board, after establishing a county finance board, may by ordinance abolish the county finance board, whereupon all authority, powers and duties of the county finance board shall vest in the Board of Supervisors; and

WHEREAS, given each Supervisor’s duty to responsibly manage County funds, the Board desires to abolish the County Finance Board so that all authority, powers and duties of the County Finance Board shall be vested in the Board of Supervisors, the duly elected representatives of the County; and

NOW, THEREFORE, BE IT ORDAINED that the Board of Supervisors of Warren County, Virginia, abolishes the County Finance Board, thereby vesting all of the authority, powers and duties set forth in the Code of Virginia with respect to the County Finance Board in the Board of Supervisors.

CERTIFICATE

The undersigned Chairman and Clerk of the Board of Supervisors of Warren County, Virginia hereby certify that the foregoing constitutes a true and correct copy of an Ordinance Abolishing the County Finance Board so that such Financial Powers Vest in the Board of Supervisors at a meeting held on December 10, 2024. A record of the roll-call vote by the Board is as follows:

Name	Aye	Nay	Abstain	Absent
Cheryl Cullers, Chair				
Jay Butler, Vice-Chair				
Vicky Cook				
Richard Jamieson				
John Stanmeyer				

Date: _____

ATTEST:

Clerk of the Board

Chairman, Board of Supervisors



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:
December 10, 2024	G-1	Resolution Respectfully Directing the County Treasurer to Invest in funds in accordance with Guidelines issued by the State Treasurer and Requesting Reports regarding County Funds.

EXPLANATION & SUMMARY:

The Board of Supervisors of Warren County, recognizes its duty to responsibly manage and invest County funds and the code of Virginia § 58.1-3151 allows the County to create a county finance board and by Code of Virginia § 58.1-3151 further provides that the Board, after establishing a county finance board, may by ordinance abolish the county finance board, whereupon all authority, powers and duties of the county finance board shall vest in the Board and given each Supervisor's duty to responsibly manage County funds, the Board has established the county finance board, and has subsequently abolished it by ordinance.

The Board is concerned that County funds are not being invested to maximize their investment returns and the Board determines that County funds are drawing a lesser rate of interest than they otherwise may be earning. The Board is entitled, pursuant to Code of Virginia § 58.1-3160, to receive a monthly report from the County Treasurer on the amount of County money on deposit with each depository.

The Board respectfully directs the County Treasurer to invest County funds in accordance with guidelines issued by the State Treasurer, pursuant to Code of Virginia § 58.1-3156, and requests that all available funds be invested with the Virginia Local Government Investment Pool and/or the VML/VACO Finance Virginia Investment Pool. And the Board requests that the County Treasurer provide monthly reports to the Board on the amount of County money on deposit with each depository pursuant to Code of Virginia § 58.1-3160, and requests that the amount of interest earned on each depository account also be provided.

COST & FINANCING:

N/A

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors adopt the Resolution Respectfully Directing the County Treasurer to Invest in funds in accordance with Guidelines issued by the State Treasurer and Requesting Reports regarding County Funds.

SUBMITTED BY:	ATTACHMENTS:
Edwin Daley, County Administrator	1. Resolution

**RESOLUTION RESPECTFULLY DIRECTING THE COUNTY TREASURER TO INVEST
FUNDS IN ACCORDANCE WITH GUIDELINES ISSUED BY THE STATE TREASURER
AND REQUESTING REPORTS REGARDING COUNTY FUNDS**

WHEREAS, the Board of Supervisors of Warren County, Virginia (the “Board”) recognizes its duty to the citizens of Warren County, Virginia (the “County”) to responsibly manage and invest County funds; and

WHEREAS, Code of Virginia § 58.1-3151 allows the County to create a county finance board; and

WHEREAS, Code of Virginia § 58.1-3151 further provides that the Board, after establishing a county finance board, may by ordinance abolish the county finance board, whereupon all authority, powers and duties of the county finance board shall vest in the Board; and

WHEREAS, given each Supervisor’s duty to responsibly manage County funds, the Board has established the county finance board, and has subsequently abolished it by ordinance.

WHEREAS, given such action, and pursuant to Code of Virginia § 58.1-3151, the Board is now vested with all of the authority, powers and duties of the county finance board as set forth in the Code of Virginia;

WHEREAS, the Board is concerned that County funds are not being invested to maximize their investment returns;

WHEREAS, pursuant to Code of Virginia § 58.1-3156, the Board determines that County funds are drawing a lesser rate of interest than they otherwise may be earning;

WHEREAS, the Board is entitled, pursuant to Code of Virginia § 58.1-3160, to receive a monthly report from the County Treasurer on the amount of County money on deposit with each depository;

NOW, THEREFORE, BE IT RESOLVED that the Board respectfully directs the County Treasurer to invest County funds in accordance with guidelines issued by the State Treasurer, pursuant to Code of Virginia § 58.1-3156, and requests that all available funds be invested with the Virginia Local Government Investment Pool and/or the VML/VACO Finance Virginia Investment Pool

BE IT FURTHER RESOLVED that the Board requests that the County Treasurer provide monthly reports to the Board on the amount of County money on deposit with each depository pursuant to Code of Virginia § 58.1-3160, and requests that the amount of interest earned on each depository account also be provided.

CERTIFICATE

The undersigned Chairman and Clerk of the Board of Supervisors of Warren County, Virginia hereby certify that the foregoing constitutes a true and correct copy of a Resolution Respectfully Directing The County Treasurer to Invest Funds in Accordance with Guidelines Issued By The State Treasurer And Requesting Reports Regarding County Funds at a meeting held on December 10, 2024. A record of the roll-call vote by the Board is as follows:

Name	Aye	Nay	Abstain	Absent
Cheryl Cullers, Chair				
Jay Butler, Vice-Chair				
Vicky Cook				
Richard Jamieson				
John Stanmeyer				

Date: _____

ATTEST:

Clerk of the Board

Chairman, Board of Supervisors



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:
December 10, 2024	I.	Public Hearing - Lease Agreement with Warren County Sunfish
EXPLANATION & SUMMARY: The Warren County Sunfish would like to lease the Claude A. Stokes, Jr. Community Swimming Pool for \$613.00 for their swim practices and meets beginning May 25, 2025 and ending July 13, 2025. This public hearing has been properly advertised. COST & FINANCING: N/A PROPOSED OR SUGGESTED MOTION: I move that the Board of Supervisors approve the Lease Agreement with the Warren County Sunfish for lease of the Claude A. Stokes, Jr. Community Swimming Pool.		
SUBMITTED BY:		ATTACHMENTS:
Dana Winner, Office Manager Tiffany Walker, Director		1. Sunfish Lease Agreement - 2024

**LEASE AGREEMENT WITH
WARREN COUNTY SUNFISH**

THIS LEASE AGREEMENT WITH WARREN COUNTY SUNFISH (hereinafter the “Agreement”) is made and entered into this _____ day of _____, 202____, by and between the **COUNTY OF WARREN, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the “County”), and the **WARREN COUNTY SUNFISH**, a Virginia non-stock corporation (the “Sunfish”).

W I T N E S S E T H

WHEREAS, the County is the owner of a Recreational facility known as the Claude A. Stokes, Jr. Community Swimming Pool, located at Gertrude Miller Park, 1000 Stadium Drive, Front Royal, Virginia 22630 (hereinafter the “Pool”), located within the County of Warren, Virginia; and

WHEREAS, the facilities at the Pool include a Z-shape pool with 25-meter lanes (hereinafter the “Facilities”); and

WHEREAS, the Sunfish is a member of the Shenandoah Valley Swim League; and

WHEREAS, the County and the Sunfish are desirous of entering into a specific written agreement governing the use of the Facilities by the Warren County Sunfish for practices and swim meets; and

THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

(1) **TERM OF LEASE** - The County hereby agrees to lease the Facilities to the Warren County Sunfish for a term of **beginning May 26, 2025** and continuing (if not otherwise terminated or extended pursuant to the terms of the Agreement) **through July 13, 2025** (the “Term”). The County may add up to two weeks to the Term, at the County’s option and at no additional charge, subject to such terms and conditions as the County may require, in the event that the Sunfish meets are extended for make-ups. The Term shall automatically renew from year to year from Memorial Day to the end of the second week of July of each successive year, (each, a “Renewal Term”) unless cancelled by either Party thirty days prior to commencement of any Renewal Term.

(2) TIMES OF OPERATION FOR CONCESSION STAND – The County Recreation may operate concession stands at the Facilities (hereinafter the “Concession Stand”) during all regularly scheduled meets. The hours of operation shall only extend beyond 10:00 p.m. if regularly scheduled meets have not yet finished.

(3) SCHEDULE FOR SUNFISH MEETS AND PRACTICES – The Sunfish shall submit a practice and meet schedule to the County Parks and Recreation Department for approval in advance of publishing or promoting the schedule for any individual practice or meet or prior to using the Facilities. Practices shall not exceed two hours and shall only be held during the hours of 6:30pm – 8:30pm to include an additional 15 minutes after practice for clean up. No practices or meets shall interfere with the County operations for open swim, swim lessons or private rentals. Meets shall not exceed three and a half hours or conclude (to include break-down and clean up) later than 9:30pm.

(4) NON-EXCLUSIVE USE – The Sunfish’s use of the Facilities shall commence annually during the term of this Agreement. The use of the Facilities shall be non-exclusive **EXCEPT** for those specific dates and times that the Warren County Sunfish are engaged in League play or practice, as approved by the County. In the event of a conflict between the Sunfish and any other users of the Facilities, the County shall have the sole authority to resolve the priority of use as it deems appropriate. The County shall be free to use or lease all of the Facilities on any dates or at such times not specifically scheduled for Sunfish use. The County shall, when possible, give twenty-four (24) hours’ notice to the Sunfish of any conflict of events. However, in case of an emergency or necessity to be determined in the sole discretion of the County, the County may take and use the Facilities without the Sunfish receiving notice. The County will provide the Sunfish a schedule of all events in the Facility within 24 hours of events during the term of this Agreement so there will be no conflicts with practice schedules and concessions stand opening,

(5) COMPENSATION –

(i) FLAT FEE FOR USE OF FACILITIES – The Sunfish shall pay **SIX HUNDRED AND THIRTEEN DOLLARS** to the County for use of the Facilities during the term. The facility fees shall be paid to the County in one installment prior to the start of the term. The Sunfish shall not be permitted to use the Facilities until the fee paid.

(ii) Renewal Terms - At the beginning of each Renewal Term, the annual rent shall be increased by a rate of Five Percent.

(iii) LATE PAYMENT – It is the responsibility of Sunfish to promptly pay the County the fees and charges. Otherwise, a late payment fee of five percent of the amount due will be assessed for any payment that is more than ten days late.

(6) UTILITIES – The County shall be responsible for all utility expenses used in the operation of the Facilities, which shall consist of water, sewer and electricity.

(7) INSURANCE - Sunfish shall provide general liability insurance coverage for the use of the Facilities in an amount not less than One Million Dollars and shall name the County as additional insured and endorsed on its policy. Sunfish shall carry Virginia statutory requirements for worker's compensation insurance. Sunfish shall provide the County with a certificate of insurance and the endorsement showing said insurance to be in force and effect prior to the use or occupancy of the Facilities, with a notation in the certificate and policy that the insurance cannot be cancelled unless the County is given thirty days written notice of said cancellation.

(8) ON SITE VISITATION – The County and its agents may visit the Facility at any time. In addition, two on-site visits may be conducted by, but not limited to the following: Director of Parks and Recreation, Recreation Manager, Director of Public Works or County designee, and the President of the Warren County Sunfish. One visit may be conducted prior to the beginning of the season and one visit within fourteen days of the conclusion of the said season. The purpose of such visits is to observe the conditions of the Facilities at the time of transfer of maintained responsibilities from the County to Sunfish at the beginning of the season, and from Sunfish back to the County after the conclusion of the season. The results of such visits may be noted in writing by a representative of the County within forty-eight (48) hours of such visits.

(9) CANCELLATION OF MEETS – The County shall notify Sunfish when the Facilities are not available due to inclement weather or unsafe conditions, and the Sunfish shall abide by such notice.

(10) MAINTENANCE - The County shall be responsible for all regular maintenance of the Facilities. Lessee shall be responsible for any loss or damage to the Facilities or any of the equipment associated with use

of the Facilities or provided to the Lessee incurred in the course of Lessee's use, over and above regular maintenance and ordinary wear and tear.

(11) IMPROVEMENTS – No improvements to the Facilities shall be made by the Sunfish.

(12) PARKING AND EQUIPMENT STORAGE – All sporting equipment other than that described in this Agreement shall be supplied solely by the Sunfish. All parking and equipment storage shall be approved in advance by the County's Parks and Recreation Department. At the conclusion of the season, all vehicles and equipment shall be removed by the Sunfish, or the County will remove such vehicles and equipment at the Sunfish's expense.

(13) ADULT SUPERVISION - The Sunfish shall supply adequate adult supervision at all times during its use of the Facilities, including, but not limited to, necessary coaching staff that are lifeguard certified as well as parent support during all practice and meets. Sunfish shall make sure only swim team participants are in the water and no one is in the baby pool area.

(14) ALCOHOLIC BEVERAGES/TOBACCO/NON-PERMITTED SUBSTANCES - No alcoholic beverages, tobacco products, vaping equipment, CBD, THC or other mind-altering recreational drugs or substances of any kind other than prescription medicines provided to the user thereof by a licensed medical professional are permitted at the Facility.

(15) ILLEGAL ACTIVITY – Sunfish hereby specifically agrees that it will use Facilities only for lawful purposes, and will not permit, countenance or condone any illegal activities in the course of their use or operations.

(16) INTERPRETATION - Interpretation of the provisions of this Agreement shall be in accordance with the laws of the State of Virginia.

(17) TERMINATION - Either party shall have the right to terminate this Agreement upon thirty days written notice for any reason. The County further reserves the right to immediately terminate this Agreement without notice in the event of damage or destruction of the Facilities, civil unrest, or for any other reason related to immediate danger to the health and safety of the public. Upon termination, any paid flat fee will be refunded by

the County pro rata based upon the amount of time that has elapsed during the term or renewal term and not based upon use, to the balance of the Agreement term period. In the event of termination in accordance with this Agreement, the Sunfish and the County do hereby waive any claims for damages resulting from the termination.

(18) DEFAULT – In the event of default on any of the terms and conditions set forth herein, or violation of the laws of the Commonwealth of Virginia, the Ordinances of the Town of Front Royal, or the Ordinances of the County of Warren by the Sunfish or its members or swimmers associated with the use of the Pool, the County reserves the right to terminate this Agreement at any time upon twenty-four hours written notice to the Sunfish. The following acts shall also constitute default: (i) failure to make any of the prescribed payments to the County as provided herein; or (ii) abandonment of the Facilities. Upon default, the County shall be authorized to immediately take possession of the Facilities and to bar the Sunfish from further operations. In addition, upon default, the County shall have the right to exercise any and all of its remedies at law, including suit for damages and any unpaid fees. All legal expenses and costs incurred thereby shall be paid by the Sunfish.

(19) INDEMNIFICATION - The Sunfish specifically agrees that it will protect and hold harmless the County, its officials, employees and agents from any and all claims, demands and causes of action of any nature for injuries or death of persons, or loss or damage to property, including the public and Sunfish players and personnel, as the result of the use of the Facilities by the Sunfish organization. This provision may not be relied upon by the County's insurers, who are not third party beneficiaries of this Agreement.

(20) TRANSFERABILITY - This Agreement shall not be transferred, and subleases are not permitted.

(21) MODIFICATION - Modification of the terms and conditions of the Agreement shall not be permitted, unless agreed to in writing and executed in the same formality as the Agreement.

(22) NOTICES - All notices under this Agreement shall be sent to the following addresses:

County of Warren
c/o County Administration
220 North Commerce Avenue STE 100
Front Royal, VA 22630
With a copy to Edaley@warrencountyva.gov

Warren County Sunfish:
Caitlin McKay
336 Poca Bella Dr.
Front Royal, VA 22630
313-600-0760
cahanly@gmail.com

IN WITNESS WHEREOF, the undersigned parties hereto have made and executed this **LEASE AGREEMENT WITH WARREN COUNTY SUNFISH** as the day and year first above written.

COUNTY OF WARREN, VIRGINIA (SEAL)

BY: _____
Edwin C. Daley, County Administrator

Date

ATTEST:

BY: _____

Date

FRONT ROYAL CARDINALS (SEAL)

BY: _____
Caitlin McKay, President

Date

ATTEST:

BY: _____

Date

APPROVED AS TO FORM:

Jason Ham, County Attorney



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:
December 10, 2024	J.	Public Hearing - Ordinance Adding Chapter 7 for the formation of a Warren County Library Board
EXPLANATION & SUMMARY: The Board of Supervisors of Warren County, Virginia, is considering enacting Chapter 7, Library Board, as an addition to the Warren County Code of Ordinances, which would create a County Library Board, consisting of five members who shall be appointed by the Warren County Board of Supervisors. One member of the Library Board may be an employee of Warren County or a Supervisor. COST & FINANCING: N/A PROPOSED OR SUGGESTED MOTION: I move the Board of Supervisors adopt the proposed ordinance adding Chapter 7 for the formation of a Warren County Library Board OR I move that the Board of Supervisors deny the proposed ordinance		
SUBMITTED BY:		ATTACHMENTS:
Richard Jamieson, Board of Supervisors - North River District Victoria Cook, Board of Supervisors - Fork District		1. Ch. 7 - Library Board

**AN ORDINANCE ADDING CHAPTER 7, LIBRARY BOARD,
TO THE WARREN COUNTY CODE OF ORDINANCES**

WHEREAS, the Board of Supervisors of Warren County, Virginia (the “Board”) has decided that it is in the best interests of the health and welfare of its citizens to establish a Library Board; and

NOW, THEREFORE, BE IT ORDAINED that the Board of Supervisors of Warren County, Virginia, enacts Chapter 7, Library Board, as an addition to the Warren County Code of Ordinances, and that such addition reads as follows:

**Chapter 7
LIBRARY BOARD**

§ 7-1 Membership.

- A. There is hereby established a Warren County Library Board, (the “Library Board”), to consist of five members who shall be appointed by the Warren County Board of Supervisors (collectively, the “Board of Supervisors”, and individually, a “Supervisor”). One member of the Library Board may be an employee of Warren County or a Supervisor.
- B. If a member of the Library Board (a “Member”) is an employee of Warren County or a Supervisor at the time of appointment to the Board and such employment or status as a Supervisor ends prior to the expiration of their term on the Board, then such Member shall continue to serve on the Board for the remainder of their term as a non-employee or non-Supervisor, and the Warren County Board of Supervisors may appoint another Member who is a Supervisor or employee of Warren County.
- C. Term of office.
 - 1. Initially Members shall be appointed as follows: one Member for a term of one year, one Member for a term of two years, one Member for a term of three years, and the remaining Members for terms of four years.
 - 2. All subsequent terms shall be for four years.
- D. Appointments to fill vacancies shall be only for the unexpired portion of the term.
- E. Members may be reappointed to succeed themselves.
- F. A Member whose term expires shall continue to serve until their successor is appointed and has qualified.
- G. Each Member shall serve without compensation, except for reimbursement of expenses incurred in the performance of their duties, if such expenses are approved by the Warren County Administrator or their designee.
- H. Members may be removed for misconduct or neglect of duty by the Board of Supervisors.

§ 7-2 Officers.

The Members shall elect from their Members a Chairperson, a Vice-Chair, a Secretary and such other officers as they may determine.

§ 7-3 Powers and Duties.

The Library Board may adopt bylaws, rules and regulations for their own guidance and for the government of the free public library system as may be expedient. The Library Board shall have control of the expenditures of all the moneys credited to the library fund by the Board of Supervisors, and shall have all of the powers and duties set forth in Code of Virginia Title 42.1, Chapter 2. The Library Board shall have the right to accept donations and bequests of money, personal property, or real estate for the establishment and maintenance of such free public library systems or endowments for the same. Any such property, real or personal, shall be titled in the name of Warren County, Virginia. If such property be money, it shall be deposited with the Warren County Treasurer and owned by Warren County, Virginia.

§ 7-4 Budget; disbursements; records.

- A. It shall be the duty of the Library Board annually, on or before the first day of February of each year, to prepare and submit to the Board of Supervisors, in writing, a proposed budget for the operation of the library system during the following calendar year. No expenditures other than those set forth in the budget as adopted by the Board of Supervisors shall be made by the Library Board.
- B. The Library Board shall keep proper minutes of its meetings and adequate financial records which shall be audited annually.
- C. The Library Board is subject to and shall comply with the Virginia Freedom of Information Act.

This ordinance shall be effective upon adoption.

[Added 12-10-24]

CERTIFICATE

The undersigned Chairman and Clerk of the Board of Supervisors of Warren County, Virginia hereby certify that the foregoing constitutes a true and correct copy of an Ordinance Adding Chapter 7, Library Board, to the Warren County Code of Ordinances at a meeting held on December 10, 2024. A record of the roll-call vote by the Board is as follows:

Name	Aye	Nay	Abstain	Absent
Cheryl Cullers, Chair				
Jay Butler, Vice-Chair				
Vicky Cook				
Richard Jamieson				
John Stanmeyer				

Date: _____

ATTEST:

Clerk of the Board

Chairman, Board of Supervisors



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:
December 10, 2024	K.1.	Contract Renewal - LaBella Associates for Engineering Services
EXPLANATION & SUMMARY: The County has previously solicited and awarded a contract for professional services to LaBella Associates (formerly known as Joyce Engineering), for “Engineering Services” on December 13, 2022. The initial term of the contract was for one year from December 13, 2022 through December 12, 2023, and extended for the second term for one year from December 13, 2023 through December 12, 2024. The contract is renewable for four additional one year terms or until completion of active projects. Staff recommends the Board approve Amendment #2 to the Agreement between the County of Warren, Virginia and LaBella Associates, D.P.C., P.C., ending on December 12, 2025. There are two additional one year term renewals allowed at the expiration of this amendment. COST & FINANCING: There is no request for additional funding for FY24. PROPOSED OR SUGGESTED MOTION: I move that the Board of Supervisors approve Amendment #2 to the Agreement between the County of Warren, Virginia and LaBella Associates, D.P.C., P.C. extending the contract until December 12, 2025. 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 I move that the Board of Supervisors table this request for further discussion.		
SUBMITTED BY:		ATTACHMENTS:
Alisa Scott, Finance Director		1. 2140R2 County Agreement Executed 11.18.24

**AMENDMENT #2
TO THE AGREEMENT BETWEEN
THE COUNTY OF WARREN, VIRGINIA
AND LABELLA ASSOCIATES, D.P.C., P.C.**

THIS AMENDMENT (hereinafter the "Amendment") dated this 18th day of December, 2024, by and between the **County of Warren, Virginia**, a political subdivision of the Commonwealth of Virginia whose address is 220 North Commerce Avenue, Suite 100, Front Royal, Virginia 22630 (hereinafter the "County"), and **LABELLA ASSOCIATES, D.P.C., P.C.**, whose address is 1604 Ownby Lane, Richmond, VA 23220 (hereinafter the "Service Provider")

WITNESSETH:

WHEREAS, the County and Service Provider executed a contract for services, which was effective December 13, 2022 (hereinafter the "Contract"); and

WHEREAS, the Contract is in effect for approximately twelve months, from December 13, 2023 through December 12, 2024; and

WHEREAS, the County has the option of renewing the Contract for three additional one year terms; and

WHEREAS, the County desires to extend the Contract for one (1) additional one (1) year term.

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

1. Contract Term – The Amendment is in effect unless terminated in accordance with the terms of the Contract from December 13, 2024, through December 12, 2025.
2. Renewal – The Contract will be renewable for two additional one-year terms at the option of the County at the expiration of this Amendment.
3. Other Terms of the Contract – All other terms and conditions of the Contract remain in full force and effect.

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

(SEAL)

County of Warren, Virginia

Attest: _____

By: _____

Type Name: _____

Type Name: _____

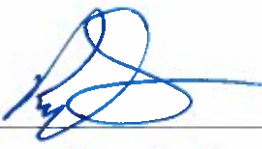
Title: _____

Title: _____

Date: _____

(SEAL)

LaBella Associates, D.P.C., P.C.

Attest:  _____

By:  _____

Type Name: Ryan Smith

Type Name: Jennifer P. Johnson

Title: Technical Consultant

Title: VP/Director

Date: 11/18/2024

Approved as to form:

Jason Ham
County Attorney

November 15, 2024

Mr. Michael Berry
Public Works Director
County of Warren
220 N. Commerce Ave., Ste. 100
Front Royal, Virginia 22630

**Re: Proposal for Professional Consulting Services
Addendum No. 2140R2**

Dear Mr. Berry:

LaBella Associates, D.P.C., P.C. (LaBella) appreciates the opportunity to offer professional consulting services to Warren County. LaBella is submitting this proposal for your review and consideration, which includes a description of the consulting services to be performed (Scope of Services), estimated fees, and service guarantees.

Background

The Warren County Sanitary Landfill (facility) is located in Warren County, Virginia, on State Route 613 approximately 1.5 miles southeast of Bentonville, Virginia. The facility is an unlined, closed municipal solid waste landfill owned and maintained by Warren County. The facility is maintained under Permit Number 184, and most recently amended by the Virginia Department of Environmental Quality (DEQ) on June 28, 2016. The southern two thirds of the landfill was closed prior to the implementation of Federal Subtitle D regulations (42 U.S.C. §§6941 6949a). The northern one third of the landfill was closed in 1994 with a soil cap constructed in compliance with the Virginia Solid Waste Management Regulations (VSWMR). Current waste management operations at the facility are limited to a transfer station located on the eastern portion of the property.

Warren County also operates the Front Royal-Warren County Airport located on Stokes Airport Road, west of Front Royal, Virginia. The airport manages stormwater according to its Stormwater Pollution Prevention Plan (SWPPP) and the stormwater general permit.

The following services will be conducted during the period December 13, 2024, through December 12, 2025.

Task 01 – Groundwater CA Monitoring & Remediation System Maintenance

Scope

As a result of Groundwater Protection Standard (GPS) exceedances, corrective action was implemented at the facility that consisted of a groundwater extraction and treatment system (GETS) to remedy the GPS exceedances of volatile organic compounds (VOCs) on the northeast portion of the facility. The facility permit was amended on January 30, 2004, to include Module XIV (Corrective Action), the CAP, and the Corrective Action Monitoring Plan (CAMP). The system was installed in 2004 and became operational January 14, 2005.

Due to GPS exceedances on the west, northwest, and eastern portions of the facility in 2008 and 2009, a Nature and Extent Study (NES) and Assessment of Corrective Measures (ACM) were submitted and approved by the DEQ. Monitored Natural Attenuation (MNA) and Sorption were considered as



remedies for these portions of the facility. The facility permit was amended on June 28, 2016, to include corrective action for these areas.

Due to GPS exceedances near the northwest corner of the landfill in 2018, an NES delineating the vertical and horizontal extent of these VOCs in MW-9 was submitted to DEQ on February 24, 2020. Based on DEQ comments issued March 12, 2020, a revised CAP was submitted to the DEQ on September 11, 2020, with DEQ issuing comments in its letter of December 18, 2020. A final revised CAP was submitted to the DEQ on May 17, 2023, and is currently under review. This revised CAP was updated to include expansion of the existing GETS to address groundwater impact in the MW-9 area. In June 2022, the three new extraction wells in the MW-9 area came on-line.

The objective of the proposed scope of services is to continue corrective action groundwater monitoring and operations and maintenance of the GETS in accordance with the facility permit, and to continue corrective action monitoring for the remaining groundwater plumes in support of monitored natural attenuation and sorption. The scope of services for this task will include the following activities:

- Collecting two semiannual groundwater samples from the 3 sentinel monitoring wells (NES-1, MW-8D, and the Former Smelser Well) and 5 performance wells (EW-1, EW-2, EW-3, EW-4, and EW-5) associated with the northeast plume and in accordance with the facility permit Module XIV. Additionally, three semiannual groundwater samples will be collected from the corrective action wells associated with the MW-9 area plume: EW-6, EW-7, EW-8, MW-9D, NES-8, NES-8D, NES-9, NES-9D, Lockhart water supply well, and former Fletcher water supply well. Groundwater samples will be analyzed for VSWMR Table 3.1 Column B volatile organic compounds by EPA SW-846 Method 8260B;
- Collecting monthly water samples from the influent and effluent from the GETS in accordance with the facility permit Module XIV and the facility's Virginia Pollutant Discharge Elimination System (VPDES) general permit. Water samples will be analyzed for VSWMR Table 3.1 Column B volatile organic compounds (VOCs) by EPA SW-846 Method 8260B. The effluent will also be monitored in the field for pH, temperature, specific conductance, and turbidity. In addition, quality control samples will be analyzed for VSWMR Table 3.1 Column B VOCs by EPA SW-846 Method 8260B.
- Collecting semiannual groundwater samples from corrective action wells associated with the western, northern, northwestern, and eastern groundwater plumes. Semiannual samples will also be collected from Brown Hollow Creek as part of sentinel monitoring of the eastern groundwater plume. Samples collected from the western and northern corrective action wells will be analyzed for cobalt while samples collected from the northwestern, eastern, and GETS corrective action wells and surface water samples will be analyzed for VSWMR Table 3.1 Column A volatile organic compounds by EPA SW-846 Method 8260B.
- Preparing notification letters to the DEQ within 14 days of receipt of the analytical data packages concerning the exceedance detected in corrective action wells;
- Preparing monthly discharge monitoring reports (DMRs) for County submittal to the DEQ;
- Preparing and submitting a CASE report to the DEQ for operations and maintenance of the GETS during 2024;



- Completing upgrades to the GETS as discussed with County personnel. These upgrades include the installation of remote monitoring capability to allow remote system monitoring and more effective system adjustments; and,
- Performing routine inspections and maintenance of the system, which will be conducted during the monthly sampling events.

Deliverables

- Two routine 14-day notifications to DEQ (if needed).
- One annual CASE report.
- 12 monthly DMRs

Schedule

Corrective action monitoring will be conducted within 150 to 210 days from the preceding corrective action monitoring event, and will likely occur in June 2025, and December 2025. Monthly sampling of the GETS influent and effluent will typically be conducted during the first two weeks of each month. Semiannual corrective action monitoring events (including corrective action monitoring in the GETS area and on the west, north, and east sides of the facility) will be coordinated with the monthly GETS sampling and the compliance monitoring events (see Task 02). The CASE report will be submitted to the DEQ by January 30, 2025.

Limitations

- We assume that no additional constituents will be detected in wells at concentrations exceeding their respective GPS values;
- No catastrophic malfunctions will occur with the GETS;
- It is understood that the scope of services for this task does not include preparation of responses to comments from regulators that may result from their review of the submitted reports;
- We propose to handle responses to regulatory comments under a separate task. Should additional regulatory meetings be required relating to the CASE report, this task can be amended to include those meetings; and,
- Client-generated activities beyond the above scope or in excess of the budget are subject to additional charges billed at hourly rates plus expenses or negotiated fees and may affect the schedule accordingly.

Compensation

Fixed Fee	\$130,000	(To be billed on a percent complete basis.)
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Task 02 – Groundwater Compliance Monitoring

Scope

The facility's groundwater monitoring network consists of one background well (MW-7) located upgradient of the landfill, and seven point-of-compliance wells (MW-1, MW-2, MW-3, MW-5, MW-6, MW-8, and MW-9) located downgradient of the landfill.

The objective of the proposed scope of services is to continue compliance monitoring at the facility in accordance with Module XI of the facility's permit. The scope of services for this task will include the following activities:

- Collecting semiannual groundwater samples from the eight compliance monitoring wells (MW-1, MW-2, MW-3, MW-5, MW-6, MW-7, MW-8, and MW-9) in accordance with the VSWMR. This task will include conducting one VSWMR Table 3.1 Column B groundwater sampling event and two VSWMR Table 3.1 Column A constituents plus Table 3.1 Column B detects [alpha-BHC, delta-BHC, dieldrin, mercury; sulfide; tin; bis(2-ethylhexyl)phthalate; 1,3-dichlorobenzene; diethylphthalate; cyanide; 3&4-methylphenol; and dichlorodifluoromethane] events for the facility. In addition, quality control samples will be analyzed for VOCs corresponding to the appropriate sampling event using the appropriate analytical methods;
- Conducting well gauging for all compliance wells and currently existing corrective action performance and sentinel wells;
- Preparing notification letters for Column B constituents detected in compliance wells during the annual Column B event within 14 days of the date of the analytical data packages;
- Preparing notification letters for GPS exceedances and submitting to the DEQ within 44 days of the date of the analytical data package;
- Preparing the 2024 Annual Groundwater Report for the facility in accordance with the VSWMR, and meeting the reporting deadline as determined in 9VAC20-81-250.E.2.b. The report will include a discussion of the two groundwater monitoring events that occurred in 2024 and the analytical results; a groundwater contour map; an evaluation of the monitoring network; and a completed Annual Report QA/QC Submission Checklist;
- Collecting semiannual water samples from the adjacent Smelser, Fletcher, and Lockhart water supply wells. Each sample will be analyzed for VSWMR Table 3.1 Column A VOCs. Samples will be collected during each semiannual compliance monitoring event; and,
- Preparing and submitting to adjoining landowners a Community Information Sheet (CIS) that summarizes the remedial actions at the facility. The CIS will be submitted by December 30, 2024, in accordance with Permit Module XIV.M.3.

Deliverables

- The 2024 Annual Groundwater Monitoring Report;
- Letter reports to the Lockhart, Fletcher, and Smelser families, with a copy to the County, following each well sampling event;
- CIS issued by December 30, 2024; and,



- Correspondence as necessary.

Schedule

The first semiannual 2025 monitoring event will occur within 150 to 210 days of the preceding semiannual monitoring event, likely in June 2025. The second semiannual 2025 monitoring event will be conducted within 150 to 210 days of the first semiannual 2025 event, likely in December 2025. The 2024 Annual Groundwater Monitoring Report will be submitted to the DEQ, with a copy to the County, within 120 days of the date of the laboratory data package of the second semiannual 2024 monitoring event.

Limitations

- We assume that no additional constituents will be detected in wells at concentrations exceeding their respective GPS values. Any additional Table 3.1 Column B detects would incur additional laboratory costs.
- Client-generated activities beyond the above scope or in excess of the budget are subject to additional charges billed at hourly rates plus expenses or negotiated fees and may affect the schedule accordingly.

Compensation

Fixed Fee	\$50,000	(To be billed on a percent complete basis.)
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Task 03 – Landfill Gas Monitoring and Remediation

Scope

The VSWMR require that each facility has a landfill gas management system to control decomposition gases that result from the biodegradation of organic wastes (9VAC20-81-200). This system is to be designed so that the concentration of methane gas generated by the facility does not exceed 25 percent of the lower explosive limit (LEL) for methane in facility structures (excluding gas control or recovery system components), and the concentration of methane gas at the facility boundary does not exceed the LEL for methane. Gas probes at the facility have detected methane exceeding the LEL. Gas vents and a gas extraction system have been installed as part of a plan to reduce methane concentrations at the facility boundary. Based on recent gas data, continued remedies will be required.

The objective of the proposed scope of service is to provide the County of Warren with professional environmental services related to landfill gas monitoring and remediation as a result of the exceedances of regulatory limits established for methane. The scope of service for this task will include the following activities:

- Conducting quarterly landfill gas monitoring of gas probes GP-9 through GP-25 and on-site structures along with selected passive gas vents. The results will be entered on gas logs and exceedances of the LEL will be reported to the DEQ;
- Maintaining the gas extraction unit (GEU) and associated vents and piping along the eastern edge of the landfill cap; and,



- Maintaining the larger gas extraction unit (GEU) owned by Warren County and associated vents and piping along the northern edge of the landfill cap.

Deliverables

- Gas logs for quarterly monitoring events; and,
- Gas exceedance notifications, if necessary.

Schedule

Quarterly landfill gas monitoring will be conducted concurrently with the monthly GETS sampling events. Methane regulatory limit exceedance notifications will be made verbally to the DEQ within 24 hours of monitoring and via written notice within 5 days of the exceedance event. Methane action level exceedance notification will be made in writing within 5 business days.

Limitations

- Any condensate collected by the two GEUs will require transferring periodically from the unit. It is assumed that landfill personnel will perform this task;
- The large GEU on the western boundary will continue to be used for remediation efforts along the northern boundary of the property. With the relocation of gas probes via expansion of the facility boundary to the west and south, the large GEU is no longer needed on those boundaries. Costs to isolate vacuum from the GEU toward the northern boundary or to relocate the large GEU to a location along the northern boundary are not included under this task; and,
- Client-generated activities beyond the above scope or in excess of the budget are subject to additional charges billed at hourly rates plus expenses or negotiated fees and may affect the task schedule accordingly.

Compensation

Fixed Fee \$30,000 (To be billed on a time and expense basis)

Task 04 – Airport Stormwater Administration and Reporting

Scope

Under this task LaBella will provide Warren County with professional environmental services relating to the management of stormwater monitoring at the Front Royal-Warren County Airport. The visual stormwater monitoring will be conducted by airport personnel. With the most recent VPDES Permit, effective July 1, 2024, the facility is no longer required to collect semiannual samples. The 2024 VPDES permit requires performing quarterly facility inspections to assess conditions and activities that could impact stormwater quality and to evaluate the effectiveness of the control measures. Annual SWPPP training will include training on-site staff in conducting these quarterly facility inspections.

LaBella's services include the following activities:



- Management of the stormwater monitoring program for the Front Royal-Warren County Airport under VPDES Permit No. VAR052326. Under this permit, visual monitoring of the following outfalls is required on a quarterly basis: Outfall 001 and Outfall 002;
- Conduct annual stormwater training for appropriate facility personnel in accordance with SWPPP requirements. The appropriate training form in the SWPPP will be completed;
- Conduct a Non-Stormwater Discharge Assessment and complete the associated form. A signature will be required by a representative of the County;
- Complete one quarterly routine site inspection and the associated form;
- Revisions to the SWPPP as necessary based upon the quarterly site inspections; and,

Deliverables

- One Quarterly Routine Facility Inspection Form;
- SWPPP Training Form;
- Non-Stormwater Discharge Assessment Form; and,
- Revised SWPPP, if necessary.

Schedule

- Quarterly facility inspections – coordinate one inspection during each quarter (July-September, October-December, January-March, and April-June). For any inspections completed by LaBella, the associated forms and any necessary SWPPP revisions will be completed and submitted to the County within 30 days of the site visit;
- SWPPP training and Non-Stormwater Discharge Assessment will be conducted during the 4th quarter 2024. Associated forms will be completed and submitted to the County within 10 business days of the site visit; and,

Limitations

- No analytical sampling will be required under the current VPDES permit.
- County personnel will conduct stormwater visual inspection activities and maintain reports on-site;
- County personnel will conduct three of the quarterly facility inspections;
- The associated fee does not include responding to correspondence from the DEQ or any other activity not described above; and,
- Client-generated activities beyond the above scope are subject to additional charges billed at hourly rates plus expenses or negotiated fees and may affect the task schedule accordingly.

Compensation

Fixed Fee	\$5,000	(To be billed on a time and expense basis)
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Task 05 –General Consulting

Scope

The objective of the proposed scope of service is to provide the County of Warren with professional consulting services regarding the facility other than environmental compliance, corrective action, and landfill gas monitoring/remediation activities. Additional unanticipated engineering-related activities are also included in this task. The scope of service for this task will include, but may not be limited to, the following activities:

- Consultation on an as-needed basis for the environmental compliance management program and engineering issues;
- Performing re-sampling events for groundwater wells
- Performing weekly or monthly gas readings as required following an exceedance;
- Responding to letters and other correspondence from regulatory agencies, or other sources, regarding the environmental program;
- Permit modifications;
- Responding to the DEQ comments on CASE reports;
- Presentations to County Board of Supervisors as requested to update and educate Board members on issues relating to the County’s environmental program and County facilities; and,
- Attending meetings with County staff and/or regulatory agencies to discuss issues relating to the County’s environmental management program or other engineering-related issues.

Deliverables

- Correspondence as necessary.

Schedule

Correspondence will be provide on an as-needed basis.

Limitations

- The estimated fee is not intended to be inclusive of each activity, but rather provide the County with a budget to address concerns or problems as they arise; and,
- Client-generated activities beyond the above scope or in excess of the budget are subject to additional charges billed at hourly rates plus expenses or negotiated fees and may affect the schedule accordingly.

Compensation

Fixed Fee	\$80,000	(To be billed on a time and expense basis)
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Summary Table and Fees for Warren County Annual Services (FY 2025)

Task No.	Description	Amount	
01	Groundwater CA Monitoring and Remediation System Maintenance	Fixed Fee	\$130,000
02	Groundwater Compliance Monitoring	Fixed Fee	\$50,000
03	Landfill Gas Monitoring and Remediation	Fixed Fee	\$30,000
04	Airport Stormwater Administration and Reporting	Fixed Fee	\$5,000
05	General Environmental Consulting	Fixed Fee	\$80,000
TOTAL			\$295,000

We sincerely thank you for this opportunity and we look forward to continuing our relationship with Warren County. If you require additional information or have any questions, please contact me at (804) 355-4520.

Respectfully submitted,

LABELLA ASSOCIATES, D.P.C., P.C.

Jake White, C.E.S.
Technical Scientist



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:
December 10, 2024	K.2.	2025 Board of Supervisors Legislative Initiatives
EXPLANATION & SUMMARY: Below are the 2025 Legislative Initiatives for Warren County, VA which include priority items and other positions in correlation with the State COST & FINANCING: N/A PROPOSED OR SUGGESTED MOTION: I move that the Board of Supervisors approve the 2024 Legislative Initiatives for Warren County Virginia		
SUBMITTED BY:		ATTACHMENTS:
Edwin Daley, County Administrator		1. 2025 Legislative Initiatives

2025 LEGISLATIVE INITIATIVES

WARREN COUNTY, VIRGINIA

Priority Items:

1. **Regional Training Facility** – Warren County Seeks funding for a regional training facility for area law enforcement and Fire and Rescue agencies to include an indoor firearms training and qualification component.
2. **Public Notice** - Warren County supports legislation which allows localities to use their websites and social media accounts, instead of print media, to post legally required advertising for public hearing notices, procurement solicitations, and similar items requiring advertisement in a local newspaper.
3. **Public Meeting Requirements** – Warren County seeks clarity that governing body members can, for informational purposes, attend meetings held on public business matters without public meeting notices so long as the governing body members aren't actively participating in the meeting.
4. **Election Costs** – Warren County supports legislation that would decrease the costs of elections to localities to include primaries, voting equipment, personnel, and voting places.
5. **Funding for Transportation Improvements** – Warren County supports increases State revenue to address transportation needs. This includes increasing needs for new construction and maintenance for existing transportation infrastructure. Such action must address the secondary road needs of counties throughout the Commonwealth, including additional funding for the paving of unpaved roads.

Warren County supports increased funding for local transportation improvements. Due to insufficient funding the SmartScale program is only able to address a fraction of the many worthy projects that are applied for at each application cycle.

Warren County supports the restoration of state recordation tax revenues distributed to counties and cities for use of transportation purposes.

6. **Land Use Regulation and Development** – Warren County supports maintaining and expanding local authority to plan and regulate land use and opposes any legislation that weakens these key local responsibilities. Further, Warren County supports legislation that grants localities additional tools to adequately meet increasing needs for public services driving by new development without burdening current residents with the cost of new growth through increased real estate taxes. Such additional tools may include broad impact fee authority for all counties, and adequate public facilities provisions.

Warren County supports legislation that would allow for increased operating and capital costs incurred by the locality, due to residential growth, to be borne by those creating the need for those costs without being subsidized by existing residents.

7. **VDOT Fund Retention and Distribution** - to the VDOT Superintendent assigned to each county as an additional revenue to be spent on projects by a certain day, be allowed to remain in that individual's budget if due to scheduling of the work to be done cannot be done by deadline. For example, tree and brush trimming and removal along State ROW. If the Boom Axe or sub-contractor for tree cutting are not available before deadline those funds remain for use as soon as services available.

Other Positions:

1. **Funding for State Mandated Positions** – Warren County urges the Commonwealth to meet its full funding obligations to include realistic levels of staffing to enable constitutional offices to meet their responsibilities and limit the need for localities to provide additionally local-funded positions.
2. **Education Funding** – Warren County supports full funding of the Virginia Standards of Quality as recommended by the Board of Education and the Joint Legislative Audit & Review Commission and the Standards of Accreditation. Warren County supports additional funding options for localities for capital and school construction costs, including dedicated local sales and use tax authority.
3. **Reversion of Funds** – Warren County supports the current practice whereby all year-end funds appropriated to the school divisions by the locality revert to the locality, retaining discretion with the governing body to evaluate and approve the reallocation of year-end fund balances.
4. **Unfunded Mandates** – Warren County opposes the enactment of any new mandates on local governments or school system.
5. **Appeals of tax assessments** – Warren County supports preservation of the current appeals processes for real or tangible personal property assessments, including the presumption of correctness and the role the Tax Commissioner with respect to valuation of property.
6. **Sovereign Immunity**- Warren County opposes any substantive change in local governments' ability to present defense of sovereign immunity. Warren County opposes efforts to bring counties under the Virginia Tort Claims Act.
7. **Local Finance** – Warren County supports the authority of county governments to levy and collect revenue from local business taxes.
8. **Medicaid Expansion** – Warren County supports continued state funding for the local costs associated with Medicaid expansion, such as local eligibility workers.
9. **Funding for Jails** – Warren County supports an increase in jail per diem funding levels to better represent the costs of housing inmates and that the per diem be adjusted for inflation.
10. **Pretrial Services** – Warren County supports increased funding for and expansion of pretrial services. If the Commonwealth adopts a funding formula for pretrial services, it must hold harmless the localities currently participating.

- 11. Medical coverage for jail inmates.** – Warren County supports payment of the medical costs of inmates using a cost-effective program jointly funded at the federal and state levels. Currently state and federal law requires that incarcerated individuals lose their full Medicaid coverage, instead, receiving limited coverage to include hospitalization only, while they are in jail. This negatively impacts the locality's contribution to local or regional jail budgets, especially with the increasing numbers of chronically and mentally ill inmates on the rise.
- 12. Solid Waste** – Warren County supports maintaining local authority to regulate solid waste and opposes any effort to interfere with local "flow control" ordinances.
- 13. Regulation of Home-based Businesses** – Warren County opposes any legislation that limits or restricts local authority to regulate home-based businesses, including short-term rentals regardless of whether services or goods are purchased through an online hosting platform.
- 14. Utility Scale Solar-** Warren County supports maintaining local authority to address all impacts and all choices associated with utility-scale projects. Warren County opposes any expansion or extension of the state-mandated tax exemption on local property taxes for solar equipment.
- 15. Regulation of Event Spaces** – Warren County opposes exemptions to local review and enforcement of building, fire, and other health and safety regulations for event and assembly spaces.



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:
December 10, 2024	K.3.	Citizen Re-Appointment - Walter Mabe to the Warren County Social Services Advisory Board, Shenandoah District
EXPLANATION & SUMMARY: All members of the Social Services Advisory Board will: • Act as an advocate, to deliver and promote the message, mission and vision of the Warren County Department of Social Services. • Think and operate proactively to strengthen the safety net protecting vulnerable, at-risk members of our local community. • Optimize the service and support the Warren County Department of Social Services provides to individuals and families on the path to self-sufficiency. Members serve four-year staggered terms and may serve no more than two consecutive terms on the Advisory Board. COST & FINANCING: N/A PROPOSED OR SUGGESTED MOTION: I move that the Board of Supervisors re-appoint Walter Mabe to the Warren County Department of Social Services Advisory Board for a four year term to commence on January 01, 2024 until December 31, 2027.		
SUBMITTED BY:		ATTACHMENTS:
		None



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:
December 10, 2024	K.4.	Fire and Rescue Cancer Protections - Secondary Sets of PPE Initiative
EXPLANATION & SUMMARY: The Department of Fire and Rescue will be seeking approval to purchase secondary sets of personal protective equipment (PPE) in the form of structural turnout gear and support equipment. This would afford the Department to outfit all FTE members a new primary set with the current primary set to become a dedicated secondary set for cancer reduction initiatives. Additional sets would be shelved and made available in a variety of sizes for all PTE and volunteer firefighters access to secondary sets of PPE. This would include approximately 89 sets of PPE. A set will include a coat, pants, hood, gloves and two gear bags. Particulate blocking hoods will be provided to all responders. The total estimated cost per set is \$4,110. COST & FINANCING: \$365,335.37 has been moved from the SLFRF Fund to the Cancer Protection Line for the use of the Department. The Department will utilize these funds to complete this initiative. No new funds are requested for this project. All items purchased will be purchased in accordance with the County of Warren Procurement Policies and related procurement laws by utilizing established contacts with Maryland Fire Equipment as approved by the finance department. PROPOSED OR SUGGESTED MOTION: I move the Board of Supervisors to authorize the Department of Fire and Rescue Service to execute the proposed firefighter cancer protection plan to provide secondary sets of personal protective equipment for all full-time employees and access to secondary sets of personal protective equipment for all part-time employees and volunteer responders in the amount of \$365,335.11.		
SUBMITTED BY:		ATTACHMENTS:
Gerry Maiatico, Assistant Fire Chief		None



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:
December 10, 2024	K.5.	Fire and Rescue EMS Physician - Operational Medical Director
EXPLANATION & SUMMARY: As defined by the National Association of EMS Physicians, EMS Medical Oversight is “the ultimate responsible authority for the medical actions taken by a prehospital provider or EMS system and the process of performing actions to ensure that care provided by EMS personnel is appropriate.” EMS medical oversight is a cooperative effort requiring other physicians, nurses and EMS personnel working together for the EMS system to be effective. The EMS Medical Director is a critical component of the EMS system in Virginia and is frequently recognized as one of the leaders that help set the ‘tone’ for the system. The Department of Fire and Rescue will be exploring moving to a payment of services rendered for the activities provided by the Department EMS Physician - Operational Medical Director. This would be supported by a agreement and contract for services to be presented to the BOS for review and approval. Funds for this program would derive from the Department EMS Cost Recovery Program. A proposed contract for services is attached. This proposed contract has been reviewed and approved by the County of Warren Attorneys Office. COST & FINANCING: Funds for this program would be absorbed into the current fiscal year's cost recovery budget and no new funds are requested. Future budget allocations would be covered by revenues generated from the EMS Cost Recovery Program. For the current fiscal year, anticipated cost are \$18,000 (1/2 year contract) and \$36,000 for a full year in FY26. PROPOSED OR SUGGESTED MOTION: I move the Warren County Board of Supervisors to authorize the County Administrator to execute the County of Warren EMS Physician - Operational Medical Director Agreement to Serve between the County of Warren and T. Preston Bennett, M.D. (DBA: PG Bennett Enterprises LLC) for the terms listed in the agreement.		
SUBMITTED BY:		ATTACHMENTS:
Gerry Maiatico, Assistant Fire Chief		1. County of Warren OMD OEMS Agreement Final 2. OMD Position Requirments - Final

COUNTY OF WARREN

EMS Physician Operational Medical Director Agreement to Serve

This County of Warren EMS Physician Operational Medical Director Agreement to Serve (the “Agreement”); is made and entered into this ____ day of _____, 202__ by and between T. Preston Bennett, M.D. (hereafter “OMD”), and Warren County, Virginia (the “County”), a political subdivision of the Commonwealth of Virginia that has a department of fire & rescue services. The County is responsible for providing EMS transport services and provider affiliation for the County of Warren, Department of Fire and Rescue Services and the associated stations including; Front Royal Station 1, Rivermont Station 2, South Warren Station 3, Linden Station 4, Shenandoah Shores Station 5, Warren County Station 6, Fortsmouth Station 8 and North Warren Station 10 (collectively, and including the County, the “WCFR”).

PURPOSE: To define the obligations and responsibilities of the parties hereto with respect to the provision of medical direction services by WCFR in the Town of Front Royal and Warren County, Virginia.

OMD RESPONSIBILITIES: OMD shall continuously provide leadership to WCFR EMS AGENCY and serve with compensation as its sole medical director and agrees to the following:

1. Meet or exceed the position requirements as outlined in the Warren County Department of Fire and Rescue Services EMS Physician / OMD Position Requirements and the following;
2. Maintain license to practice as a medical or osteopathic physician in Virginia.
3. Maintain current endorsement by the Virginia Office of EMS as EMS Physician.
4. Assume direct responsibility for all EMS activities performed by all EMS personnel performing within the County.
5. Approve all curricula and courses for initial and continuing education for affiliated EMS providers. Serve as Physician Course Director (PCD) as needed.
6. Take and/or recommend appropriate remedial/corrective actions for affiliated EMS personnel consistent with state, regional, and local EMS policies that may include, but are not limited to: counseling, retraining, testing, suspension, probation, and in-hospital or field internships.
7. Serve as the Supervising Practitioner of the County Controlled Substance Regulation / Medication Exchange Program.
8. Participate in the regional medical directorate as possible.
9. Serve as liaison between the hospital personnel and pre-hospital EMS providers.
10. Establish rules pertaining to the proper delivery of patient care by the WCFR.
11. Allow providers direct contact through the County chain of command, to access the OMD for discussion.
12. Be available through electronic or telephone contact for contact with WCFR.
13. Contribute a total of twenty hours per month; 10 hours of “In-Person” in direct contact with the County, its providers and leadership team in administration, in station or field time for the advancement of the emergency medical response system and 10 hours of remote work (online, telephone/virtual meetings/consultations, policy/procedure/protocol development/review, etc.)

AGENCY RESPONSIBILITIES:

1. The County agrees that during the term of this Agreement, it will meet and maintain all requirements to maintain its status as an EMS Agency licensed by the Virginia Department of Health (VDH), Office of EMS.

2. The County shall make available to the OMD all records and documents pertaining to its EMS operations.
3. The County shall perform QI/QA reviews and report findings to the OMD at least quarterly to ensure provider knowledge, skills and proficiency are maintained.
4. The County reviews and investigates complaints and recommends/delivers disciplinary/corrective actions in conjunction with the OMD. Cases that may involve regulatory violations may be referred to the Virginia Office of EMS for further review/investigation.
5. The County shall comply with local and state policies/rules with respect to all EMS operations.

AGREEMENT TERMS:

1. This Agreement shall be effective upon its execution and shall continue for a period of one year. This Agreement shall automatically renew from year to year at the same terms until terminated by either party. Parties shall review this agreement and terms after the first six months upon implementation.
2. Termination of this Agreement by either party may occur with 30 days written prior notice.
3. Material breach by the County or OMD involving violation of laws, rules or regulations is grounds for material breach and potential immediate termination/withdrawal of medical direction.
4. OMD may be listed as an affiliate or associate member of the County for civil liability reasons.
5. OMD shall provide and maintain medical malpractice insurance and protection from civil claims with limits equaling or exceeding the Virginia medical malpractice cap and, in addition, the punitive damage cap, as it may be amended from time to time. Reasonable proof of such insurance shall be provided by the OMD to the County upon request.
6. The laws of the Commonwealth of Virginia shall govern the validity and interpretation of the provisions, terms and conditions of the Agreement.
7. The County shall provide the OMD Compensation in the sum not to exceed \$36,000 annually. The OMD shall submit an invoice to the County on a quarterly basis requesting payment for services rendered for a sum of \$150.00 per hour. The OMD shall include a breakdown of services rendered for the respective quarter.

IN WITNESS WHEREOF, the undersigned parties hereto have made and executed this County of Warren, EMS Physician Operational Medical Director Agreement on the day and year indicated.

COUNTY OF WARREN, VIRGINIA

BY: _____
Edwin C. Daley, County Administrator

Date

T. PRESTON BENNETT, M.D.

BY: _____
T. Preston Bennett, M.D.

Date

APPROVED AS TO FORM:

Jason J. Ham, County Attorney

Warren County Department of Fire and Rescue Services

EMS Physician / OMD Position Requirements

Position Title:	EMS Physician – Operational Medical Director
Position Description Date:	November 2024

General Summary:

This position will serve as an independent contractor for the Warren County Department of Fire and Rescue Services, including all volunteer agencies, (WCFR) in accordance with the County of Warren EMS Physician / OMD – Agreement to Serve (Agreement).

Major duties:

Depending on area of assignment, duties include a combination of some or all of the following:

- Provides medical supervision of the WCFR EMS and Fire Response Programs in direct consultation with the Department's Leadership.
- Leads and manages the WCFR medical operations in accordance with the Agreement.
- Provides oversight in the direct medical services to patients through the EMS and Fire treatment and transportation services offered by WCFR.
- Serves as a medical subject matter expert and WCFR liaison.

Major Duties/Examples of Specific Tasks:

Duties include a combination of some or all of the following:

Leads and manages the WCFR medical operations by providing the following services to WCFR:.

- Performs professional quality assurance review of Emergency Medical Services (EMS) medical records and care provided for WCFR.
- Develops new medical programs, operations and applications to improve the delivery of Fire/EMS care in the County.
- Develops and delivers continuing medical education content for EMS providers and Advance Practice Paramedics.
- Provides online direct medical control and consultation as needed (includes approving procedures outside of EMS protocols).
- Researches, develops and approves EMS medical protocols.
- Provides direct final evaluation and approval of EMS medical providers in training.
- May represent WCFR on local, state, national and international medical Boards.
- Interfaces as the representatives from local, regional and/or state committees and personnel regarding medical operations and planning.
- Addresses WCFR Leadership, County Administrator and/or the County Board as requested regarding EMS and County Medical operations.
- Addresses public news, television and journalistic sources as requested by WCFR PIO regarding EMS and County Medical operations.
- Provides real-time in-person and/or online (phone) medical consultation for EMS medical providers actively engaged in patient care.
- Provides direct medical care and medical command on scene when required for operationally complex patients and specialized operational scenarios including:
 - Intentional mass casualty events
 - Hazardous materials mass casualty
 - Complex Hazardous materials events
 - Explosive mass casualty events
 - Complex Technical rescue events
 - Specialized Weapons and Tactics (SWAT) operations as it related to EMS Services
 - Civil Disturbance events

Serves as the Supervision Practitioner for the WCFR Medication Exchange Program and perform duties in accordance with the Virginia Board of Pharmacy and the Drug Enforcement Administration as a medical subject matter expert and County liaison as outlined in the Agreement.

Supervision:

<u>Received:</u>	Direction - Work assignments are completed with negligible advice or review from the immediate supervisor.
<u>Given:</u>	General supervision - Regularly reviews completed work assignments; instructs employees in the disposition of unusual or out-of-the-ordinary events.

Working Conditions:

- The position is authorized to work in both "in person" and "remote" as outlined in the Agreement.
- The position must be available to work after hours and in emergency situations based on assignment.
- This position may be exposed to infectious diseases.

Physical Requirements:

- Light Work: Exerting up to 20 pounds of force occasionally and/or negligible amount of force constantly to move objects. If the use of arm and/or leg controls requires exertion of force greater than that for Sedentary Work and the worker sits most of the time, the job is rated for light work.

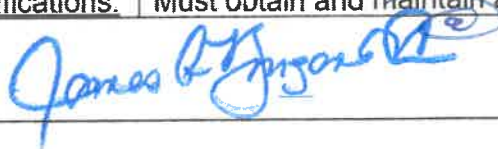
Minimum Qualifications:

Knowledge, Skills and Abilities:

- Extensive knowledge of medical theory and practice.
- Extensive knowledge of various medical diagnostic procedures.
- Extensive knowledge of effects and usage indications of medications.
- Reading comprehension to read technical materials.
- Problem solving skill to gather relevant information to solve vaguely defined practical problems.
- Writing skills to compose and edit reports, proposals, procedures, policies, recommendations, etc.
- Interpersonal skills to resolve complaints, maintain liaison, and speak in public.
- Ability to use computer programs and applications to complete work.
- Arithmetic skills to add, subtract, multiply, or divide decimals or fractions and calculate percentages.
- Ability to perform physical examinations, laboratory tests and diagnostic procedures.
- Ability to assess medical records and results of tests.

<u>Education:</u>	Completion of the requirements for graduation with an M.D. or an osteopathic physician from an accredited college or university;
<u>Experience:</u>	Completion of an approved three-year residency
<u>Licenses/Certifications:</u>	Must obtain and maintain a state medical license

Approved: _____



Date: _____

12/05/2024



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:
December 10, 2024	K.6.	Contract Renewal - H B Henry Construction, LLC
EXPLANATION & SUMMARY: The County has previously solicited and awarded a contract for professional services to H B Henry Constructions, LLC, for Snow Removal Services on January 18, 2024. The initial term of the contract was for one year from January 18, 2024 through January 17, 2025. The contract is renewable for four additional one year terms. Staff recommends the Board approve Amendment #1 to the Agreement between the County of Warren, Virginia and H B Henry Construction, LLC, ending on January 17, 2026. There are three additional one year term renewals allowed at the expiration of this amendment. COST & FINANCING: As-needed basis PROPOSED OR SUGGESTED MOTION: I move that the Board of Supervisors approve the Contract for snow removal services. 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 I move that the Board of Supervisors table this request for further discussion.		
SUBMITTED BY:		ATTACHMENTS:
Mike Berry, Public Works Director		1. First Amendment to HB Henry Contract - 2025 2. H B Henry Construction Contract - 2024

**AMENDMENT #1
TO THE AGREEMENT BETWEEN
THE COUNTY OF WARREN, VIRGINIA
AND H B HENRY CONSTRUCTION, LLC**

THIS AMENDMENT (hereinafter the "Amendment") dated this ____ day of _____, 202__, by and between the **County of Warren, Virginia**, a political subdivision of the Commonwealth of Virginia whose address is 220 North Commerce Avenue, Suite 100, Front Royal, Virginia 22630 (hereinafter the "County"), and **H B HENRY CONSTRUCTION, LLC**, whose address is 175 Hugh Henry Ln., Front Royal, VA 22630 (hereinafter the "Service Provider")

WITNESSETH:

WHEREAS, the County and Service Provider executed a contract for services, which was effective January 18, 2024 (hereinafter the "Contract"); and

WHEREAS, the Contract was in effect for approximately twelve months, from January 18, 2024 through January 17, 2025; and

WHEREAS, the County has the option of renewing the Contract for four additional one year terms; and

WHEREAS, the County desires to extend the Contract for one additional one year term.

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

1. Contract Term - The Amendment is in effect unless terminated in accordance with the terms of the Contract from January 18, 2025, through January 17, 2026.
2. Renewal - The Contract will be renewable for three additional one year terms at the option of the County at the expiration of this Amendment.
3. Payment - The County shall pay the Service Provider based on the Compensation and Method of Payment of the Contract.

4. Other Terms of the Contract - All other terms and conditions of the Contract remain in full force and effect.

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

(SEAL)

County of Warren, Virginia

Attest: _____

By: _____

Type Name: _____

Type Name: _____

Title: _____

Title: _____

Date: _____

(SEAL)

H B HENRY CONSTRUCTION, LLC

Attest: _____

By: _____

Type Name: _____

Type Name: _____

Title: _____

Title: _____

Date: _____

Approved as to form:

Jason Ham
County Attorney

CONTRACT FOR SNOW REMOVAL SERVICES

THIS CONTRACT FOR SNOW REMOVAL SERVICES (the "Contract") is made and entered on the date that all parties have executed this Contract, and is by and between **THE COUNTY OF WARREN, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, whose address is 220 N. Commerce Avenue, Suite 100, Front Royal, Virginia 22630 (the "County"), and **H B HENRY CONSTRUCTION LLC** whose mailing address is 175 Hugh Henry Lane, Front Royal, Virginia 22630 and whose Employer ID Number is 20-2102680 (the "Service Provider").

W I T N E S S E T H :

That for and in consideration of the mutual promises contained herein, the County agrees to purchase and the Service Provider agrees to provide the following described services:

The Service Provider shall provide all labor, equipment and materials necessary to remove snow on an as-needed basis on the roads, parking lot, fire lane to the lake, mailbox area and bus turnaround in the Lake Front Royal Sanitary District in Warren County, Virginia in accordance with the following plans and specifications prepared by Michael Coffelt:

- (1) The Service Provider shall make available to Warren County the contracted equipment as a priority over any other snow removal operations off-site. The equipment shall report at the time and place requested by the Public Works Director or designee of Warren County to perform snow removal operations as instructed in the Lake Front Royal Sanitary District.
- (2) During the times the Service Provider has been placed at Lake Front Royal for snow removal operations, the Service Provider shall not perform or offer to perform any snow removal operations at the direction of private individuals or organizations.
- (3) The Service Provider shall be aware of inclement weather forecasts and advisories; Service Provider will be given at least two hour lead time when called in to report to the site. When inclement weather is forecast in advance the Public Works Director or designee will be in contact with the Service Provider to discuss mobilization.
- (4) Service Provider's manager/crew leader shall have the ability to communicate in English. Manager/crew leader

shall have the ability to communicate with the Public Works Director and crew members throughout the Sanitary District and direct operations.

- (5) The Service Provider shall furnish and have available sufficient operators to insure a continuous operation of snow removal as directed by the Public Works Director or designee of Warren County.
- (6) In the event a piece of equipment is down or unable to perform operations, equipment substitutions will only be considered for like equipment and unit price at the discretion of the Public Works Director or designee of Warren County.
- (7) Warren County and the Public Works Director reserves the right to determine the most effective method of responding to a snow removal event and to solely utilize its own equipment and or call in selected contracted equipment according to need as determined by the Public Works Director or designee of Warren County.
- (8) All equipment shall be properly licensed or registered in accordance with the laws of the jurisdiction where the vehicle is stored/housed.
- (9) Any equipment that fails to meet the requirements listed or that becomes inoperable or unable to perform a useful function shall be deemed ineligible for payment and removed from operations.
- (10) All equipment shall have visible lights, amber strobe or rotating lights, and warning devices at all times.
- (11) The Service Provider shall provide all necessary attachments (plows, spreaders etc.) for snow removal operations. The Service Provider shall provide tire chains. The Sanitary District will not provide equipment or attachments for Service Provider's use.
- (12) If a vehicle breaks down, gets stuck or for any other reason becomes inoperable the Service Provider shall immediately notify the Public Works Director or designee of Warren County. The Service Provider shall provide repairs and towing or recovery and no payment shall be made until the vehicle is back in operating condition.
- (13) All operators shall be properly licensed in accordance with the laws of the jurisdiction where the operator resides to operate the equipment they are assigned to.
- (14) Any damage to existing utilities, signs, private property or other common properties shall be repaired in a timely manner at the Service Provider's expense.
- (15) The Service Provider shall be responsible for resolution of any and all claims. Claims made to Public Works Director or designee as a result of the Service Provider's work will be referred to the Service Provider for handling.

1. Place of Service Performance/Delivery:

Service Provider will remove snow/ice from the community parking lot, mailbox area, fire lane to the lake, school bus turnaround, and all roads on the attached Lake Front Royal Sanitary District map in Warren County, Virginia.

2. Time of Service Delivery:

The Service Provider will report to Lake Front Royal Sanitary District after notice from the Public Works Director or designee. The Service Provider shall be given at least two hours of lead time before reporting to Lake Front Royal.

3. Term of Contract: This Contract shall be in effect for a term of one year commencing upon **the date of final execution of this Contract and for a term of one year.**

The County has the option of renewing the contract for up to four (4) additional years.

4. Payment:

A) The County shall pay to the Service Provider the following rates for snow/ice removal with the snow measurement to take place at the lower intersection of Mountain Heights Road and High Ridge Road:

- i) 1" - 6" Snow/Ice -- \$735.00
- ii) 6" - 12" Snow/Ice - \$1234.00
- iii) 12" - 18" Snow/Ice - \$1878.00
- iv) 18" -24" Snow/Ice - \$2888.00
- v) 24" and over - \$2888.00 plus \$100.00/inch base price plus hourly rate in

accordance with the attached equipment hourly rates.

B) The County shall pay to the Service Provider the following rates for supplemental services:

- (i) Price per load to furnish and spread #8 aggregate plus 5% salt through an automated spreader - \$350.00 per load
- (ii) Price per hour for foreman and 4X4 truck to monitor road conditions and operations - \$150.00/hour
- (iii) Price per hour for track loader and operator - \$200.00/hour

- (iv) Price per hour for loader/backhoe and operator - \$150.00/hour
- (v) Price per hour for track skid steer and operator - \$150.00/hour
- (vi) Price per hour for chainsaw and operator for tree/brush removal - \$40.00/hour

All fuel, labor costs, equipment costs, operational costs, and mobilization costs are included in the base and hourly rates. The Service Provider shall furnish monthly invoices to the County for services rendered if any work has been performed. The County shall forward a check to the Service Provider at the mailing address indicated above within forty-five (45) days of the receipt of such invoice.

5. **Payment of Subcontractors:** The Service Provider shall promptly pay each Subcontractor providing labor or furnishing material for the Work, upon receipt of payment from the County, out of the amount paid to the Service Provider on account of Subcontractor's work, the amount to which said Subcontractor or supplier is entitled, reflecting the percentage actually retained, if any, from payments to the Service Provider on account of such Subcontractor's work. The Service Provider shall, by an appropriate agreement with each Subcontractor, also require each Subcontractor to make payments to his Subcontractors in similar manner. The County has no obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.

No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Service Provider desires to subcontract some part of the work specified in the contract, the Service Provider shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Service Provider shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the contract.

6. **Work Delays:**

A. The time during which the Service Provider is delayed in the performance of the Work, by the acts or omissions of the County, the County or their employees or agents, acts of God, unusually severe and abnormal climatic conditions, fires, floods, epidemics, quarantine restrictions, strikes (not to exceed the actual duration of the strike), riots, civil commotions or freight embargoes, or other conditions beyond the Service Provider's control and that the Service Provider could not reasonably have foreseen and provided against, shall be added to the Time of Service Delivery; provided, however, that no claim by the Service Provider for an extension of time for delays will be considered unless made in compliance with the requirements of this Paragraph and other provisions of the Contract Documents.

B. The Service Provider shall not be entitled to and hereby expressly waives any extension of time resulting from any condition or cause unless said request for extensions of time is made in writing to the County within seven days of the first instance of delay.

7. Labor and Materials:

A. Unless otherwise provided in the Contract, the Service Provider shall provide and pay for all labor, materials, equipment, supplies, tools, construction equipment and machinery, heat, utilities, transportation, and other facilities and services necessary or proper for or incidental to the execution and completion of the Work required by and in accordance with the Contract and any applicable code or statute, whether specifically required by the Contract, or whether their provision may reasonably be inferred as necessary to produce the intended results, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Final Payment will not be made until the Work is so completed.

B. Whenever materials or equipment are specified or described in the Contract by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier, or distributor, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or

distributors may be accepted by the County if sufficient information is submitted by the Service Provider to allow the County to determine that the material or equipment proposed is equivalent to that name.

C. Requests for review of substitute items of material and equipment will not be accepted by the County from anyone other than the Service Provider. If the Service Provider wishes to furnish or use a substitute item of material or equipment, the Service Provider shall make written application to the County for acceptance thereof, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified, and be suited to the same use and capable of performing the same function as that specified.

8. **Warranty:** The Service Provider guarantees and warrants to the County all work as follows:

A. That all Work will be first-class quality and free of omissions and faulty, poor quality, imperfect or defective materials or workmanship;

B. That the Work, including but not limited to, mechanical and electrical machines, devices and equipment shall be fit and fully usable for its intended and specified purpose and shall operate satisfactorily with ordinary care;

9. **Differing Site Conditions:**

A. The Service Provider shall promptly, and before the conditions are disturbed, give written notice to the County of (a) subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract Documents, or (b) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract and which were not reasonably anticipated.

B. The County shall investigate the site conditions promptly after receiving the notice. If the conditions materially differ and cause an increase or decrease in the cost or time of performance, the Parties shall enter an appropriate Change Order.

C. No request by the Service Provider for a Change Order under this Paragraph shall be allowed, unless the Service Provider has given the required written notice.

D. No request by the Service Provider for a Change Order under this Paragraph shall be allowed if made after final payment under the Contract.

10. **Services Rendered:** Service Provider shall perform all services to be rendered pursuant to this Contract at the location specified above.

11. **Licenses and Permits:** Service Provider agrees that it has procured all licenses, permits, or other like permission required by law to conduct or engage in the activity provided for in this Contract; that it will procure all additional licenses, permits, or like permission required by law during the term of this Contract; and that it will keep such licenses, permits, and permissions in full force and effect during the term of this Contract.

12. **Independent Contractor:** Service Provider understands and agrees that the relationship of service provider to the County arising out of this Contract shall be that of independent contractor. It is understood that neither the Service Provider, or its staff and employees, are employees of the County and are, therefore, not entitled to any benefits provided employees of the County. Service Provider shall be responsible for reporting and accounting for all State, Federal, Social Security, and local taxes where applicable.

13. **Non-Discrimination:** During the performance of this agreement Service Provider agrees that Service Provider will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or natural origin except where religion, sex, or natural origin is a bona fide occupational qualification reasonably necessary for the normal operation of the Service Provider. Service Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the

provisions of this non-discrimination clause. Service Provider in all solicitations or advertisements for employees placed by or on behalf of Service Provider will state that Service Provider is an equal opportunity employer. Service Provider will include the provisions of this paragraph in every sub-contract or purchase order of over \$10,000.00 so that the provisions will be binding upon each sub-contractor or vendor. **The County of Warren does not discriminate against faith-based organizations.**

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

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

15. **Compliance with Immigration Laws:** The Service Provider agrees and represents that it does not now, nor will it during the performance of this contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

16. **Service Provider Authorized to Transact Business in Virginia:** During the performance of this contract, the Service Provider agrees to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia (1950), as amended, or as otherwise required by law.

17. **Termination for Cause:** This Contract may be terminated by the County upon ten days written notice to the Service Provider to the address first named above in the event of substantial failure or default of the Service Provider to perform in accordance with the terms hereof through no fault of the County's.

18. **Termination for Convenience:** The obligation to provide further services under this Contract may be terminated by the County for its convenience and not for cause upon ten days written notice. Service Provider shall be compensated for work performed through the date of termination and for termination expenses, including any expenses directly attributable to termination and for which Service Provider is not otherwise compensated. Termination expenses shall not, however, include lost profits on services not performed as a result of such termination for convenience.

19. Claims and Disputes:

A. Should the Service Provider suffer injury or damage to person or property because of any act or omission of the County or of any of its employees, agents or others for whose acts either is legally liable, claim shall be made in writing to the County within seven days after the first observance of such injury or damage; otherwise, the Service Provider shall have waived any and all rights he may have against the County, or its employees, representatives and agents.

B. A claim by the Service Provider shall be made in writing and submitted to the County Administrator, who shall produce his decision in writing and mail or otherwise furnish a copy thereof to the Service Provider.

C. This decision shall be final and binding unless within thirty (30) days from the date of such decision, an appeal is made to the County Board of Supervisors pursuant to Section 15.2-1246 et seq. of the Code of Virginia (1950), as amended.

20. **Notice:** Any notice which is required to be given, or which may be given under this Contract, shall be sent to those mailing addresses noted in the first paragraph of this Contract.

21. **Non-Assignability:** Service Provider understands that this Contract is a contract with the personal services of Service Provider and that it is made by the County in reliance on Service Provider's personal skills and knowledge in the activity to be conducted and as represented by Service Provider. Accordingly, this Contract is non-assignable by Service Provider without the express written advance permission of the County.

22. **Entire Contract:** This Contract constitutes the entire agreement between the parties pertaining to the subject matter of this Contract and supersedes all prior or contemporaneous agreements and understandings of the parties in connection with the subject matter. No modification of this Contract shall be effective unless made in writing and signed by both parties.

23. **Indemnification:** Service Provider agrees to defend, indemnify and hold harmless the County for any and all actions, claims or disputes that may arise as a result of Service Provider's negligence, any sub-Service Provider's negligence and/or any joint negligence of the County, Service Provider, or sub-Service Provider.

24. **Standard of Care:** Service Provider shall perform the services herein described expeditiously and diligently and in accordance with the standard of care and skill ordinarily exercised under similar conditions by reputable members of its profession or trade practicing in the same or similar locality within the Commonwealth of Virginia existing as of the date such services are provided and in accordance with all applicable laws, codes, and regulations in effect as of the date such services are provided.

25. **Amendments:** This Agreement may be altered, modified or amended only by written instruments signed by both parties.

26. **Severability:** If any portion of this Agreement shall be adjudged as invalid or illegal, it shall be severable leaving the balance of this Agreement intact.

27. **Enforcement:** This Contract shall be governed by the laws of the Commonwealth of Virginia. Any action maintained by either party for the enforcement or interpretation of the terms of this Contract shall be filed in the courts of Warren County, Virginia.

28. **Insurance and Amount of Insurance Required:**

Contractor's General Liability:	\$1,000,000 per occurrence \$2,000,000 aggregate
Products, Completed Operations Aggregate:	\$1,000,000
Automobile Insurance, Combined Single Limit:	\$1,000,000
Workers Comp:	Virginia statutory requirements

All policies must name Warren County, Virginia as additional insured and must contain provisions preventing cancellation, non-renewal or expiration unless written notice is given to the County at least thirty days in advance.

29. **Additional Terms and Conditions:** The following terms are made a part of this Contract and are incorporated herein:

A. The Contract Documents - The Contract Documents include this Contract for Snow Removal Services, the Plans and Specifications for the Project, Bid Proposal form, Equipment Hourly Pricing list, Lake Front Royal Sanitary District Road Map and all Modifications issued after execution of this Contract. These documents form the Contract, and are as fully a part of the Contract as if attached to this Contract.

IN WITNESS WHEREOF, the undersigned parties hereafter have made and executed this
Contract for Snow Removal Services as the day and year first above written.

(SEAL)

COUNTY OF WARREN, VIRGINIA

BY: Edwin C. Daley
Type Name: Edwin Daley
Title: County Administrator
Date: 1/18/2024

Attest: [Signature]
Type Name: Zach Henderson
Title: Deputy Clerk
Date: 1/18/24

(SEAL)

H B HENRY CONSTRUCTION LLC

BY: Owner [Signature]
Type Name: Hugh Henry
Title: Owner
Date: 1/12/24

Attest: Kimberly Henry
Type Name: Kimberly Henry
Title: Buyer
Date: 1/17/24

APPROVED AS TO FORM:

[Signature]
Jason Ham,
COUNTY ATTORNEY



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:
December 10, 2024	K.7.	Authorization to Advertise for Public Hearing CUP2024-11-01 - Amber R Jones - Short-Term Tourist Rental

EXPLANATION & SUMMARY:

See attached application and staff report.

General standards/conditions. In addition to the specific standards set forth hereinafter with regard to particular conditional uses, all such uses shall satisfy the following general standards:

- (1) The proposed use at the specified location shall be in harmony with the adopted Comprehensive Plan.
- (2) The proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.
- (3) The proposed use shall be such that it will be harmonious with and will not adversely affect the use or development of neighboring properties in accordance with the applicable zoning district regulations and the adopted Comprehensive Plan. The location, size and height of buildings, structures, walls and fences and the nature and extent of screening, buffering and landscaping shall be such that the use will not hinder or discourage the appropriate development and use of adjacent or nearby land and/or buildings or impair the value thereof.
- (4) The proposed use shall be such that pedestrian and vehicular traffic associated with such use will not be hazardous or in conflict with the existing and anticipated traffic in the area.
- (5) Adequate utility, drainage, parking, loading and other necessary facilities to serve the proposed use shall be provided.
- (6) In determining whether or not to grant a permit and in determining conditions to be imposed, the governing body shall take into consideration the objectives and intent of this chapter and may impose reasonable conditions that:
 - (a) Abate or restrict noise, smoke, dust or other elements that may affect surrounding properties.
 - (b) Establish setback, side and front yard requirements necessary for orderly expansion and to prevent traffic congestion.
 - (c) Provide for adequate parking and ingress and egress to public streets or roads.
 - (d) Provide adjoining property with a buffer or shield from view of the proposed use if such use is considered to be detrimental to adjoining property.
 - (e) Prevent such use from changing the character and established pattern of development of the community.

PLANNING COMMISSION STATUS

The Planning Commission will hold a public hearing for this item on Wednesday, December 11th. Planning Staff will update this section prior to the public hearing before the Board of Supervisors.

RECOMMENDED CONDITIONS:

Planning Staff is recommending the following conditions be added to this conditional use permit if the Planning Commission chooses to recommend approval of this permit to the Board of Supervisors:

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 the system capacity as determined by the Health Department permit per Warren County Code §180-56.4B. The Certificate of Zoning shall only be issued with approved Health Department records.
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 serviced every five years as recommended by the Health Department and a copy of the service invoice shall be provided to the Planning Department.

COST & FINANCING:

N/A

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors authorize the proposed conditional use permit request for advertisement for a public hearing.

SUBMITTED BY:	ATTACHMENTS:
Kelly Wahl , Planner	1. Staff Report 2. Statement of Justification 3. CUP Application 4. Property Management Plan 5. Building Inspections Comments 6. Health Department Comments 7. CUP Location Map



Conditional Use Permit: 2024-11-01/ Short-Term Tourist Rental

Amber R Jones, *Current Owner/ Applicant*

Prepared: October 21, 2024

Staff Contact: Kelly A Wahl, Planner

SUMMARY OF REQUEST

The applicant is requesting a conditional use permit for a short-term tourist rental for the property she inherited from her father. The applicant would like to make the property available for short-term lodging for visitors seeking to experience Warren County while she and her family are not using the property. The property will be managed by the applicant, Amber R Jones.

PROPERTY INFORMATION

Property Location: 151 Valley Road
Tax Map ID: 30C--1-2--17
Magisterial District: Happy Creek
Subdivision: Green Hill Forest

City: Front Royal
Zoning: Agricultural (A)
Acreage: 5.00 Acres
Existing Land Use: Single-Family Dwelling

SURROUNDING ZONING DISTRICTS & USES

North: Agricultural (A)
South: Agricultural (A)
East: Agricultural (A)
West: Agricultural (A)

Use: Single Family Dwelling/ Woodlands
Use: Single Family Dwelling/ Woodlands
Use: Single Family Dwelling/ Woodlands
Use: Single Family Dwelling/ Woodlands

PROPERTY HISTORY

No previous conditional use permits have been issued for the subject property for land uses in the Agricultural (A) zoning district. There are currently no active conditional use permits for a Short-Term Tourist Rental in the Green Hill Forest Subdivision. The dwelling was constructed in 1981. The property owner was issued a notice of violation in September of 2024 for advertising/operating a Short-Term Tourist Rental without a Conditional Use Permit on Property Zoned Agricultural (A).



COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The Future Land Use Map in the Comprehensive Plan identifies this area to be used for agricultural and residential land uses. A short-term tourist rental is a use allowed by conditional use permit in the Agricultural (A) zoning district and is compatible with the current Warren County Zoning Ordinance.

SUPPLEMENTARY REGULATIONS
Warren County Zoning Ordinance: § 180-56.4: Short-term tourist rentals.

- A. Upon approval of a conditional use permit by the Warren County Board of Supervisors, the owner of a dwelling unit to be used for a short-term tourist rental shall apply and receive a certificate of zoning from the Planning Department prior to utilizing the dwelling unit as a short-term rental. 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, if applicable. Warren County may revoke a permit for repeated noncompliance with these performance standards. **If the conditional use permit request is approved, the applicant will complete a post-approval process to verify compliance with the supplementary regulations for short-term tourist rentals and any conditions placed on the conditional use permit.**
- B. The maximum number of occupants in the dwelling unit shall be determined according to permit approval received by the Warren County Health Department; however, the maximum number of occupants shall not exceed 10. **There is a Health Department operation permit approving a maximum of six (6) occupants for the three-bedroom dwelling.**
- C. Parking for the use shall be located in driveways or other designated and approved parking areas. The parking of vehicles is prohibited in or along all rights-of-way and in yards. **The submitted PMP states parking is limited to six vehicles in the driveway.**
- D. Property boundaries, or limitations within the property's boundaries where transients are allowed, must be clearly marked at all times. **Planning staff will request photos of property boundary markers as part of the post-approval process.**
- E. There shall be no visible evidence of the conduct of such short-term tourist rental activity other than one nonilluminated identification sign. Maximum sign area: four square feet. **The submitted application indicates that no sign will be installed.**
- F. A fire extinguisher shall be provided and visible in all kitchen and cooking areas; smoke detectors shall be installed in all locations as identified in the Uniform Statewide Building Code, and a carbon monoxide detector must be installed on each floor in every dwelling. **The applicant shall apply for a change of use building permit as part of the post-approval process to ensure the dwelling meets the current code requirements for fire protection systems. The certificate of zoning will only be issued after the applicant has passed the final inspection for the change of use building permit.**
- G. The owner of a dwelling used for short-term tourist rentals shall give the County written consent to inspect any dwelling used for short-term rental to ascertain compliance with all of the above performance standards upon a 24-hour notice. **The applicant shall submit such consent in writing prior to issuance of a certificate of zoning.**
- H. A property management plan (PMP) demonstrating how the short-term tourist rental will be managed and how impacts to neighboring properties will be minimized shall be submitted for review and approved by Planning Department staff as part of the initial conditional use permit application. The plan shall include local points of contact primarily located within 30 miles of the property used for short-term rentals available to respond immediately to complaints, clean up garbage, manage unruly tenants, utility issues, etc. The plan shall include an emergency evacuation plan for the dwelling and neighborhood. It shall also be posted in a visible location in the short-term rental. The contact numbers shall be provided to county staff, public safety officials, and if applicable, the HOA/POA of the subdivision. The plan must be provided as a part of the rental contract. A copy of Chapter 123 of the Warren County Code relative to noise must be provided at the short-term tourist rental dwelling. **The PMP has been provided and reviewed by Planning staff. The property manager, Amber R Jones, lives within the required 30-mile distance from the property.**
- I. If the property is located within a subdivision governed by a Home Owners Association/Property Owners Association, the Planning Department must request comments and any recorded restrictive covenants which expressly prohibit short-term tourist rentals from the HOA/POA as part of the conditional use permit process. **The subject property is located within a subdivision governed by an HOA and the applicant stated the Green Hill Forest Homeowners Association has expressed no objections and will provide a letter of support.**

- J. The short-term tourist rental shall have a “land-line” with local phone service if such service is reasonably available. If “land line” service is not reasonably available, the short-term tourist rental shall have some other form of telecommunication that is able to place and receive telephone calls and which is capable of providing Enhanced 911 (E911) service. The phone number servicing the short-term tourist rental shall be included in the property management plan. **Planning staff will verify the landline phone is in service with the phone number added to the PMP prior to issuance of a certificate of zoning.**
- K. Outdoor burning and use of fireworks by transient guests shall be prohibited. **The submitted PMP includes property regulations which prohibit guests from outdoor burning and use of fireworks.**
- L. The discharge of firearms and hunting on the property by transient guests shall be prohibited. **The submitted PMP includes property regulations which prohibit guests from discharging firearms and hunting on the property.**
- M. The use of All-Terrain Vehicles (ATVs) by transient guests on the property and on state, county, and subdivision roads shall be prohibited. **The submitted PMP includes property regulations which prohibit guests from using ATVs.**
- N. No short-term tourist rental activity shall take place on the property until the owner has registered for a business license and transient occupancy tax account with the Commissioner of the Revenue. **The applicant must complete the post-approval process and be issued a certificate of zoning prior to applying for a business license.**
- O. There shall be a minimum of 100’ from the short-term tourist rental to all neighboring residences. **The dwelling meets the setback requirement to adjacent single-family dwellings. The closest dwelling is 172’ to the west.**
- P. Failure to comply with the approved conditions and/or supplementary regulations will subject the permit to revocation procedures as described in Warren County Code § 180-63. The Planning Department shall investigate any alleged violation of the approved conditions and/or supplementary regulations within a reasonable period of time upon receipt of a complaint.

RECOMMENDED CONDITIONS

Planning Staff is recommending the following conditions be added to this conditional use permit if the Planning Commission chooses to recommend approval of this permit to the Board of Supervisors.

- 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 the system capacity as determined by the Health Department permit per Warren County Code §180-56.4B. The Certificate of Zoning shall only be issued with approved Health Department records.
- 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 serviced every five years as recommended by the Health Department and a copy of the service invoice shall be provided to the Planning Department.

Cc: Amber R Jones, Applicant/ Current Owner

[Amber R. Jones]
[151 Valley Rd.]
[Front Royal, VA 22630]
[vviewproperties@gmail.com]
[540-660-1202]
[07-09-2024]

Warren County Planning Commission
[Warren County Government Center]
[Front Royal, VA 22630]

Dear Warren County Planning Commission,

I hope this letter finds you well. I am writing to formally request approval for the use of my property located at 151 Valley Rd., Front Royal, VA 22630, as a Short-Term Tourist Rental (STTR) property.

I am a Warren County native and recently acquired the home from my late father. My family and I use it intermittently and wish to rent it out when not in personal use. We plan to manage bookings through Airbnb and oversee property management ourselves, residing locally with my husband available to address any renter or neighbor concerns promptly.

Our property is situated on 5 wooded acres within the Green Hill Forest community, where we have ensured neighborhood support for this request. The Green Hill Forest Homeowners Association (HOA) has expressed no objections and has agreed to provide a letter endorsing our application.

To ensure compliance and minimize disruption, our rental policy strictly prohibits parties or events. We will monitor occupancy using outdoor cameras and provide ample parking for up to four vehicles on-site. Adequate trash facilities will be available and managed by our cleaning team as required. Additionally, guests will have access to a landline for emergencies.

Please find enclosed all necessary documents, including proof of ownership. I am available at your convenience to discuss any aspects of this application further.

Thank you for considering my request. I look forward to your favorable response.

Sincerely,

Amber R. Jones

07/01/2023

**WARREN COUNTY
CONDITIONAL USE PERMIT APPLICATION**

E. Gov Number: CUP-323-2024

Application Number: CUP2024-11-01

Date Received: 10/10

Fee Amount: \$ 1750 (1025)

Date Paid: 10/10

Applicant Information:

Amber Rogers Jones
_ Applicant(s) Name

151 Valley Rd. Front Royal, VA 22630
_ Address City State Zip

_ Property location for conditional use permit if different than applicant's address

540-660-1202 + bajones731@gmail.com
_ Primary Contact Number Email

_ Property Owner(s) (if same as applicant, leave blank)

_ Address City State Zip

_ Primary Contact Number Email

Respectfully request that a determination be made by the Warren County Planning Commission and Board of Supervisors on the following request for a Conditional Use Permit for the property described below.

✓ **A. Property Information:**

(1) Magisterial District: Happy Creek

(2) Tax Map Number: 30C- -1-2- - 17

(3) Subdivision Name: Green Hill Forest

(4) Total Area of Property (acres): 5.00



COUNTY OF WARREN

Department of Planning

220 North Commerce Avenue, Suite 400

Front Royal, Virginia 22630

Phone: (540) 636-3354

FAX: (540) 636-4698

planning@warrencountyva.gov

To: Applicants for Conditional Use Permit (CUP)

From: Planning Department

Subject: Required items for Application

When applying for a Conditional Use Permit (CUP) in Warren County, the following procedure should be followed:

- ✓ 1. **Consult or meet with staff** to review the request and determine whether a Conditional Use Permit (CUP) or other procedures are also required. **If the consultation or meeting does not occur, the application will not be complete and the application will not be accepted.**
2. When determined that a Conditional Use Permit (CUP) is necessary, the following completed items must be submitted to the Planning Office.
 - A. **An application fee.**
 - For-Profit, \$1,500.
 - Non-Profit, \$750.
 - ✓ - **Short Term Tourist Rental, \$1,750.**
 - Telecommunications Tower, \$5,000. Maximum
 - CUP Modifications, \$250.
 - B. **The completed four (4) page application.**
 - C. **Required documents on checklist.**

(5) Current Zoning: Agricultural

B. Proposed Use of Property

(1) State the proposed use(s) for the Conditional Use Permit: Short term tourist rental

(2) Current land use and condition of site: Agricultural

(3) Zoning of surrounding land/property: Agricultural

(4) Will development be staged? ☐ Yes ☒ No

(5) Construction Time: N/A

(6) Season, days, and hours of operation: Year round

(7) Will there be a sign? ☐ Yes ☒ No

(If yes, please submit a sketch of the sign(s) showing size and shape and the sign permit check list with this application.)

(8) Have there been any prior applications for a conditional use permit/variance for this property? (If yes, enter the permit number and/or name, date of action, action taken by the Planning Commission, Board of Zoning Appeals and/or Board of Supervisors and a description of the request.) No

(9) Number of full time employees: N/A

(10) What type of sewage disposal system will be used? ☒ Private ☐ Central ☐ Public

(11) Number of persons to be served by the sewage disposal system: 6

(12) Number of parking spaces to be provided: Regular 2 Handicap

(13) What is the proposed landscaping and buffering for this property? N/A

C. Plans Prepared By

Name: Amber R. Jones

Address: 151 Valley Rd. Front Royal, VA 22630

Telephone Number:

540-660-1202

D. Environmental Information - N/A

- (1) Will this proposed use adversely impact the community of the environment? (If yes, what are the adverse impact(s) and what is proposed to solve these adverse impacts?)
- (2) Will there be any debris generated from the activity? (If yes, where and in what manner will the debris be stored and how and where will it be disposed of?)

- (3) Will any potentially hazardous substances be used and/or stored on the property? (If yes, list the substances, their use and disposal of containers and substance residues.)

NO

- (4) List any potentially hazardous emissions including, but not limited to: fumes, gases, smoke noise, liquid effluent, waste water, dust, and state what measures will be used to control these emissions.

None

- (5) Will there be any electrical or electronic activity which will interfere with local communications or telephone, television or radio reception? (If yes, describe the type of activity and potential interference.)

NO

- (6) What will be the impact on traffic?

NONE

- (7) Will exterior lighting be used? (If yes, state the number of lights and the wattage of each. A lighting plan or lighting contour map may be required to show the nearest candle power as measured at ground level.

I/we the undersigned, do hereby respectfully agree to comply with any conditions required by the Board of Supervisors of the County of Warren, Virginia, and authorize the County personnel to go upon the property for the purpose of making site inspections. Expenses incurred in securing professional assistance in connection with the review of this application for a Conditional Use Permit shall be charged to the applicant.

Amber R. Jones 9/30/24
Applicant(s) Signature Date

Property Owner(s) Signature Date

PLEASE NOTE: If the required documents are not provided and/or the application is incomplete, your application will not be accepted.

NOTES

The following documents and/or information are required to be submitted with the application:

✓ ☒ **An application fee.**

Make checks payable to the Warren County Treasurer. A non-refundable fee will be required at the time of submittal.

✓ ☒ **A Statement of Justification**

This printed or typed statement is to summarize your proposed use and highlight any aspects of the request which are not addressed in the application form. Please note, the statement is required to be on 8 ½ x 11 size paper.

✓ ☒ **Property Management Plan.** (Short Term Tourist Rental only)

✓ ☒ **Agency Review Comments.** (As determined by Planning Staff) : Health Department & Letter from HOA , Building inspector comments , water tested & well tested

✓ ☒ **A Site Plan/Survey.** - ~~Check with Sharon~~

Your site plan should show the property boundaries, existing or proposed structure(s), adjacent roads, and any other pertinent information which would help outline your proposed use. A recent survey with the proposed uses/structures located on it will serve as a site plan for the purposes of this permit. The Planning Director, Planning Commission and/or the Board of Supervisors reserve the right to ask for an engineered site plan, if they deem it necessary for evaluation of the proposed conditional use permit.

Plot included

✓ ☒ **Sewage Disposal and Well Site.** - ~~Check with Sharon~~

Location of the existing or proposed septic system & drainfield and the well site are to be indicated on the survey or central/public connection location.

✓ ☒ **A copy of the deed to the property verifying the current ownership.** A copy may be obtained at the Warren County Courthouse, Circuit Clerk's Office.

☐ **A statement verifying that real estate taxes have been paid.**

This may be obtained from the Treasurer's Office in Suite 800 of the Warren County Government Center. - Stop by there.

☐ **Environmental and Community Impact Statements**

The Planning Director, the Planning Commission, and/or the Board of Supervisors reserve the right to ask for an environmental and/or community impact statements, prepared by a certified engineer or other person qualified to perform such work, if they deem it necessary for evaluation of the proposed request.

☐ **Location Map**

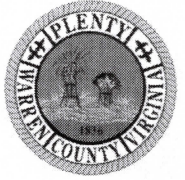
A map clearly legible, showing the location of the proposed project in relation to surrounding publicly maintained roads and showing the use of surrounding properties. County staff can assist in obtaining this information.

☐ **Directions to your property from the Warren County Government Center.**

INVOICE (00020990)

BILLING CONTACT

Amber Jones



INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
00020990	10/10/2024	11/09/2024	Paid In Full	NONE

REFERENCE NUMBER	FEE NAME	TOTAL
WCCUP-000323-2024	WCPL - CUP Application (For Profit)	\$1,750.00
151 Valley Rd Front Royal, VA 22630		SUB TOTAL \$1,750.00

TOTAL **\$1,750.00**

PROPERTY MANAGEMENT PLAN
Amber R. Jones
151 Valley Rd. Front Royal VA 22630
540-660-1202
vviewproperties@gmail.com

IN CASE OF AN EMERGENCY

If there is an emergency, or there are questions in regards to the property, please contact Amber R. Jones at 540-660-1202 or Eric B. Jones at 757-746-2239. If the emergency requires immediate assistance, call the following or 911.

Warren County Sheriff's Department: 540-635-4128 or 911, 200 Skyline Vista Drive, Front Royal, VA 22630

Warren County Fire & Rescue: (540) 636-3473 or 911, 4561 John Marshall Hwy, Linden, VA 22642

Neighboring Fire Department: 540-636-3830 or 911, 200 Skyline Vista Drive, Front Royal, VA 22630

Warren Memorial Hospital: 540-636-0300 or 911, 351 Valley Health Way, Front Royal, VA 22630

Electrical Outage: Rappahannock Electric Cooperative, (540) 622-2001

Emergency Evacuation: When you pull out of the driveway take a right onto Valley Rd., Take another right onto Hillandale Road, take a left onto John Marshall Hwy, drive up to the light by the Exxon station and go left onto McIntosh Drive. This will take you to 66 East or West.

OCCUPANCY

The Conditional Use Permit and Health Department records limit the occupancy for this short-term rental at 6 people & 3 bedrooms.

NOISE

It shall be a violation of the Warren County Code for any person, without compelling reason, to make noise that by reason of its volume, pitch, duration or repetition, considering the time of day, is likely to disturb the rest of any person of ordinary sensibilities or interfere with such person's lawful and peaceful enjoyment of property owned or rented by him.

PARKING

Parking is limited to six cars in the driveway. Under no circumstances should cars park along the roadway.

TRASH AND RECYCLING

All trash and recycling shall be placed in containers provided by the owner. There is a trash bin with a lid on the porch that is secured. Bagged trash should be placed in the bin with the lid tightly secured at all times. Trash will be collected by our cleaning team upon check out.

CHECK-IN & CHECK-OUT

Check in is at 4:00 PM.

Key box is located next to the front door. The key box code is: 5392. (please hang the key up on the screw inside or it will get stuck) Ensure you lift up the door handle to lock/unlock the door. (It's a special type of lock). Please use caution as it is one step down into the house.

Check out is at 11:00 AM. If you check out late and it was not previously discussed it is \$50.00 per hour.

WIFI/PHONE/ETC:

Our wifi information is as follows:

Wifi network name: Centurylink1995

Wifi password: ztuskwkc2b9waw

Phone number for our landline: (540)- 631- 0272

AREA ATTRACTIONS

Local attractions:

- Shenandoah National Park/Skyline Drive: 8.3 miles (19 min)
- Skyline Canoe Company: 3.4 miles (10 min)
- Main Street: 3.4 miles (10 min)
- Skyline Caverns: 4.7 miles (12 min)
- Sly Fox Golf Club: 8.8 miles (20 min)
- The Apple House: 3.3 miles (7 min)
- Target: 11 miles (16 min)
- Martins 5.5 miles (8 min)

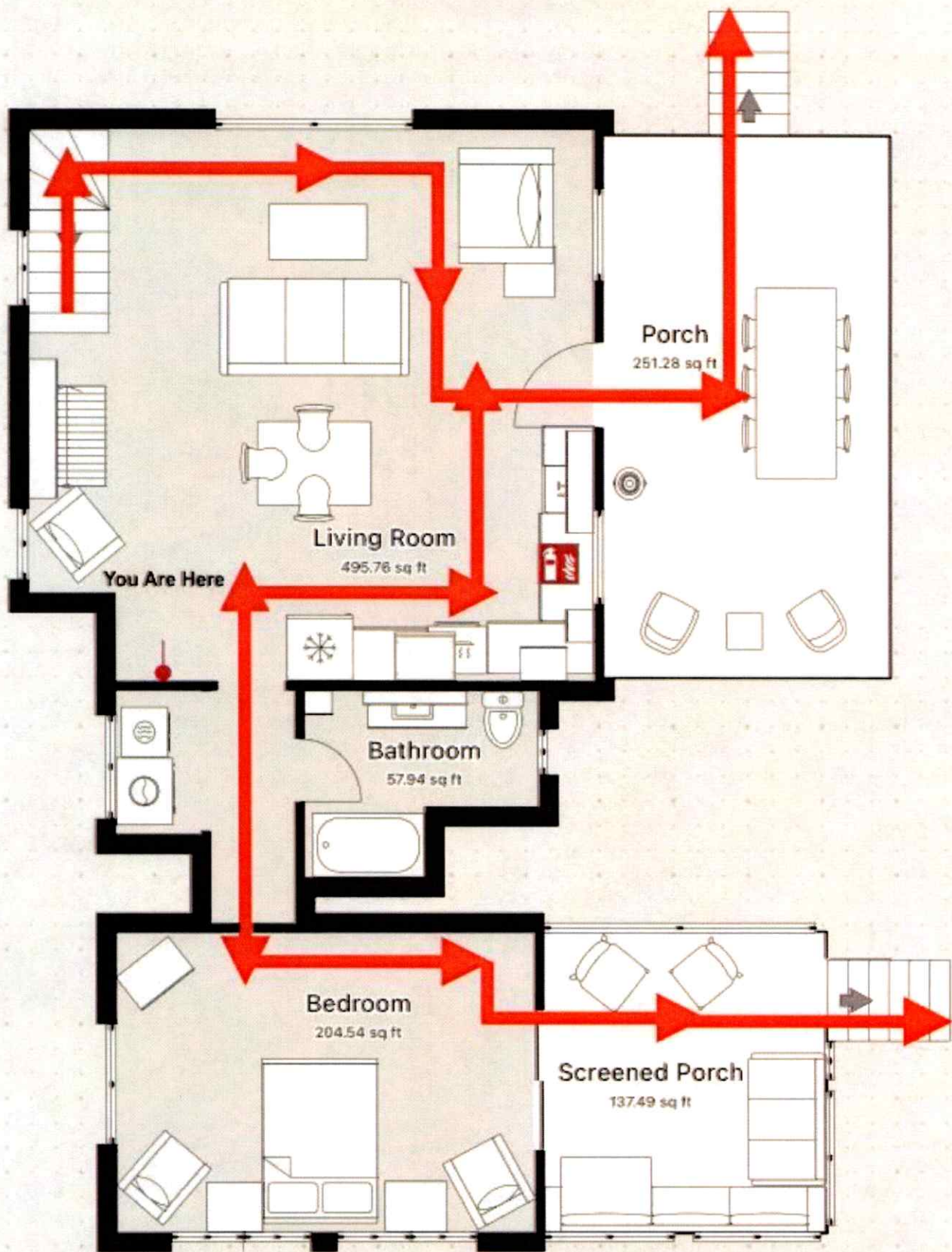
SPECIFIC PROPERTY REGULATIONS

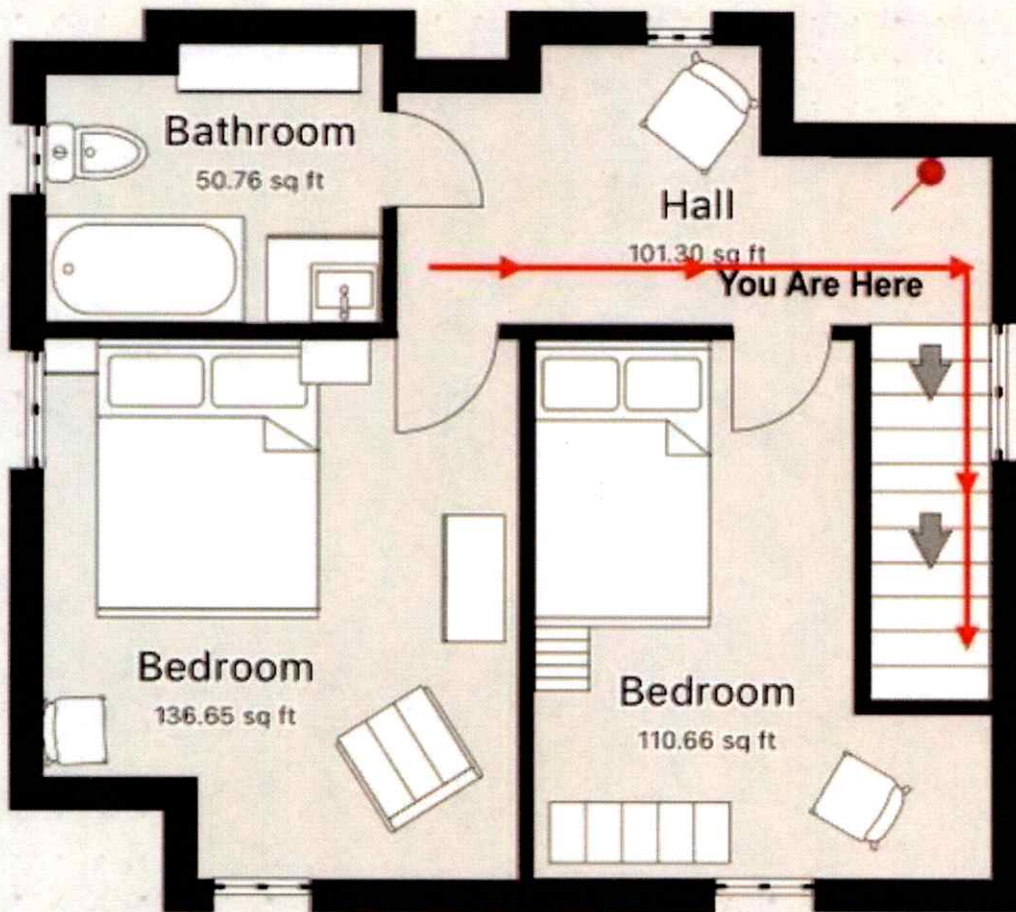
May be dictated by approved conditions or owner preference, examples below

- No shooting of firearms
- No outdoor fire burning unless it is fire wood in the fire pit with the metal net on to avoid debris flying.
- No fireworks
- No ATVs
- No smoking anywhere on the property.
- No hunting
- No trespassing on other properties.

ATTACHMENTS

- Property Map: attached
- Dwelling Evacuation Plan attached





From: [David Beahm](#)
To: [Allison Mutter](#)
Cc: [Kelly Wahl](#); [Inspections](#); [Kevin Perry](#); [Matthew Byers](#)
Subject: RE: Request for Comments: CUP2024-11-01 – Short-Term Tourist Rental – 151 Valley Road, Front Royal – WCCUP-000323-2024
Date: Tuesday, October 22, 2024 9:43:12 AM
Attachments: [Jones, Amber 2024-11-01 - Request for Comments.pdf](#)
[Jones, Amber 2024-11-01 - SOJ.pdf](#)
[Jones, Amber 2024-11-01 Application and Invoice.pdf](#)
[Jones, Amber 2024-11-01 Request for Comments.docx](#)
[Jones, Amber 2024-11-01 - PMP.pdf](#)

Comments CUP2024-11-01 – Amber Jones – Conditional Use Permit for Short-Term Tourist Rental – WCCUP-000323-2024:

- Erosion and Sediment Control Items:
 - There does not appear to be any land disturbance at this time and therefore nothing would be required. If this is not the case, the normal submission process would be required.
- Building Inspections Items:
 - The use of the existing dwelling(s) for a “short-term rental” would require a building permit to establish it as a transient boarding facility which is the term used by the building code for this type of use. The dwelling would receive a new Certificate of Occupancy designating as a short-term rental.
 - Given the timeframe that the structure was originally built it may require an Electrical permit to meet the building code requirements for this change.
 - This change requires that smoke detectors are installed as required by the Virginia Residential Building Code.

If anything should change in the scope additional requirements may be required.

All submissions for these items would be made to the Building Inspections Department through the email address: inspections@warrencountyva.gov

Respectfully,

David C. Beahm, CBO
Building Official
County of Warren
540-636-9973
Fax 540-636-4698
dbeahm@warrencountyva.gov
www.warrencountyva.gov

THIS MESSAGE IS INTENDED SOLELY FOR THE INDIVIDUAL(S) NAMED IN THE HEADER. THIS MESSAGE MAY CONTAIN MATERIAL THAT IS PRIVILEGED OR CONFIDENTIAL. IF YOU ARE NOT ONE OF THE INTENDED RECIPIENTS, PLEASE DO NOT READ, COPY, USE, OR DISCLOSE THIS MESSAGE TO OTHERS; PLEASE NOTIFY THE SENDER BY REPLYING TO THIS MESSAGE; AND THEN PLEASE DELETE THIS MESSAGE FROM YOUR SYSTEM. THANK YOU.

From: Allison Mutter <AMutter@warrencountyva.gov>
Sent: Thursday, October 10, 2024 3:40 PM
To: David Beahm <Dbeahm@warrencountyva.gov>; Lunddp558@embarqmail.com
Cc: Kelly Wahl <KWahl@warrencountyva.gov>
Subject: Request for Comments: CUP2024-11-01

Good afternoon,

Please see the documents attached with Request for Comments.

Tax Map # 30C--1-2--17

CUP2024-11-01

WCCUP-000323-2024

Allison

Allison Mutter

Office Manager

County of Warren Planning and Zoning Dept.

220 N. Commerce Ave. Suite 400

Front Royal, VA 22630

(540)-636-3354

This message was sent from a verified Warren County account.

This message was sent from a verified Warren County account.

Lord Fairfax Health District



Warren County Health Department
465 W 15th Street, Suite 200
Front Royal, VA 22630
Tel. (540) 635-3159 ~ Fax (540) 635-9698
www.vdh.virginia.gov



March 1, 2024

Amber Jones
151 Valley Rd
Front Royal, VA 22630

RE: TM# 30C-1-2-17 / HDID: 187-24-063
151 Valley Rd, Front Royal, VA 22630

I have reviewed the request for comments regarding the property at **151 Valley Rd, Front Royal, VA**, in Warren County, (property identified on tax map # 30C-1-2-17), and I offer the following comments:

- ✓ 1. The construction permit for a sewage disposal system was issued on 06/15/1977 with a record of inspection issued 03/25/1980. The system is designed to serve a **3-bedroom house** with a design flow of **450 gallons per day with 6 occupants maximum**. This is a conventional gravity fed septic system.
- ✓ 2. The property is served by a IIIB private well. The well water should be tested for bacteria. If the sample result is positive, steps must be taken to correct the problem and the water should be re-tested.
- ✓ 3. All trash and garbage shall be placed in containers with tight-fitting lids.
- ✓ 4. There shall be no food service provided unless the Virginia Department of Health Food Regulations are met.
- ✓ 5. All Virginia Department of Health Tourist Establishment Regulations shall be met as necessary. The owners can contact our office for further information.
- ✓ 6. The sewage disposal system should be pumped if this has not been done in the last three to five years.
- ✓ 7. Do not connect any hot tub discharge to the sewage disposal system.

The Warren County Health Department would have no objection to this request so long as the comments above are complied with, and the design flow of the sewage disposal system is not exceeded. This report is only intended for the above referenced request. This report is not intended for use as part of a real estate transfer, or any unauthorized use. There is no implied guarantee of future septic system performance based on this report. In the event of any sewage disposal malfunction, immediate pump and haul will be required, and the system will need to be repaired or replaced if possible.

Please call me at (540) 635-3159 if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Ashley Walker".

Ashley Walker
Environmental Health Specialist



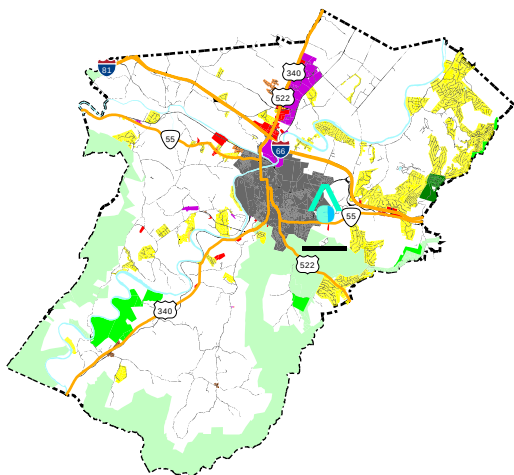
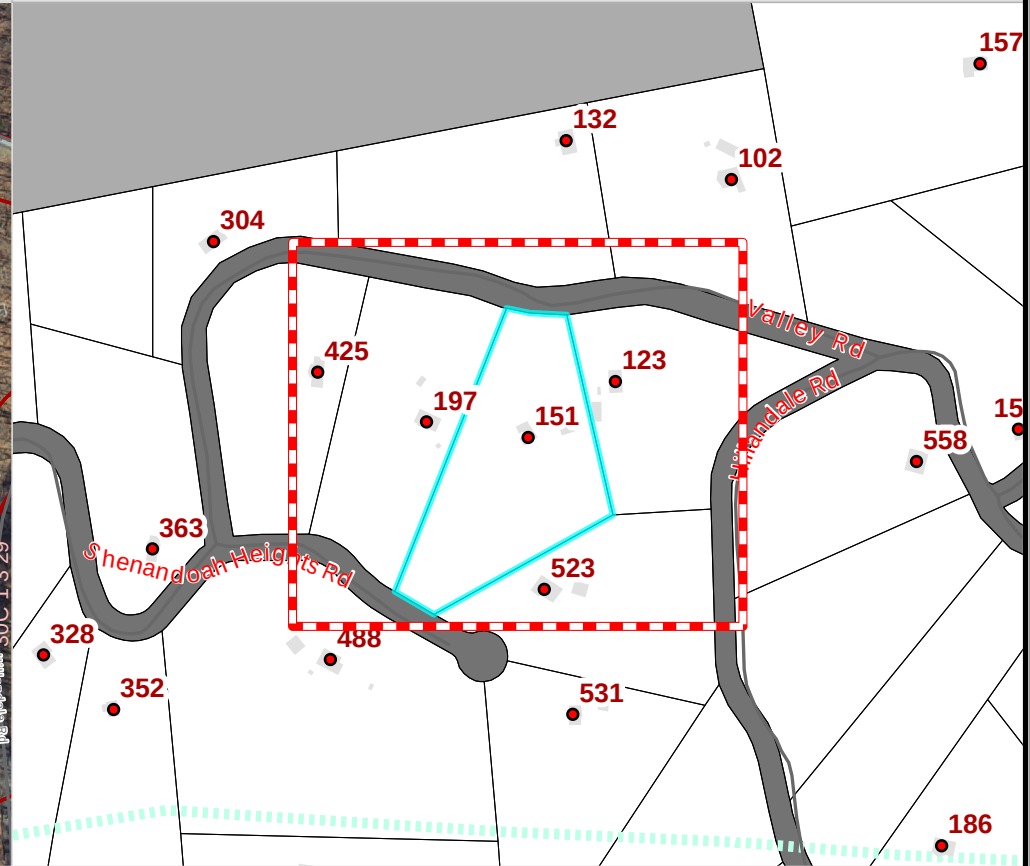
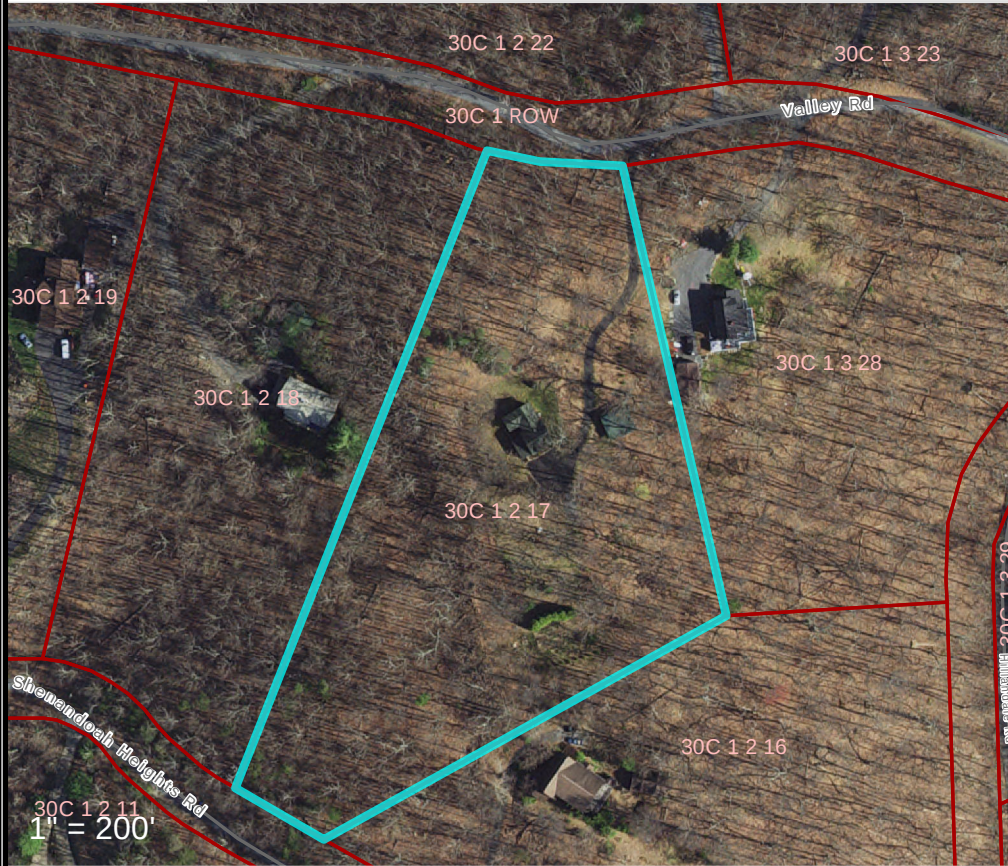
County of Warren

CUP Location Map



CUP: Short Term Tourist Rental
Applicant: Amber R. Jones

TM: 30C--1-2--17
151 Valley Road



05/27/2014

Zoning

- Agricultural
- Commercial
- Industrial
- Residential One
- Residential Two
- Suburban Residential
- Village Residential

- Rural Residential
- Right of Way
- Front Royal
- Federal Land
- State Land
- Water
- VOF Conservation Easements
- WC Conservation Easements

Produced by Warren County GIS 2024 ©
Department of Planning

P:\Arcdata\ArcMap\Maps\Location Maps\JonesA_30C-1-2-17_STTR.pdf



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:
December 10, 2024	K.8.	Authorization to Advertise for Public Hearing - Z2024-11-01 - Conditional Use - Warren County Planning Staff

EXPLANATION & SUMMARY:

Attached you will find a draft ordinance proposing a few changes to the termination, expiration, extension, and reapplication procedures for conditional uses.

Currently, expiration of a conditional use is listed as a valid reason for which the Board of Supervisors may terminate a conditional use permit. Under the current format, Planning staff must issue a notice of termination procedures letter via certified mail, wait 30 days for a response, place the proposed termination request on a Planning Commission meeting agenda as new business for discussion and a recommendation to the Board of Supervisors, and then the Board of Supervisors must hold at least one public hearing prior to rendering its decision. Planning staff is recommending the expiration procedures for a conditional use permit be established under a separate subsection with procedures for administrative expiration and requesting an extension from the Board of Supervisors. This would allow for the Zoning Administrator to expire a conditional use permit if the use has not been established within three calendar years or if the use has been abandoned for three calendar years without having to pursue the full termination process. The proposed subsection will require the Zoning Administrator to send a certified notice of impending conditional use permit expiration to the permit holder and grant the permit holder 30 days from receipt of the notice to apply for a conditional use permit extension. The procedures for requesting an extension from the Board of Supervisors will remain the same; however, the proposed text amendment would add a \$100 application fee to request the extension.

The proposed text amendment will add a requirement to the termination procedures for the Planning Commission to hold at least one public hearing prior to making a recommendation to the Board of Supervisors. This change was requested by the Planning Commission and the public after hearing a request for termination of a conditional use permit earlier this year.

The draft ordinance also proposes a restriction on reapplying for a conditional use permit within one year of denial by the Board of Supervisors. The locality is granted the express power to establish such an ordinance by Code of Virginia §15.2-2310 which states (for applications for special exceptions (conditional use permits) and variances), *"Any locality may provide by ordinance that substantially the same application will not be considered by the board within a specified period, not exceeding one year."* This proposed change is recommended by Planning staff following a case earlier this year when an applicant immediately reapplied after their conditional use permit was denied. The one-year delay in reapplying for a denied conditional use permit has been adopted by many jurisdictions in the Commonwealth.

PLANNING COMMISSION STATUS:

The Planning Commission will hold a public hearing for this item on Wednesday, December 11th, 2024. Planning staff will update this section prior to the public hearing before the Board of Supervisors.

COST & FINANCING:

N/A

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors authorize the proposed zoning text amendment for advertisement for a public hearing.

SUBMITTED BY:	ATTACHMENTS:
Chase Lenz, Zoning Administrator	1. Draft Ordinance for Conditional Use

AN ORDINANCE TO AMEND CHAPTER 180 OF THE WARREN COUNTY CODE (ZONING ORDINANCE) TO AMEND THE TERMINATION, EXPIRATION, EXTENSION, AND RE-APPLICATION PROCEDURES FOR CONDITIONAL USES.

BE IT ORDAINED BY THE WARREN COUNTY BOARD OF SUPERVISORS that Section 180-63 of the Warren County Code (Zoning Ordinance) be amended and re-ordained as follows:

Chapter 180. Zoning
Article VI. Administration
§180-63 Conditional use.

A. Intent; general conditions for approval; preexisting uses.

- (1) This section is to provide for the granting of conditional use permit by the governing body of Warren County as a legislative process pursuant to §§ 15.2-2286 through 15.2-2288 and 15.2-2203, Code of Virginia 1950, as amended.
- (2) The Board of Supervisors may approve a conditional use permit under the provisions of this article when it is concluded that the proposed use complies with all specified standards and that such use will be compatible with existing or planned development in the general area. In addition, in approving a conditional use permit, the Board may stipulate such conditions and restrictions, including but not limited to those specifically contained herein, to ensure that the use will be compatible with the area in which it is proposed to be located. Where such cannot be accomplished or it is determined that the use is not in accordance with all applicable standards of this chapter, the Board shall deny the conditional use.
- (3) Conditional use permits approved prior to the effective date of this chapter shall be permitted to continue as conditional uses under the conditions imposed by the Board and under this chapter standards in effect at the time of approval unless otherwise provided in Article IV. Changes in imposed conditions, expiration or revocation of approval may be accomplished under procedures of this chapter.
- (4) **No application for a conditional use permit shall be considered by the Board of Supervisors within one year from the date that substantially the same application was denied.**

B. Authorization. In consideration of an application filed with the Zoning Administrator, the Board may authorize the establishment of those conditional uses that are expressly listed in a particular zoning district; provided, however, that no conditional use permit shall be required for a use specifically permitted by right in a given district.

C. Procedure.

- (1) An application for a conditional use permit shall be submitted to the Zoning Administrator, who shall review said application for its compliance with the provisions of this chapter. When it has been determined that the application is in proper form, it shall be submitted to the Planning Commission, which shall hold at least one public hearing thereon pursuant to public notice as required by § 15.2-2204, Code of Virginia 1950, as amended. The Planning Commission shall forward its recommendation to the Board of Supervisors. The Board shall also hold at least one public hearing prior to rendering its decision on the application.
- (2) Whenever a petitioner seeks both an amendment to this chapter and a conditional use permit for the same property, both applications may be made jointly and processed at the same time if said proposed amendment does not add a conditional use not previously permitted by the terms of this chapter.
- (3) Notice of public hearings on conditional use permit applications shall include posting of property in accordance with the provisions of § 180-61E.
- (4) Changes to conditions imposed by the Board or revocation of a conditional use permit previously acted upon must be preceded by a properly advertised public hearing.

D. General standards/conditions. In addition to the specific standards set forth hereinafter with regard to particular conditional uses, all such uses shall satisfy the following general standards:

- (1) The proposed use at the specified location shall be in harmony with the adopted Comprehensive Plan.
- (2) The proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.
- (3) The proposed use shall be such that it will be harmonious with and will not adversely affect the use or development of neighboring properties in accordance with the applicable zoning district regulations and the adopted Comprehensive Plan. The location, size and height of buildings, structures, walls and fences and the nature and extent of screening, buffering and landscaping shall be such that the use will not hinder or discourage the appropriate development and use of adjacent or nearby land and/or buildings or impair the value thereof.

- (4) The proposed use shall be such that pedestrian and vehicular traffic associated with such use will not be hazardous or in conflict with the existing and anticipated traffic in the area.
- (5) Adequate utility, drainage, parking, loading and other necessary facilities to serve the proposed use shall be provided.
- (6) In determining whether or not to grant a permit and in determining conditions to be imposed, the governing body shall take into consideration the objectives and intent of this chapter and may impose reasonable conditions that:
 - (a) Abate or restrict noise, smoke, dust or other elements that may affect surrounding properties.
 - (b) Establish setback, side and front yard requirements necessary for orderly expansion and to prevent traffic congestion.
 - (c) Provide for adequate parking and ingress and egress to public streets or roads.
 - (d) Provide adjoining property with a buffer or shield from view of the proposed use if such use is considered to be detrimental to adjoining property.
 - (e) Prevent such use from changing the character and established pattern of development of the community.
- E. Specific standards. Specific standards for conditional uses shall be as provided in Article V, Supplementary Regulations.
- F. Uses not provided for. If a use is not specifically permitted in any of the districts established by this chapter, a landowner may petition the County to amend this chapter to include such uses as outlined in Article III, § 180-9A.
- G. Modification of conditions and permitted uses. The governing body may modify previously imposed conditions or permitted uses on conditional use permits. No material changes in permit conditions or uses shall be approved until a public hearing is held on the proposal. Such hearing shall be advertised and adjacent property owners notified in accordance with § 15.2-2204, Code of Virginia. "Material change," as used in this subsection, shall mean any change which could reasonably be expected to result in a substantial change in the appearance, operation or general character of the permitted use or its effects upon other persons or properties. If the governing body determines that the proposed change in permitted use is of such a nature that it should appropriately be treated as a new application, the request will be returned to the applicant for submission to the County as a new application pursuant to § 180-64. Any

petitioner requesting a material change in conditions or uses will be required to pay an application fee in accordance with the current fee schedule as adopted by the Board of Supervisors.

H. Termination of permitted uses.

- (1) Upon receiving a written opinion by the Zoning Administrator regarding reasons for termination, the permit holder shall respond in writing back to the Zoning Administrator within 30 days as to why the Board of Supervisors should not terminate the conditional use permit. Once this information is received, or if no response is received by the expiration of the 30 days, the matter shall be placed on the Planning Commission's regular meeting agenda for discussion **and a recommendation to the Board of Supervisors.** Notice shall be provided to the permit holder of the date and time of the meeting. **The Planning Commission shall hold at least one public hearing prior to rendering its recommendation to the Board of Supervisors.**
- (2) Following a recommendation by the Planning Commission, the Board of Supervisors may terminate an active conditional use permit for the following reasons. The Board shall hold at least one public hearing prior to rendering its decision on the application.
 - (a) ~~Failure to establish or discontinuance of the approved conditional use: if the approved conditional use has not been established within two years of its approval or if it has been discontinued for two years.~~ **Repeated or continuing violations of this chapter, including violations of the conditions placed on the permit.**
 - (b) ~~Repeated or continuing violations of the conditions placed on the permit.~~ **Violations of other provisions in the Code of Warren County.**
 - (c) ~~Violations of other provisions in the Code of Warren County.~~ **Violations of state and federal law related to the activities of the conditional use.**
 - (d) ~~Violations of state and federal law related to the activities of the conditional use.~~ **Fraudulent, false or misleading information supplied by the applicant in applying for the conditional use permit.**
 - (e) ~~Fraudulent, false or misleading information supplied by the applicant in applying for the conditional use permit.~~

I. ~~Extension of unestablished use.~~ **Expiration of unestablished or inactive use.**

- (1) ~~If the holder of the conditional use permit has in fact made diligent effort reasonably calculated to promote development of the approved conditional use permit, the Board of Supervisors may allow an additional period of two years from the date of such request to establish such approved conditional use.~~ Conditional use permits shall expire if the use for which such conditional use permit is granted is not established within three calendar years or is inactive for three calendar years unless an extension is granted by the Board of Supervisors pursuant to § 180-63J. Prior to expiring the conditional use permit, the Zoning Administrator shall issue a notice via certified mail to the permit holder notifying them of the intent to expire the conditional use permit and informing them of the extension process outlined in § 180-63J. If no extension request is received within 30 days of receipt of the notice, the conditional use permit expires.

J. Extension of unestablished use.

- (1) If the holder of the conditional use permit has in fact made diligent effort reasonably calculated to promote development of the approved conditional use permit, the holder may request an extension, and the Board of Supervisors may allow an additional period of up to two years from the date of such request to establish such approved conditional use. The permit holder will be required to pay an application fee of \$100 for an extension request.



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:
December 10, 2024	K.9.	Authorization to Advertise for Public Hearing - Z2024-11-02 - Adult Business - Warren County Planning Staff
EXPLANATION & SUMMARY: Attached you will find a draft ordinance to amend Chapter 180 of the Warren County Code to amend §180-8C to add a definition for adult business, to enact §180-27D(21) to make adult businesses permissible only by conditional use permit in the Commercial zoning district, to enact §180-28D(23) to make adult businesses permissible only by conditional use permit in the Industrial zoning district, to amend §180-63C to add supplemental procedures for adult businesses, and to amend §180-63D to add supplemental standards for adult businesses. This text amendment is being requested by Planning staff at the recommendation of the County Attorney. Currently, the Warren County zoning ordinance does not have any definition, procedures, or standards for adult business that would differentiate such a use from other listed uses permitted by right in the Commercial zoning district, such as retail stores, convenience stores, and indoor theaters. The purpose of this proposed amendment is to add a definition for adult business, make adult businesses permissible only by conditional use permit in the Commercial and Industrial zoning districts, and to set legal criteria for denial of a conditional use permit for an adult business to avoid potential legal challenges under the first amendment. At this time, Planning staff has not received any applications for adult businesses nor any communications related to prospective adult businesses in Warren County. This text amendment is preemptive in nature so that the County has procedures and standards for adult businesses in place should an application to establish an adult business be received in the future. PLANNING COMMISSION STATUS: The Planning Commission will hold a public hearing for this item on Wednesday, December 11th, 2024. Planning staff will update this section prior to the public hearing before the Board of Supervisors. COST & FINANCING: N/A PROPOSED OR SUGGESTED MOTION: I move that the Board of Supervisors authorize the proposed zoning text amendment for advertisement for a public hearing.		
SUBMITTED BY:		ATTACHMENTS:
Chase Lenz, Zoning Administrator		1. Draft Ordinance for Adult Business

AN ORDINANCE TO AMEND CHAPTER 180 OF THE WARREN COUNTY CODE (ZONING ORDINANCE) TO ADD A DEFINITION FOR "ADULT BUSINESS", TO AMEND THE DISTRICT REGULATIONS FOR THE COMMERCIAL ZONING DISTRICT TO ADD "ADULT BUSINESS" AS A USE PERMITTED BY CONDITIONAL USE PERMIT, TO AMEND THE DISTRICT REGULATIONS FOR THE INDUSTRIAL DISTRICT TO ADD "ADULT BUSINESS" AS A USE PERMITTED BY CONDITIONAL USE PERMIT, AND TO AMEND THE CONDITIONAL USE REGULATIONS TO ADD SUPPLEMENTAL PROCEDURES AND STANDARDS FOR ADULT BUSINESSES.

BE IT ORDAINED BY THE WARREN COUNTY BOARD OF SUPERVISORS that Subsections 180-8C, 180-63C, and 180-63D be amended and re-ordained and that Subsections 180-27D(21) and 180-28D(23) be enacted as follows:

1. Subsection 180-8C is amended to add a new definition for adult business, as follows:

Chapter 180. Zoning
Article II. Application
§180-8. Definitions.

A. General usage.

...

C. Definitions of words and terms. As used in this chapter, the following words and terms shall have the meanings indicated:

...

ADULT BUSINESS:

Any premises or part thereof (1) to which juveniles may not be lawfully admitted pursuant to Virginia Code § 18.2-391, as amended, and (2) whose principal use is the sale, exhibition, or display of books, magazines, newspapers, films, images, devices, performances, or other photographic or written reproductions thereof. For the purposes of this definition, "principal use" is five percent or more of the retail space of the premises.

Notwithstanding any provision to the contrary, adult businesses are distinct from and mutually exclusive of all other uses. Any use falling within the definition of an adult business may not qualify as general retail, restaurant, convenience store, indoor theatre, or other use.

...

2. Subsection 180-27D(21) is enacted to make adult business permissible only by conditional use permit in the Commercial zoning district, as follows:

Chapter 180. Zoning

Article IV. District Regulations

§ 180-27. Commercial (C) District

- A. Statement of intent. This district is intended for areas suitable for the conduct of general business not characterized by either constant heavy trucking or nuisance factors and to which the public requires direct and frequent access.

...

- D. Uses permitted by conditional use permit. The following named uses may be permitted upon issuance of a conditional use permit by the Board of Supervisors:

...

(21) Adult business.

...

3. Subsection 180-28D(23) is enacted to make adult business permissible only by conditional use permit in the Industrial zoning district, as follows:

Chapter 180. Zoning

Article IV. District Regulations

§ 180-28. Industrial (I) District

- A. Statement of intent. This district is for a variety of industrial uses which, with appropriate screening and without the emission of noise, dust, smoke, odor, toxic gases or hazardous substances, can be conducted in such a manner as to not adversely affect nearby properties.

...

- D. Uses permitted by conditional use permit. The following named uses may be permitted upon issuance of a conditional use permit by the Board of Supervisors.

...

(23) Adult business.

...

4. Subsection 180-63C is amended to add supplemental procedures for adult business and subsection 180-63D is amended to add supplemental standards for adult business, as follows:

Chapter 180. Zoning
Article VI. Administration
§ 180-63. Conditional use.

A. Intent; general conditions for approval; preexisting uses.

...

C. Procedure.

(1) ~~An application for a conditional use permit shall be submitted to the Zoning Administrator, who shall review said application for its compliance with the provisions of this chapter. When it has been determined that the application is in proper form, it shall be submitted to the Planning Commission, which shall hold at least one public hearing thereon pursuant to public notice as required by § 15.2-2204, Code of Virginia 1950, as amended. The Planning Commission shall forward its recommendation to the Board of Supervisors. The Board shall also hold at least one public hearing prior to rendering its decision on the application.~~ General procedures.

(a) An application for a conditional use permit shall be submitted to the Zoning Administrator, who shall review said application for its compliance with the provisions of this chapter. When it has been determined that the application is in proper form, it shall be submitted to the Planning Commission, which shall hold at least one public hearing thereon pursuant to public notice as required by § 15.2-2204, Code of Virginia 1950, as amended. The Planning Commission shall forward its recommendation to the Board of Supervisors. The Board shall also hold at least one public hearing prior to rendering its decision on the application.

(b) Whenever a petitioner seeks both an amendment to this chapter and a conditional use permit for the same property, both applications may be made jointly and processed at the same time if said proposed amendment does not add a conditional use not previously permitted by the terms of this chapter.

(c) Notice of public hearings on conditional use permit applications shall include posting of property in accordance with the provisions of § 180-61E.

(d) Changes to conditions imposed by the Board or revocation of a conditional use permit previously acted upon must be preceded by a properly advertised public hearing.

- (2) ~~Whenever a petitioner seeks both an amendment to this chapter and a conditional use permit for the same property, both applications may be made jointly and processed at the same time if said proposed amendment does not add a conditional use not previously permitted by the terms of this chapter.~~
Supplemental procedures for adult businesses.

(a) An application for a conditional use permit for an adult business must be approved or denied by the Planning Commission and the Board within 90 days of the filing of a complete application unless the applicant consents to a longer period of review.

(b) If an application for a conditional use permit for an adult business is denied and the applicant desires to appeal the denial, the County will reasonably cooperate with the applicant to obtain prompt review of the decision by the Circuit Court of Warren County. Unless the applicant agrees to an extension, the County will file a responsive pleading within 10 days of being served, will file a responsive brief within 15 days of being served with the applicant's brief, and will agree to any reasonable expedited hearing or trial date.

- ~~(3) Notice of public hearings on conditional use permit applications shall include posting of property in accordance with the provisions of § 180-61E.~~

- ~~(4) Changes to conditions imposed by the Board or revocation of a conditional use permit previously acted upon must be preceded by a properly advertised public hearing.~~

D. ~~General standards/conditions. In addition to the specific standards set forth hereinafter with regard to particular conditional uses, all such uses shall satisfy the following general standards:~~ Standards/conditions.

- ~~(1) The proposed use at the specified location shall be in harmony with the adopted Comprehensive Plan.~~ General standards. In addition to the specific standards set forth hereinafter with regard to particular conditional uses, all such uses shall satisfy the following general standards:

(a) The proposed use at the specified location shall be in harmony with the adopted Comprehensive Plan.

(b) The proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.

(c) The proposed use shall be such that it will be harmonious with and will not adversely affect the use or development of neighboring properties in accordance with the applicable zoning district regulations and the adopted Comprehensive Plan. The location, size

and height of buildings, structures, walls and fences and the nature and extent of screening, buffering and landscaping shall be such that the use will not hinder or discourage the appropriate development and use of adjacent or nearby land and/or buildings or impair the value thereof.

(d) The proposed use shall be such that pedestrian and vehicular traffic associated with such use will not be hazardous or in conflict with the existing and anticipated traffic in the area.

(e) Adequate utility, drainage, parking, loading and other necessary facilities to serve the proposed use shall be provided.

(f) In determining whether or not to grant a permit and in determining conditions to be imposed, the governing body shall take into consideration the objectives and intent of this chapter and may impose reasonable conditions that:

[1] Abate or restrict noise, smoke, dust or other elements that may affect surrounding properties.

[2] Establish setback, side and front yard requirements necessary for orderly expansion and to prevent traffic congestion.

[3] Provide for adequate parking and ingress and egress to public streets or roads.

[4] Provide adjoining property with a buffer or shield from view of the proposed use if such use is considered to be detrimental to adjoining property.

[5] Prevent such use from changing the character and established pattern of development of the community.

(2) The proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations. Standards for Adult Businesses. In addition to the general standards enumerated above, the following factors as well as other appropriate land-use considerations shall be utilized by the Planning Commission and Board when considering an application for a conditional use permit for an adult business:

(a) The proximity of dwellings, churches, schools, parks, libraries, and other places of public gathering.

(b) The probable effect of the proposed use on the peace and enjoyment of people in their homes.

- (c) The probable effect of noise, glare, litter, and other incidents of the proposed use upon the use of surrounding properties.
 - (d) The anticipated increase in demand for law enforcement and fire and rescue services, as well as the proximity of those services to the proposed use.
 - (e) The contribution, if any, the proposed use would make toward the deterioration of the area and neighborhoods.
 - (f) The conservation of property values.
 - (g) The preservation of cultural and historical landmarks.
- (3) The proposed use shall be such that it will be harmonious with and will not adversely affect the use or development of neighboring properties in accordance with the applicable zoning district regulations and the adopted Comprehensive Plan. The location, size and height of buildings, structures, walls and fences and the nature and extent of screening, buffering and landscaping shall be such that the use will not hinder or discourage the appropriate development and use of adjacent or nearby land and/or buildings or impair the value thereof.
- (4) The proposed use shall be such that pedestrian and vehicular traffic associated with such use will not be hazardous or in conflict with the existing and anticipated traffic in the area.
- (5) Adequate utility, drainage, parking, loading and other necessary facilities to serve the proposed use shall be provided.
- (6) In determining whether or not to grant a permit and in determining conditions to be imposed, the governing body shall take into consideration the objectives and intent of this chapter and may impose reasonable conditions that:
- (a) Abate or restrict noise, smoke, dust or other elements that may affect surrounding properties.
 - (b) Establish setback, side and front yard requirements necessary for orderly expansion and to prevent traffic congestion.
 - (c) Provide for adequate parking and ingress and egress to public streets or roads.
 - (d) Provide adjoining property with a buffer or shield from view of the proposed use if such use is considered to be detrimental to adjoining property.

~~(e) Prevent such use from changing the character and established pattern of development of the community.~~

...

DRAFT



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:
December 10, 2024	K.10.	Chiller Replacement at Public Safety
EXPLANATION & SUMMARY: The Finance and Purchasing Department received a request from Public Works to replace the chiller unit at the Public Safety Building that has reached it's end of life. The new Innovative Air Technologies unit will be purchased as a Sole Source from Hoffman Mechanical Solutions in the amount of \$515,627.00.		
COST & FINANCING: Funding for this purchase in the amount of \$515,627.00 will be paid out of budget line 4-59-43000-7010 Building Improvements after \$493,967.00 is transferred from budget line 4-1-91000-9500 Contingency Reserve, and \$22,033.00 is transferred from budget line 4-1-91000-9503 Compensation Reserve.		
PROPOSED OR SUGGESTED MOTION: I move that the Board of Supervisors approve the request from Public Works to replace the chiller unit at the Public Safety Building.		
SUBMITTED BY:	ATTACHMENTS:	
Alisa Scott, Finance Director	1. Innovative Air Technologies Submittal 2. Unit Outline 3. Hoffman Quote	



INNOVATIVE AIR
TECHNOLOGIES

PRELIMINARY DEHUMIDIFIER SUBMITTAL PACKAGE

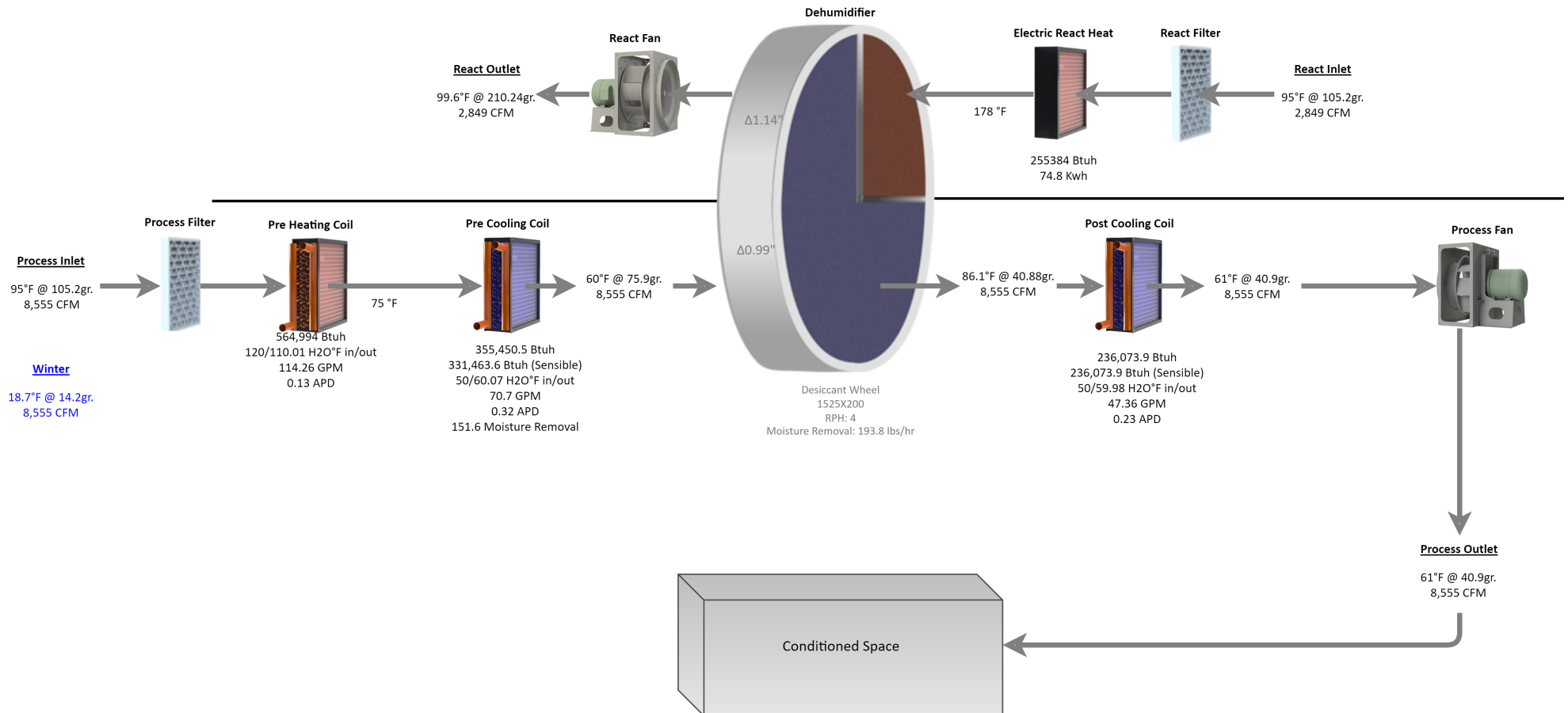
Customer: H&H Chesapeake
Project: Warren County Public Safety REPLACEMENT
Model: IAT-10000RE-IDP-8555
Date: 7.24.2024

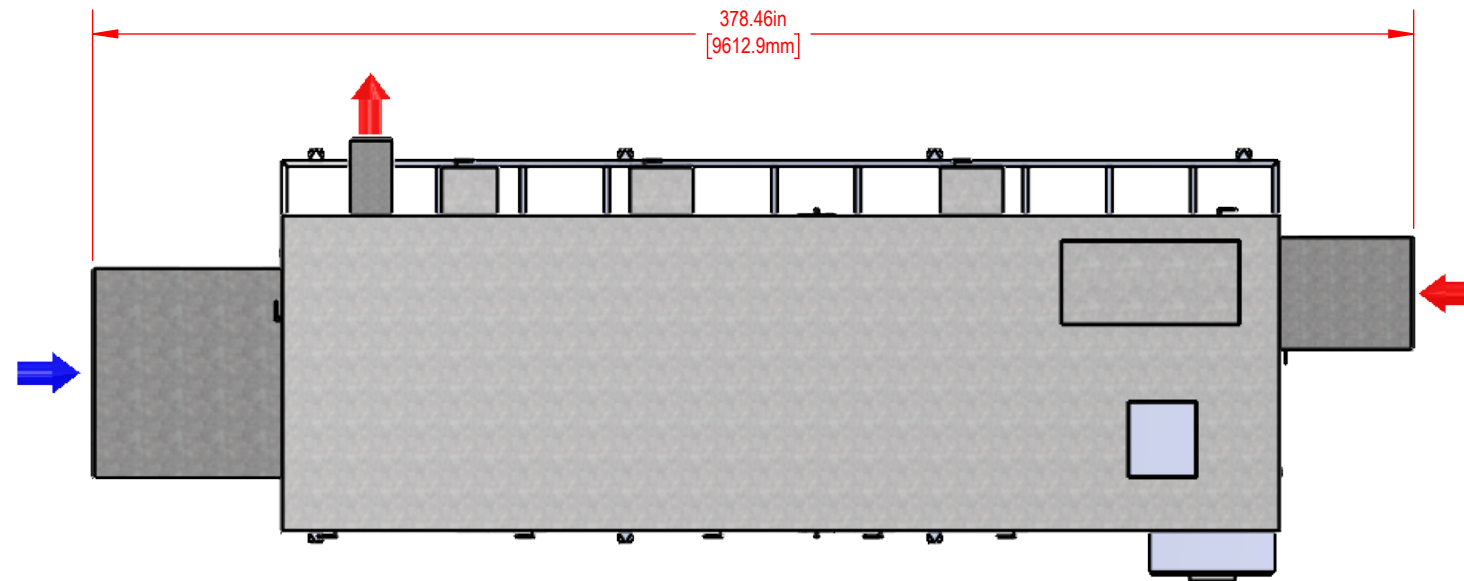
Enriching Lives

www.dehumidifiers.com

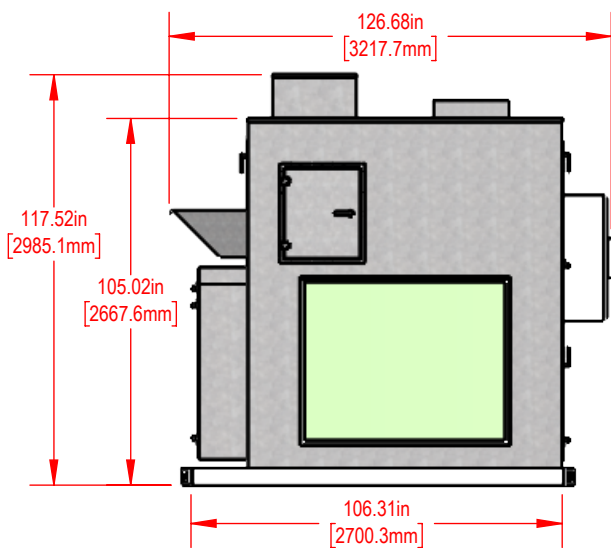


Customer: H&H Chesapeake
Project: Warren County Public Safety REPLACEMENT
Date: 7.24.2024
Model Number: IAT-10000RE-IDP-8555
Voltage: 460-480/3/60
Mounting Location: Outdoor
Altitude (ft): 20
Weather Station: CHESAPEAKE REGIONAL, VA

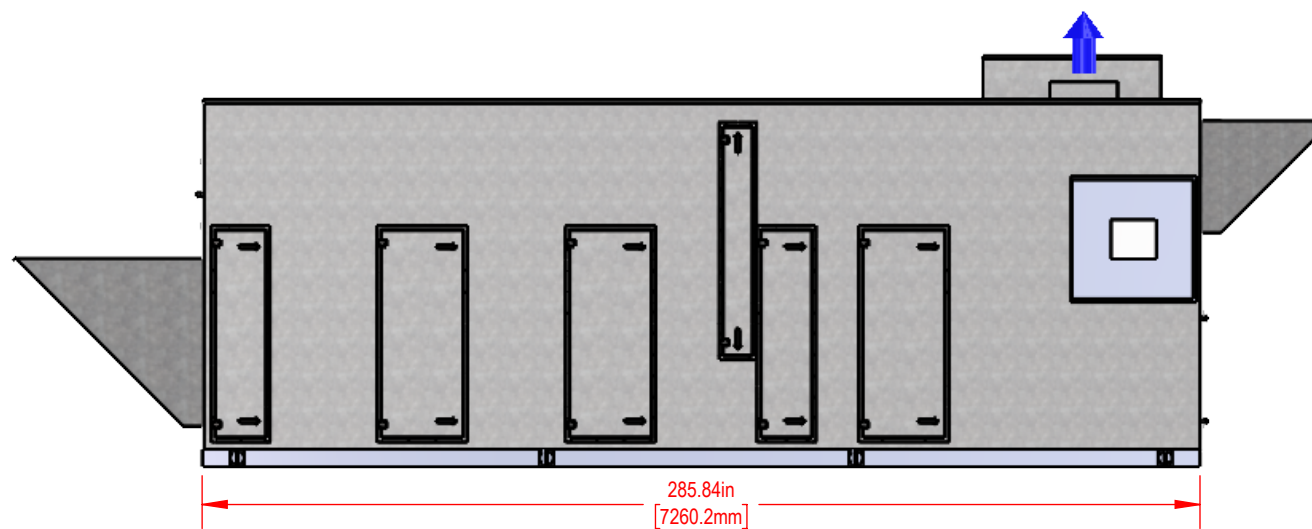




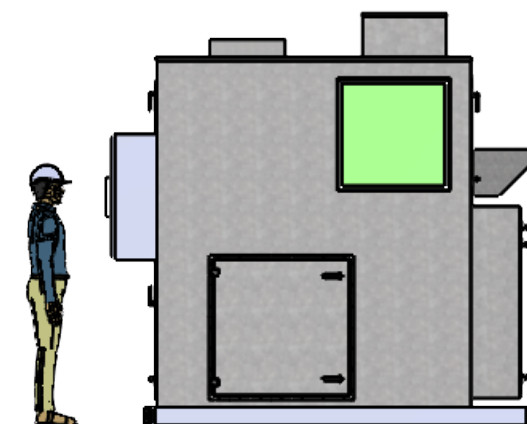
PLAN VIEW



LH SIDE VIEW



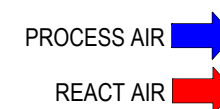
ELEVATION VIEW



RH SIDE VIEW

NOTES:

1. SYSTEM PERFORMANCE: 8,555 CFM
2. ALLOW 36" IN THE FRONT, 61" IN THE BACK AND 48" ON THE SIDES OF THE UNIT FOR WORKING CLEARANCE
3. AIR VOLUME DAMPER ON REACT OUTLET
4. ALL EXTERNAL DUCTWORK MUST BE AIR AND VAPOR TIGHT
5. FAN OUTLETS MUST BE TRANSITIONED TO A LARGER DUCT SIZE
6. CURRENT DUCT CONNECTION LOCATIONS ARE GIVEN FOR PRELIMINARY PURPOSES ONLY
CUSTOMER/GENERAL CONTRACTOR IS RESPONSIBLE FOR COMMUNICATING
DESIRED ORIENTATION BACK TO INNOVATIVE AIR TECHNOLOGIES



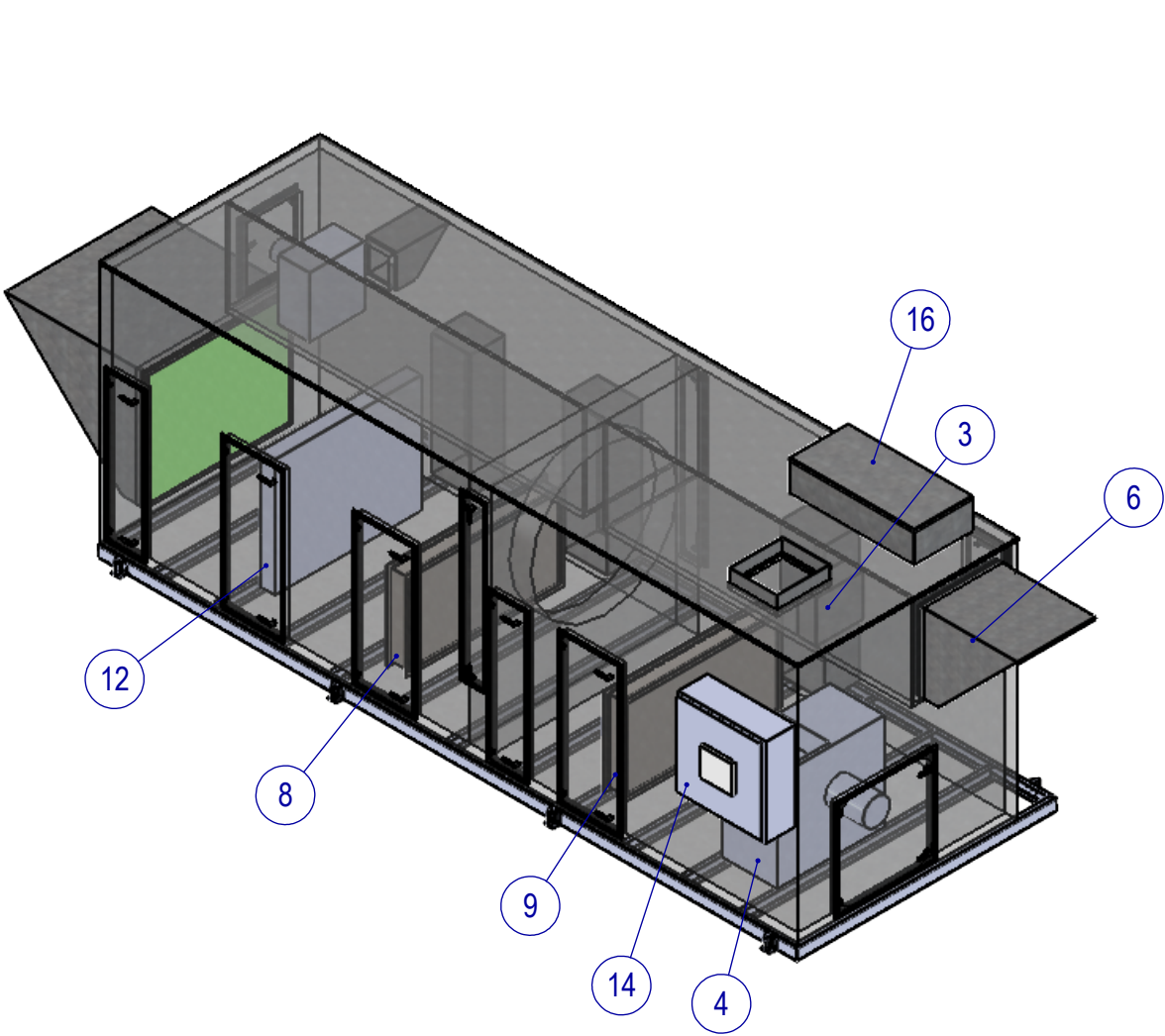
INNOVATIVE AIR TECHNOLOGIES

16200 GEORGIA PEACH AVE - COVINGTON, GA 30014
PHONE: (770) 788-6744 | www.dehumidifiers.com

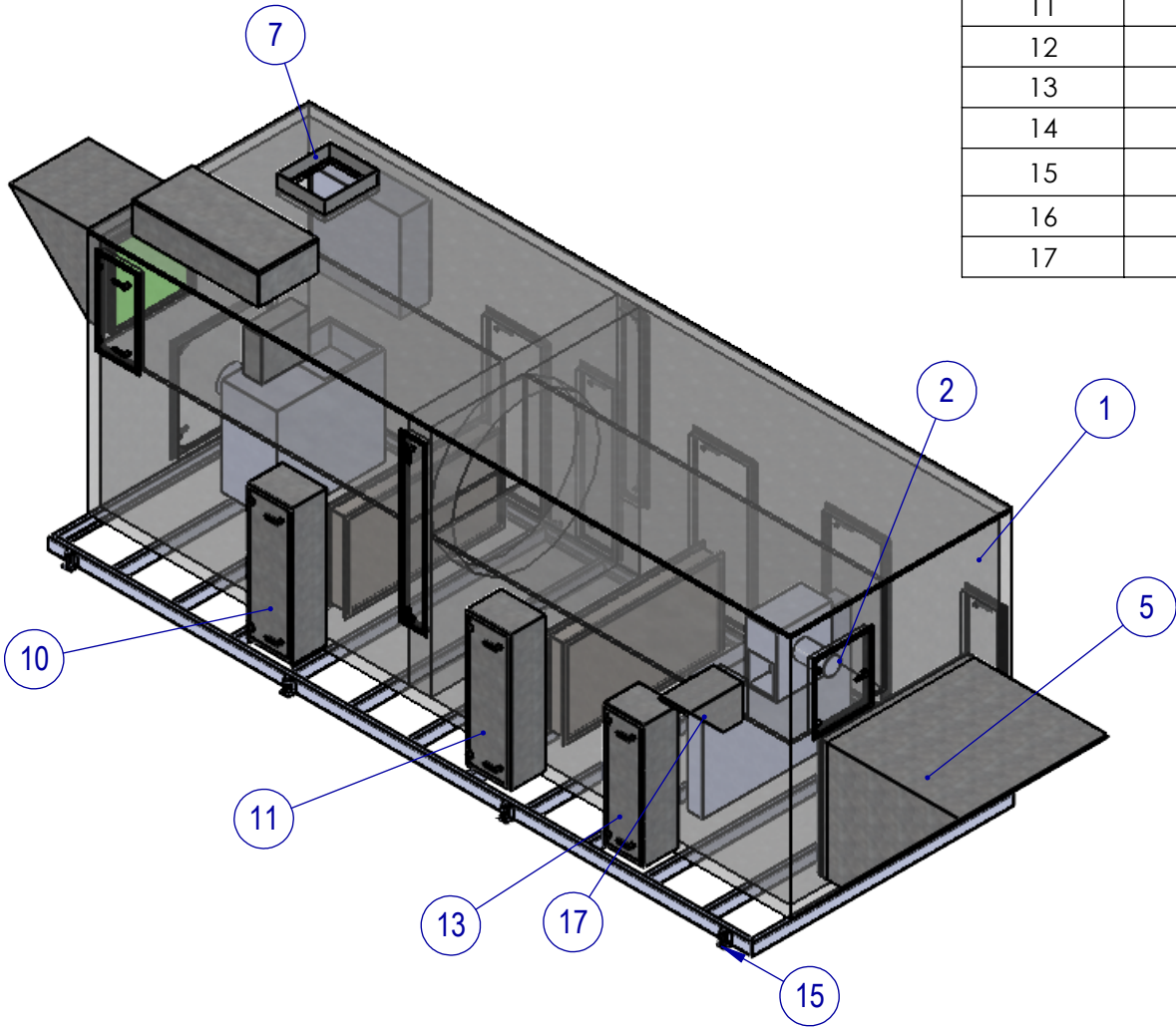
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PROJECT: Warren County Public Safety		
REPLACEMENT		
TITLE: IAT-10000RE-IDP-8555		
DWG NO: IAT-DH 0127 UNIT OUTLINE	WEIGHT: 12,820 lbs	
DRAWN BY: JP	CHECK BY: KO	DATE: 7/24/2024
SIZE: B	SCALE: -	SHEET: 1 OF 2

ITEM NO.	DESCRIPTION
1	IAT-10000RE-IDP-8555 - DESICCANT DEHUMIDIFIER
2	REACT AIR BLOWER - 2,849 CFM
3	ELECTRIC HEATER - (6)-12.5kW (0)-6.25kW
4	PROCESS AIR BLOWER - 8,555 CFM
5	PROCESS INLET FILTER - 48x60 (MERV 14)
6	REACT INLET FILTER - 32x32 (MERV 8)
7	PROCESS OUTLET 8,555 CFM, 21.6"H X 19.38"W
8	PRE-COOL CW COIL (36" H x 65" W x 8" D)
9	POST-COOL CW COIL (36" H x 65" W x 8" D)
10	POST-COOL COIL BOX
11	PRE-COOL COIL BOX
12	PRE-HEAT HOT WATER COIL
13	PRE-HEAT HOT WATER COIL BOX
14	ELECTRICAL CONTROL BOX
15	5" C-CHANNEL SKID-LIFTING/ANCHORING PROVISIONS
16	OUTLINE ITEM DESCRIPTION
17	REACT OUTLET 2,849 CFM, 13.5" H x 12" W



FRONT ISO



REAR ISO



**INNOVATIVE AIR
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PROJECT: Warren County Public Safety REPLACEMENT		
TITLE: IAT-10000RE-IDP-8555		
DWG NO: IAT-DH 0127 UNIT OUTLINE	WEIGHT: 12,820 lbs	
DRAWN BY: JP	CHECK BY: KO	DATE: 7/24/2024
SIZE: B	SCALE: -	SHEET: 2 OF 2



Customer: H&H Chesapeake
Project: Warren County Public Safety
REPLACEMENT
Contact: Kyle Bond
Model: IAT-10000RE-IDP-8555
Date: 7.24.2024

Features

- 2 Year Parts Warranty
- Corrosion Resistant Galvanized G90 Sheet Metal
- EMT/LTMC Conduit
- LED indicator Lights
- 1/4 Turn Hinged Access Service Doors
- Door Disconnect
- Construction Finish - Galvanized
- Double Wall Construction
- Fresh Air Inlet Adapter with PLC Automated Control via motorized actuator for control of incoming fresh air
- Insulation - 2" Poly Foam Board R-13
- Weatherproof Construction with rainhoods, NEMA 4 electrical enclosure and debris/rodent screens on all outside air inlets



Customer: H&H Chesapeake
Project: Warren County Public Safety
REPLACEMENT
Contact: Kyle Bond
Model: IAT-10000RE-IDP-8555
Date: 7.24.2024

Humidity Control

10" (Premium)



c.pCO Large

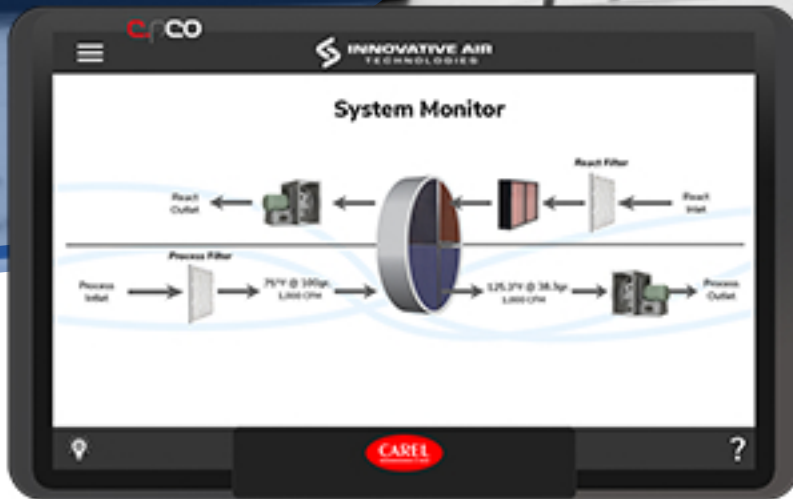
Specs/Features

- Model - 3176 iControl Premium PLC
- Controls Communication Protocol - BACnet
- Rotor Rotation Alarm Package
- Space Sensor - Ships with Unit
- Unit is controlled based on Room Conditions



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TECHNOLOGIES**

www.dehumidifiers.com



IAT's iControl PLC Controllers

The IAT iControl system is a customizable control panel designed for ease of use and built future-proof for any changes or upgrades needed down the road. There are many features the iControl PLC product family has such as remote connectivity, data logging, and a user-friendly UI touchscreen. We have various packages including iControl Basic which best services Compact units, iControl Premium which is best for IDP units, and iControl Ultimate for the complete turnkey controls solution. Our PLC screens come in sizes from 6" up to 15" based on customer viewing preference. Contact IAT to determine which system best serves your PLC requirements.

DEVICE FEATURES & HIGHLIGHTS

c.pCO Mini



- I/O optimization through universal channels
- 10 universal inputs/outputs
- Integrated Fieldbus/BMS port
- Ultracap module management
- Standard protocols (Modbus®, CAN, BACnet™)
- Embedded ExV, Energy Saving Algorithms and driving smart devices

- Programmable Controls
- Cloud Services
- 10 Universal I/O pins
- Two EVDEVO Expansion Valve Drivers
- Compatible with pCO5+, pCO5 and pCO3 controllers
- New Multitasking Operating System

c.pCO



SCREEN SIZES

15" (Ultimate)



10" (Premium)



6" (Basic)



INNOVATIVE AIR
TECHNOLOGIES

770-788-6744

iat@dehumidifiers.com

www.dehumidifiers.com

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DEVICE PLANS & PACKAGES

BASIC

- C.Pco Mini with 6" touchscreen
- Compact series/Standard Rotor Series Units
- On/Off Reactivation Heat
- Applicable to +/- 5% Dewpoint Designs
- Ethernet & microUSB (Type-A) Connections
- MODBus or Ethernet TCP/IP Communication

PREMIUM

Basic Features Plus

- Pre Heating & Cooling
- Post Heating & Cooling
- Filter Monitoring

- C.Pco with 10" touchscreen
- IDP Series Units
- Modular Reactivation Heat (1-3 Stages)
- Applicable to +/- 2% Dewpoint Designs
- Basic Package Connections and Communication

ULTIMATE

Premium Features Plus

- Automatic AirFlow Controls
- Data Logging
- OTA Software Updates through service plans

- C.PCo with 15" touchscreen
- IDP Series Units, Low Dewpoint Designs
- Modular Reactivation Heat (1-3 Stages)
- Applicable to +/- <1% Low Dewpoint Designs
- Premium Package Connections and Communication

SCREEN SIZES

15" (Ultimate)



10" (Premium)



6" (Basic)





Customer: H&H Chesapeake
Project: Warren County Public Safety
REPLACEMENT
Contact: Kyle Bond
Model: IAT-10000RE-IDP-8555
Date: 7.24.2024

General

Aluminum Casing Thickness and Type: 2.4" Thermal Break

Mounting Location: Outdoor

Electrical Enclosure Rating: NEMA 4

Altitude: 20

Voltage: 460-480/3/60

FLA: 112.38

MCA: 140.48

MOCP: 150

React Heater Type: Electric

Moisture Removal Rate of System (Lbs./Hr): 345.3

Humidity Control: 3176 iControl Premium PLC

General Description

The dehumidifier shall be capable of automatic continuous Outdoor operation. The desiccant wheel shall be rotary vertical desiccant wheel, sorption atmospheric type capable of constant moisture output with a constant moisture inlet. All access panels shall be weather tight as to not allow temperature or moisture infiltration into the system. The dehumidifier shall be a complete factory assembled, tested unit that includes: Electric heaters for reactivation heat, TEFC motors on both process and reactivation fans, replaceable high capacity pleated filters, direct drive fans, desiccant wheel chain drive system, high capacity desiccant wheel, NEC rated electrical panel, access panels for all components, internal safeties and automatic controls. Dehumidifier shall remove 345.3 Lbs/hr of moisture from the air based on inlet conditions shown on flow diagram

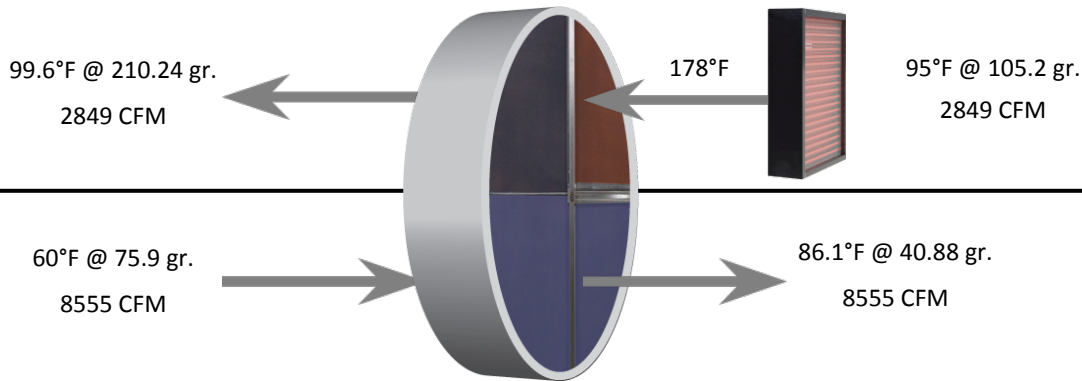
Construction Description

The unit casing shall be constructed using a 2.4" Thermal Break unitized, internal aluminum framing, covered, riveted and welded for torsional rigidity. External skin shall be provided with 16 gauge Galvaneal steel, primed and painted with industrial marine grade enamel for long term corrosion protection. Access panels shall be double wall construction and shall use heavy-duty hinges with ½ turn compression latches fully capable of being fully tightened against gasket surfaces. Panels without gaskets shall not be acceptable. Access panels shall be large enough to access all internal components to facilitate easy replacement or maintenance. Hinges shall be installed by locating hinges no more than 36 inches on center from hinge to hinge. All major components such as coils, filters, blowers, etc., within the air handling structure shall be easily removable through access panels without dismantling plenums. Equipment that requires disassembly of components rather than access through removable or hinged panels shall not be acceptable. All open air ducts shall have rainhoods and rodent screens to prevent any water penetrations or unnecessary debris from entering unit. Electrical enclosures to be NEMA 4 construction.



Customer: H&H Chesapeake
Project: Warren County Public Safety
REPLACEMENT
Contact: Kyle Bond
Model: IAT-10000RE-IDP-8555
Date: 7.24.2024

Dehumidifier



Specs/Features

- Desiccant Wheel Size - 1525X200
- Moisture Removal - 193.8
- Pressure Drop Process ("W.C.") - 0.99
- Pressure Drop React ("W.C.") - 1.14
- Chain Drive

Wheel Media

The dehumidification desiccant wheel or "rotor" shall be uniform in nature, comprised of corrugated fiberglass with an "in situation" formed silica gel desiccant. Corrugations shall be 0.059" tall by 0.118" wide, with a wall thickness of 0.007" + 0.001". Media shall be nominally 12 lb per cubic foot with "dry" (reactivated) desiccant concentration of not less than 80% of the total media mass. Not more than 4% of the media, including face coat, shall be of an organic material. Rotor media is rated for continuous service between -100 FDB and + 320 FDB. Media must withstand temperatures to 2000 FDB without mechanical failure. Rotor media shall be independently tested in accordance with ASHRAE guidelines for performance and independently tested in accordance with ASTM E-84 for flame resistance and smoke production. ASTM E-84 result must be 0/0 for both flame and smoke rounded indexes. Independent test results must be furnished by the manufacturer upon request.

Rotor Frame

Rotor Frame shall be comprised of thick wall "DOM" carbon steel tubing (stainless steel alternate), with welded 10 gage spokes and welded internal 10 gage media retention strips (stainless steel alternate). Spoke ends shall terminate with welded heavy duty coupling nuts for bolt attachment of outer rim. Outer rim shall be manufactured from not less than 14 gage 304 stainless steel. When applicable, 14 gage minimum type 304 stainless steel flanges shall be stitch welded to the outer rim on 4" centers. Flanges shall be additionally sealed to the outer rim using 400 FDB rated silicone sealant. Rotor Frame shall include non-maintenance sealed bearings rated for 200,000 hours continuous duty. Rotor Perimeter shall be equipped with a carbon steel continuous perimeter sprocket (stainless steel alternate), rated for 87,600 hours of continuous use, and compatible with the specified drive system.

Cassette Frame

Framing shall be manufactured from welded 304 stainless steel tubing. All welds shall be reasonably ground and dressed for appearance. Structural welds shall be continuous and non-structural welds shall be on 4" centers. Cassette face panels shall be 304 stainless steel and welded in place. Cassette motor drive base plate shall be of 304 stainless steel and shall be attached to the cassette via a bolted 1/2" shaft. Rotor shaft shall be manufactured from 4140 Cold Rolled steel (stainless steel alternate) and shall be bolted to the cassette via oversized Allen head socket type shoulder screws. Rotor movement on the drive shaft shall be prevented by the use of two (2) machined anti rotation plates, which shall additionally prevent the rotor shaft from turning.

Rotor Seals

Shall be of "twin contact" design and manufactured from Viton material. Seals shall be rated for 87,600 hours of continuous use. Seals shall not require adjustment during their operable lifetime, or rotor removal for replacement.

Rotor Drive

Shall include a parallel shaft gear reducer with hardened steel gears and drive motor suitable for both 50 and 60 hz operation. Motor to be TEFC type rated IP 54 minimum. Cast aluminum motor gear case shall be permanently lubricated. Gear Reducer drive shall be equipped with a #40 chain hardened carbon steel ANSI drive sprocket (stainless steel alternate), nickel plated corrosion resistant drive chain and spring type automatic chain tensioning device. Automatic tensioner shall have manual backup. Drive Base Plate shall be stainless steel.



Customer: H&H Chesapeake
Project: Warren County Public Safety
REPLACEMENT
Contact: Kyle Bond
Model: IAT-10000RE-IDP-8555
Date: 7.24.2024

Electric React Heat



Specs/Features

- Btuh - 255384
- Kw - 74.8
- FLA - 90.08
- Control Type - Analog from IAT PLC

General Description

The reactivation shall consist of electric finned heaters. The total heat shall consist of 74.8 Kwh and consist of two stages, one stage that operates when the react fan energizes, and one stage that operates via reactivation temperature controller. Electric heaters shall not be of the open Nichrome type.

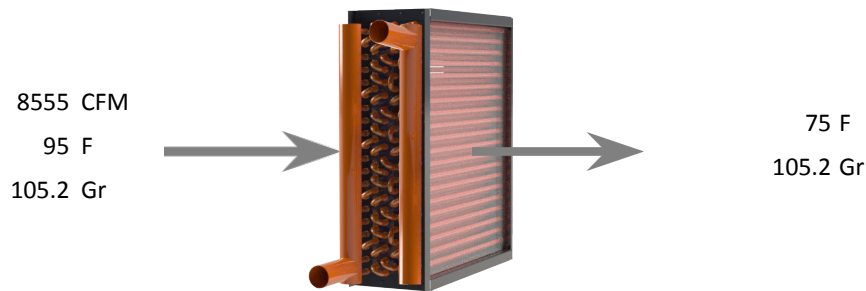
Control Type

The reactivation heaters shall be controlled from the dehumidifier's on board temperature controller device.



Customer: H&H Chesapeake
Project: Warren County Public Safety
REPLACEMENT
Contact: Kyle Bond
Model: IAT-10000RE-IDP-8555
Date: 7.24.2024

Pre Heating Coil



Specs/Features

- Btuh - 564994
- Entering Water (F) - 120
- Leaving Water (F) - 110
- GPM - 114.3
- Control Type - Analog from IAT PLC

General

Coilmaster fluid coils are intended for use with water, glycol, or other appropriate heat transfer fluids. Coils are to be designed to maximize performance under specified conditions with minimal air-side pressure drop.

Certification

All water coils designed with 1/2" or 5/8" tubes are to be ARI performance certified and shall bear the ARI symbol. Coils outside the scope of ARI's standard rating conditions or the manufacturer's certification program will be acceptable since the manufacturer is a current member of the ARI coil certification program, and coils will be rated in accordance with ARI Standard 410.

Tubes

Tubes and return bends shall be constructed from seamless UNS C12200 copper conforming to ASTM B224 and ASTM E527. Properties shall be O50 light annealed, with a maximum grain size of 0.040 mm. Tubes are to be mechanically expanded into fins (secondary surface) for maximum heat transfer. Materials are to be 3/8" diameter x (0.014, 0.022) wall thickness, 1/2" diameter x (0.016, 0.025) wall thickness, or 5/8" diameter x (0.020, 0.025, 0.035, 0.049) wall thickness.

Fins

Secondary surface (fins) shall be of the plate-fin design using aluminum or copper, with die-formed collars. Fin design to be flat, waffle, or sine-wave in a staggered tube pattern to meet performance requirements. Collars will hold fin spacing at specified density, and cover the entire tube surface. Aluminum properties are to be Alloy 1100 per ASTM B209, with O (soft) temper; copper is to be Alloy 11000 per ASTM B152-06 with soft (anneal) temper. Fins are to be free of oils and oxidation.

Headers & Connections

Headers are to be constructed of seamless UNS C12200, Type L (drawn) copper material sized to match specified connection size. Type K (drawn) copper headers and Schedule 40 steel headers shall be offered as optional materials. Connection material shall be copper, or Schedule 40 steel or red brass pipe. The type of connection is to be sweat type, MPT or FPT, grooved, or flanged as required.

Casing

Coil casing material shall be of G90 galvanized steel, 16 gauge minimum. Heavier material, stainless steel, copper, or aluminum casings are to be provided as required. Intermediate tube supports are to be provided on all coils 48" and longer fin length. Coil casings on top and bottom of coils are to have double-flange construction, allowing for vertical stacking of coils.

Pressure Testing & Operating Pressures and Temperatures

Coils shall be tested at 550 psig using dry nitrogen, submerged under water. Dual-operator verification shall determine that all coils are leak-free. Fluid coils shall be designed to withstand 300° F maximum operating fluid temperature, and 250 psig maximum operating pressure.



Information

Project: Warren County Public Safety
REPLACEMENT

Date: 7.24.2024

Coil Name: **Pre Heating Coil**

Model: HWC02C11-40.50x78.00L

Physical Data

Mode: Heating
Coils/Bank: 1
Fin Type: 5/8 1.5"x1.299" Waffle
Fin Height: 40.5"
Fin Length: 78"
Rows: 2
Fins/Inch: 11
Circuiting: Optimized at (18 Feeds) /
6 Pass
Dry Weight (ea.): 153.9 Lbs.

Materials

Fin Matl.: Aluminum 0.006 in.
Tube Matl.: Copper 0.02 in.

Internal Fluid

Fluid: Water
Ent. Fluid Temp: 120 °F

Airside

Airflow: 8555 SCFM
Altitude: 20 ft.
Ent. DB/WB: 14 °F / 0 °F
LDB/WB Req'd: 75 °F / 0 °F

Construction

Coil Hand: Left
Casing Matl.: Galvanized
Casing Type: Flanged
Connection Matl.: Copper
Connection Type: SWT

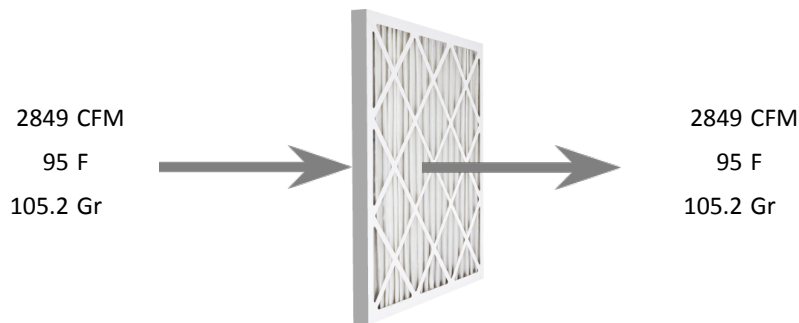
Performance

Description	UOM	Water Perf.
Model		HWC02C11-40.50x78.00L
Rows/FPI	fpi	2 / 11
Total Capacity	MBH	565
Sensible Capacity	MBH	565
Lvg Air DB/WB	°F	75.13 / 46.32
Face Velocity	Sfpm	389.97
Lvg Fluid Temp	°F	110.01
Fluid Flow Rate	GPM	114.26
Air Pressure Drop	in. H2O	.13
Fluid Pressure Drop	Ft. H2O	16.67
Coil Circuiting		Optimized at (18 Feeds) / 6 Pass
Connection Size	NPT	1
Fluid Velocity	fps	7.51
Dry/Operating Weight (ea.)	Lbs	153.9



Customer: H&H Chesapeake
Project: Warren County Public Safety
REPLACEMENT
Contact: Kyle Bond
Model: IAT-10000RE-IDP-8555
Date: 7.24.2024

React Filter



Filter Efficiency (MERV): MERV 8 With Dirty Filter Alarm

Filter Pressure Drop (Design, "WC): 0.31

Filter Pressure Drop (Final, "WC): 0.62

Filter Height: 32

Filter Width: 32

Filter Depth: 2

Filter Area (Ft²): 7.11

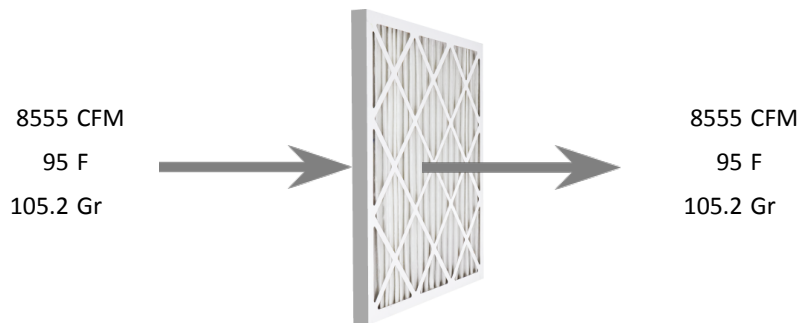
Face Velocity (FPM): 400.7

The unit shall include removable filters at the inlet of both process and reactivation air streams. These filters shall be mounted on sliding racks and accessible through access panels. All supply air is filtered through MERV MERV 8 With Dirty Filter Alarm filters with initial pressure drop of 0.31 "W.C. and a final pressure drop of 0.62 "W.C., as rated by ASHRAE Test Standard 52-76. Filters are disposable 2" deep, pleated disposable type with non-woven media held in place by a welded wire grid. Air velocity of 500 FPM shall be under maximum ASHRAE Standards. Filters are held in channels top and bottom with spacers and back-up plates to minimize bypass. Filter channels are welded and sealed in place to eliminate air bypass. Media shall be 100% synthetic media that does not support microbial growth. Filters shall have 100% recycled post consumer recycled expanded metal support grid bonded to the air exiting side of the filter to maintain pleat uniformity and prevent fluttering. Metal grid shall be recyclable. Filters shall be rated to withstand a continuous operating temperature of up to 150F.



Customer: H&H Chesapeake
Project: Warren County Public Safety
REPLACEMENT
Contact: Kyle Bond
Model: IAT-10000RE-IDP-8555
Date: 7.24.2024

Process Filter



Specs/Features

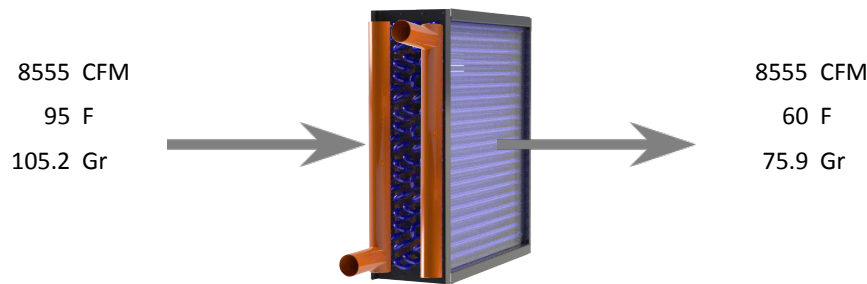
- Filter Efficiency (MERV) - MERV 14 With Dirty Filter Alarm
- Filter Pressure Drop (Design, "WC) - 0.41
- Filter Pressure Drop (Final, "WC) - 0.82
- Filter Height - 40
- Filter Width - 75
- Filter Depth - 2
- Filter Area (Ft²) - 20.83
- Face Velocity (FPM) - 410.71
- Connection Location - End
- Connection Type - Slip
- Damper - (Motorized, requires PLC)

The unit shall include removable filters at the inlet of both process and reactivation air streams. These filters shall be mounted on sliding racks and accessible through access panels. All supply air is filtered through MERV MERV 14 With Dirty Filter Alarm filters with initial pressure drop of 0.41 "W.C. and a final pressure drop of 0.82 "W.C.. as rated by ASHRAE Test Standard 52-76. Filters are disposable 2" deep, pleated disposable type with non-woven media held in place by a welded wire grid. Air velocity of 500 FPM shall be under maximum ASHRAE Standards. Filters are held in channels top and bottom with spacers and back-up plates to minimize bypass. Filter channels are welded and sealed in place to eliminate air bypass. Media shall be 100% synthetic media that does not support microbial growth. Filters shall have 100% recycled post consumer recycled expanded metal support grid bonded to the air exiting side of the filter to maintain pleat uniformity and prevent fluttering. Metal grid shall be recyclable. Filters shall be rated to withstand a continuous operating temperature of up to 150F.



Customer: H&H Chesapeake
Project: Warren County Public Safety
REPLACEMENT
Contact: Kyle Bond
Model: IAT-10000RE-IDP-8555
Date: 7.24.2024

Pre Cooling Coil



Specs/Features

- Btuh - 355450
- Btuh (Sensible) - 331464
- Btuh (Latent) - 180163
- GPM (If Chilled Water) - 70.7
- Moisture Removal - 151.6
- Control Type - Analog from IAT PLC
- Valve Type - 2 Way Valve by Others

General

Coilmaster fluid coils are intended for use with water, glycol, or other appropriate heat transfer fluids. Coils are to be designed to maximize performance under specified conditions with minimal air-side pressure drop.

Certification

All water coils designed with 1/2" or 5/8" tubes are to be ARI performance certified and shall bear the ARI symbol. Coils outside the scope of ARI's standard rating conditions or the manufacturer's certification program will be acceptable since the manufacturer is a current member of the ARI coil certification program, and coils will be rated in accordance with ARI Standard 410.

Tubes

Tubes and return bends shall be constructed from seamless UNS C12200 copper conforming to ASTM B224 and ASTM E527. Properties shall be O50 light annealed, with a maximum grain size of 0.040 mm. Tubes are to be mechanically expanded into fins (secondary surface) for maximum heat transfer. Materials are to be 3/8" diameter x (0.014, 0.022) wall thickness, 1/2" diameter x (0.016, 0.025) wall thickness, or 5/8" diameter x (0.020, 0.025, 0.035, 0.049) wall thickness.

Fins

Secondary surface (fins) shall be of the plate-fin design using aluminum or copper, with die-formed collars. Fin design to be flat, waffle, or sine-wave in a staggered tube pattern to meet performance requirements. Collars will hold fin spacing at specified density, and cover the entire tube surface. Aluminum properties are to be Alloy 1100 per ASTM B209, with O (soft) temper; copper is to be Alloy 11000 per ASTM B152-06 with soft (anneal) temper. Fins are to be free of oils and oxidation.

Headers & Connections

Headers are to be constructed of seamless UNS C12200, Type L (drawn) copper material sized to match specified connection size. Type K (drawn) copper headers and Schedule 40 steel headers shall be offered as optional materials. Connection material shall be copper, or Schedule 40 steel or red brass pipe. The type of connection is to be sweat type, MPT or FPT, grooved, or flanged as required.

Casing

Coil casing material shall be of G90 galvanized steel, 16 gauge minimum. Heavier material, stainless steel, copper, or aluminum casings are to be provided as required. Intermediate tube supports are to be provided on all coils 48" and longer fin length. Coil casings on top and bottom of coils are to have double-flange construction, allowing for vertical stacking of coils.

Pressure Testing & Operating Pressures and Temperatures

Coils shall be tested at 550 psig using dry nitrogen, submerged under water. Dual-operator verification shall determine that all coils are leak-free. Fluid coils shall be designed to withstand 300° F maximum operating fluid temperature, and 250 psig maximum operating pressure.



Information

Project: Warren County Public Safety
REPLACEMENT

Coil Name: [Pre Cooling Coil](#)

Date: 7.24.2024

Model: CWC04C13-40.50x78.00L

Physical Data

Mode: Cooling
Coils/Bank: 1
Fin Type: 5/8 1.5"x1.299" Waffle
Fin Height: 40.5"
Fin Length: 78"
Rows: 4
Fins/Inch: 13
Circuiting: Optimized at (15 Feeds) /
14 Pass
Dry Weight (ea.): 274.2 Lbs.

Materials

Fin Matl.: Aluminum 0.006 in.
Tube Matl.: Copper 0.02 in.

Internal Fluid

Fluid: Water
Ent. Fluid Temp: 50 °F

Airside

Airflow: 8555 SCFM
Altitude: 20 ft.
Ent. DB/WB: 95 °F / 69.5 °F
LDB/WB Req'd: 60 °F / 59.6 °F

Construction

Coil Hand: Left
Casing Matl.: Galvanized
Casing Type: Flanged
Connection Matl.: Copper
Connection Type: SWT

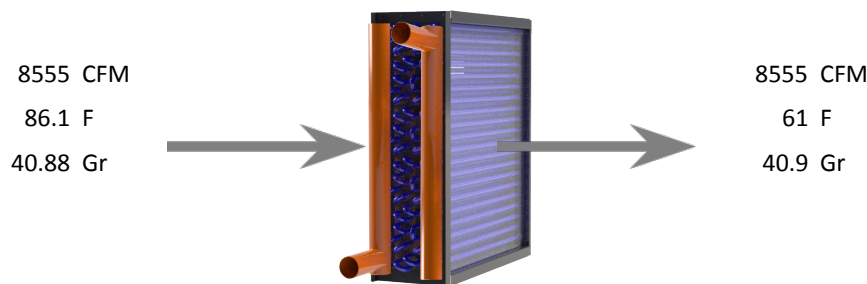
Performance

Description	UOM	Water Perf.
Model		CWC04C13-40.50x78.00L
Rows/FPI	fpi	4 / 13
Total Capacity	MBH	355.5
Sensible Capacity	MBH	331.5
Lvg Air DB/WB	°F	59.74 / 56.57
Face Velocity	Sfpm	389.97
Lvg Fluid Temp	°F	60.07
Fluid Flow Rate	GPM	70.7
Air Pressure Drop	in. H2O	.32
Fluid Pressure Drop	Ft. H2O	18.69
Coil Circuiting		Optimized at (15 Feeds) / 14 Pass
Connection Size	NPT	1
Fluid Velocity	fps	5.46
Dry/Operating Weight (ea.)	Lbs	274.2



Customer: H&H Chesapeake
Project: Warren County Public Safety
REPLACEMENT
Contact: Kyle Bond
Model: IAT-10000RE-IDP-8555
Date: 7.24.2024

Post Cooling Coil



Specs/Features

- Btuh - 236074
- Btuh (Sensible) - 236074
- Btuh (Latent) - -123
- GPM (If Chilled Water) - 47.36
- Moisture Removal - -0.1
- Control Type - Analog from IAT PLC
- Valve Type - 2 Way Valve by IAT

General

Coilmaster fluid coils are intended for use with water, glycol, or other appropriate heat transfer fluids. Coils are to be designed to maximize performance under specified conditions with minimal air-side pressure drop.

Certification

All water coils designed with 1/2" or 5/8" tubes are to be ARI performance certified and shall bear the ARI symbol. Coils outside the scope of ARI's standard rating conditions or the manufacturer's certification program will be acceptable since the manufacturer is a current member of the ARI coil certification program, and coils will be rated in accordance with ARI Standard 410.

Tubes

Tubes and return bends shall be constructed from seamless UNS C12200 copper conforming to ASTM B224 and ASTM E527. Properties shall be O50 light annealed, with a maximum grain size of 0.040 mm. Tubes are to be mechanically expanded into fins (secondary surface) for maximum heat transfer. Materials are to be 3/8" diameter x (0.014, 0.022) wall thickness, 1/2" diameter x (0.016, 0.025) wall thickness, or 5/8" diameter x (0.020, 0.025, 0.035, 0.049) wall thickness.

Fins

Secondary surface (fins) shall be of the plate-fin design using aluminum or copper, with die-formed collars. Fin design to be flat, waffle, or sine-wave in a staggered tube pattern to meet performance requirements. Collars will hold fin spacing at specified density, and cover the entire tube surface. Aluminum properties are to be Alloy 1100 per ASTM B209, with O (soft) temper; copper is to be Alloy 11000 per ASTM B152-06 with soft (anneal) temper. Fins are to be free of oils and oxidation.

Headers & Connections

Headers are to be constructed of seamless UNS C12200, Type L (drawn) copper material sized to match specified connection size. Type K (drawn) copper headers and Schedule 40 steel headers shall be offered as optional materials. Connection material shall be copper, or Schedule 40 steel or red brass pipe. The type of connection is to be sweat type, MPT or FPT, grooved, or flanged as required.

Casing

Coil casing material shall be of G90 galvanized steel, 16 gauge minimum. Heavier material, stainless steel, copper, or aluminum casings are to be provided as required. Intermediate tube supports are to be provided on all coils 48" and longer fin length. Coil casings on top and bottom of coils are to have double-flange construction, allowing for vertical stacking of coils.

Pressure Testing & Operating Pressures and Temperatures

Coils shall be tested at 550 psig using dry nitrogen, submerged under water. Dual-operator verification shall determine that all coils are leak-free. Fluid coils shall be designed to withstand 300° F maximum operating fluid temperature, and 250 psig maximum operating pressure.



Information

Project: Warren County Public Safety
REPLACEMENT

Coil Name: [Post Cooling Coil](#)

Date: 7.24.2024

Model: CWC03C13-40.50x78.00L

Physical Data

Mode: Cooling
Coils/Bank: 1
Fin Type: 5/8 1.5"x1.299" Waffle
Fin Height: 40.5"
Fin Length: 78"
Rows: 3
Fins/Inch: 13
Circuiting: Optimized at (10 Feeds) /
8 Pass
Dry Weight (ea.): 214.3 Lbs.

Materials

Fin Matl.: Aluminum 0.006 in.
Tube Matl.: Copper 0.02 in.

Internal Fluid

Fluid: Water
Ent. Fluid Temp: 50 °F

Airside

Airflow: 8555 SCFM
Altitude: 20 ft.
Ent. DB/WB: 86.1 °F / 61.1 °F
LDB/WB Req'd: 61 °F / 51.3 °F

Construction

Coil Hand: Left
Casing Matl.: Galvanized
Casing Type: Flanged
Connection Matl.: Copper
Connection Type: SWT

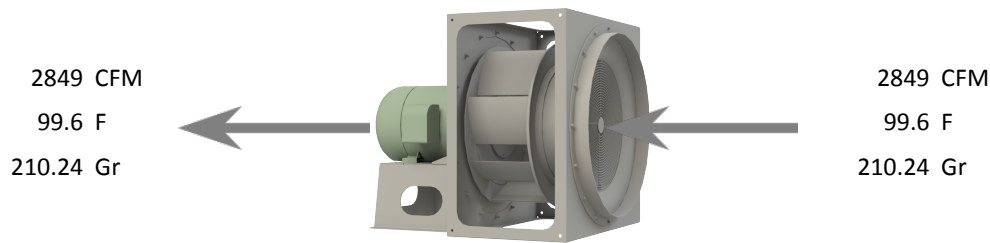
Performance

Description	UOM	Water Perf.
Model		CWC03C13-40.50x78.00L
Rows/FPI	fpi	3 / 13
Total Capacity	MBH	236.1
Sensible Capacity	MBH	236.1
Lvg Air DB/WB	°F	60.82 / 51.15
Face Velocity	Sfpm	389.97
Lvg Fluid Temp	°F	59.98
Fluid Flow Rate	GPM	47.36
Air Pressure Drop	in. H2O	.23
Fluid Pressure Drop	Ft. H2O	17.34
Coil Circuiting		Optimized at (10 Feeds) / 8 Pass
Connection Size	NPT	1
Fluid Velocity	fps	5.07
Dry/Operating Weight (ea.)	Lbs	214.3



Customer: H&H Chesapeake
Project: Warren County Public Safety
REPLACEMENT
Contact: Kyle Bond
Model: IAT-10000RE-IDP-8555
Date: 7.24.2024

React Fan



Specs/Features

- Size - 12
- Type - Backward Inclined SWSI Square Fan
- RPM - 3500
- HP - 5
- ESP - 2"
- VFD - Yes
- Fan Manufacturer - New York Blower
- Drive Type - Direct
- Motor Type - TEFC
- Neoprene Fan Isolation

General

The fan shall be Backward Inclined SWSI Square Fan 12 in Arrangement 4, capable of operating over the entire range in accordance with the equipment schedule and as defined in AMCA Standard 99-2408, as designed and manufactured by New York Blower. Process Fan wheels shall utilize non overloading airfoil blades in all models. Flat, single thickness blades are not acceptable. Unless otherwise directed, fans shall be in compliance with the layout shown on the drawings and flow diagrams.

Performance

Fan ratings shall be based on tests made in accordance with AMCA Standard 210, and licensed to bear the AMCA Certified Ratings Seal for Air Performance. Process Fans not licensed to bear the AMCA Seal for performance shall be tested, at supplier's expense, in an accredited AMCA laboratory. (Option: Only AMCA certified fans will be accepted.) Fans shall have a sharply rising pressure characteristic extending throughout the operating range to assure quiet and stable operation from wide open to closed off. Fan brake horsepower shall be equal to or less than 5 BHP at {{ESP (" W.C.)}} "external static pressure and 3500 RPM.

Sound

Fan manufacturers shall provide sound power level ratings for fans tested and rated in accordance with AMCA Standards 300 and 301. Tests shall be performed in an accredited AMCA laboratory. Sound power ratings shall be in decibels (reference 10-12 watts) in eight octave bands. Sound power levels will be corrected for installation by the specifying engineer, >90 dBA levels are not acceptable.

Construction

Fan housings are to be heavy gauge, welded construction. Housings with lock seams are not acceptable. Slip outlet is included as standard. Housing inlet cones shall be aerodynamically designed and spun providing a minimum separation of air flow. Belt driven fans are not acceptable.

Balance and Run Test

All fan wheels shall be dynamically balanced on precision balancers. Prior to shipment, completed fans shall receive a final test balance at the specified operating speed.



The New York Blower Company
Fan-to-Size
Fan Selection Detail

Project: Warren County Public Safety
REPLACEMENT
Customer: H&H Chesapeake
Contact: Kyle Bond

Fan Design

Product: Square Fan
 Type: Backward-Inclined
 Size: 12
 Fan Class: 2
 Wheel Type: Backward Inclined (airfoil: ACF/ECF) - ACF
 Wheel Material: Aluminum
 Wheel Weight: 8.0 lb
 Wheel WR²: 3 lb-ft²
 Percent Width: 97%
 Percent Diameter: 100.0%
 Outlet Area: .8646 sq. ft.
 Options: None
 Fan 'M': 10.375 in

Axial thrust load is -18 lbf.

*This configuration is NOT compliant with CEC regulations (NOT suitable for use in California). FEI: 0.

Calculation Mode: Find Width (Direct)

Arrangement: 4
 Drive Type: Direct
 Outlet Velocity: 3295 ft/min
 Static Efficiency: 58.51%
 Total Efficiency: 67.3%
 Operating Temp: 100° F
 Maximum Temp: 100° F
 Maximum Speed: (1) 3600 RPM
 Velocity Pressure: 0.642 in wg
 Fan Static Pressure: 4.26 in wg
 Fan Total Pressure: 4.9 in wg
 Altitude: 20 ft
 NW Delta: 0.125 in

Conditions (Actual Volume; Fan Static Pressure)

	Flow	Pressure	Power	Speed	Speed Limit (2)	Density	Altitude	Inlet Temp.	FEI
	ACFM	in wg (FSP)	bhp	rpm	rpm	lb/ft ³	ft	F	
Operating	2849	4.26	3.27	3500	3600	0.0710	20	100	0
Coldstart	2849	4.53	3.46	3500	3600	0.075	20	70	0
Standard	2849	4.53	3.46	3500	3600	0.075	0	70	0

(1) Speed Limit at Maximum Temperature (2) Speed Limit at indicated Inlet Temperature

Speed Limit Derates By Temperature

Temperature Derate Wheel Limit Fan Limit



The New York Blower Company certifies that the Backward Inclined SWSI Square Fan is licensed to bear the AMCA Air Performance Seal. The ratings shown are based on tests and procedures performed in accordance with AMCA Publication 211 and comply with the requirements of the AMCA Certified Ratings program. AMCA Licensed for Air Performance without Appurtenances (Accessories). Power HP (bhp) excludes drives. The data presented is not certified, and was modified from AMCA licensed performance data. It was modified to account for ** installation, appurtenances, or accessories, etc, Non-standard impeller width **, which were not included in the licensed ratings. This modified performance is not AMCA licensed but is provided to aid in selection and application of the product. Performance certified is for installation type: B - free inlet, ducted outlet.



The New York Blower Company
Fan-to-Size
Fan Selection Detail

Project: Warren County Public Safety
REPLACEMENT
 Customer: H&H Chesapeake
 Contact: Kyle Bond

Sound Power Level Ratings

Sound power and sound pressure levels are shown in decibels. (Power levels reference 10-12 watts and pressure levels reference 2x10⁻⁷ microbar.) Sound power ratings are calculated per AMCA Standard 301. Ratings do not include the effects of duct end correction. Sound levels do not include motors or drives. Pressure levels are estimated. A-weighting is per ANSI S.1.42-2001 (R2011).

Fan Sound

Center Freq (Hz)	63	125	250	500	1000	2000	4000	8000	Overall
Octave	1	2	3	4	5	6	7	8	
Inlet Total Power, dB	81	92	97	91	85	82	78	70	99
Point of Operation	4	2	0	3	3	3	2	1	
A-Weighting	-26.2	-16.1	-8.6	-3.2	0	1.2	1	-1.1	
Convert To Pressure	-11.5	-11.5	-11.5	-11.5	-11.5	-11.5	-11.5	-11.5	
Inlet Total Pressure, dBA	47	66	77	79	77	75	70	58	83
Outlet Total Power, dB	81	92	97	91	85	82	78	70	99
Point of Operation	4	2	0	3	3	3	2	1	
A-Weighting	-26.2	-16.1	-8.6	-3.2	0	1.2	1	-1.1	
Convert To Pressure	-11.5	-11.5	-11.5	-11.5	-11.5	-11.5	-11.5	-11.5	
Outlet Total Pressure, dBA	47	66	77	79	77	75	70	58	83
Fan Total Power, dB	84	95	100	94	88	85	81	73	102
Point of Operation	4	2	0	3	3	3	2	1	
Housing Radiated Noise	-5	-9	-12	-15	-12	-11	-13	-14	
A-Weighting	-26.2	-16.1	-8.6	-3.2	0	1.2	1	-1.1	
Convert To Pressure	-11.5	-11.5	-11.5	-11.5	-11.5	-11.5	-11.5	-11.5	
Fan Total Pressure, dBA	45	60	68	67	68	67	60	47	74

Directivity/Reflection is a hemispherical radiation (Q = 2); Distance is 5 ft.

At 5 ft, the estimated sound pressure level:

1. outside the fan due to an open inlet OR outlet is 83 dBA.
2. housing radiated noise when inlet and outlet are ducted away from listening point is 74 dBA.

The sound power and pressure levels displayed here are estimated values based on tests and ratings conducted in accordance with AMCA standards 300 and 301. AMCA does not certify any of these ratings.



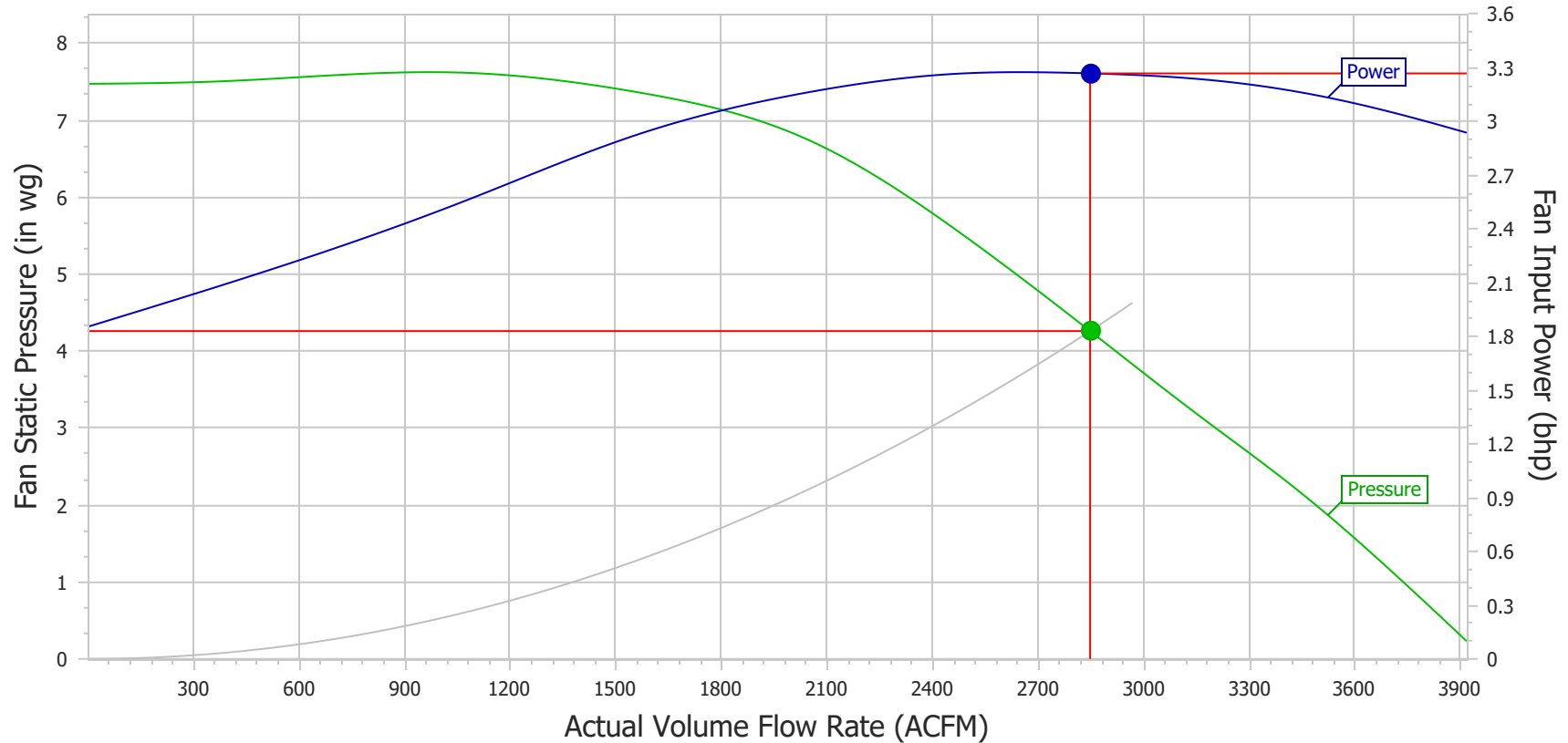
The New York Blower Company
Fan-to-Size
Fan Selection Detail

Project: Warren County Public Safety REPLACEMENT
Customer: H&H Chesapeake
Contact: Kyle Bond

Product: Square Fan
Material: Aluminum
Fan Size: 12, Fan Class: 2
Arrangement: 4
Wheel Type: Backward Inclined (airfoil: ACF/ECF) - ACF, Width: 97%
Options: None

Actual Volume Flow Rate: 2849 ACFM
Fan Static Pressure: 4.26 in wg
Speed: 3500 rpm
Power: 3.27 bhp

Inlet Temperature: 100 °F
Altitude: 20 ft
Density: 0.0710 lb/ft³
Outlet Velocity: 3295 ft/min



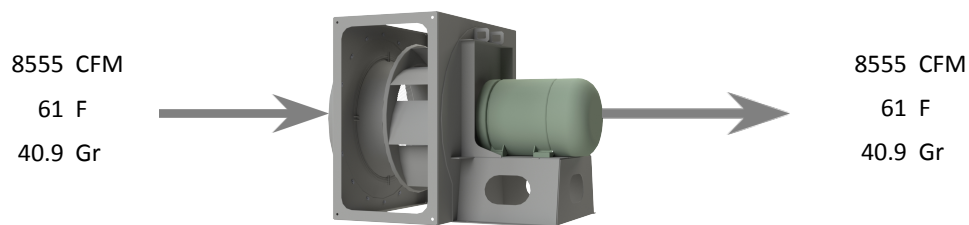
*This configuration is NOT compliant with CEC regulations (NOT suitable for use in California). FEI: 0.

AMCA Licensed for Air Performance without Appurtenances (Accessories). Power HP (bhp) excludes drives. The data presented is not certified, and was modified from AMCA licensed performance data. It was modified to account for ** installation, appurtenances, or accessories, etc, Non-standard impeller width **, which were not included in the licensed ratings. This modified performance is not AMCA licensed but is provided to aid in selection and application of the product. Performance certified is for installation type: B - free inlet, ducted outlet.



Customer: H&H Chesapeake
Project: Warren County Public Safety
REPLACEMENT
Contact: Kyle Bond
Model: IAT-10000RE-IDP-8555
Date: 7.24.2024

Process Fan



Specs/Features

- Size - 22
- Type - Backward Inclined SWSI Square Fan
- RPM - 1750
- HP - 10
- ESP - 2"
- VFD - Yes
- Fan Manufacturer - New York Blower
- Drive Type - Direct
- Coil Spring Fan Isolation
- Motor Type - TEFC

General

The fan shall be Backward Inclined SWSI Square Fan 22 in Arrangement 4, capable of operating over the entire range in accordance with the equipment schedule and as defined in AMCA Standard 99-2408, as designed and manufactured by New York Blower. Process Fan wheels shall utilize non overloading airfoil blades in all models. Flat, single thickness blades are not acceptable. Unless otherwise directed, fans shall be in compliance with the layout shown on the drawings and flow diagrams.

Performance

Fan ratings shall be based on tests made in accordance with AMCA Standard 210, and licensed to bear the AMCA Certified Ratings Seal for Air Performance. Process Fans not licensed to bear the AMCA Seal for performance shall be tested, at supplier's expense, in an accredited AMCA laboratory. (Option: Only AMCA certified fans will be accepted.) Fans shall have a sharply rising pressure characteristic extending throughout the operating range to assure quiet and stable operation from wide open to closed off. Fan brake horsepower shall be equal to or less than 10 BHP at {{ESP (" W.C.)}} "external static pressure and 1750 RPM.

Sound

Fan manufacturers shall provide sound power level ratings for fans tested and rated in accordance with AMCA Standards 300 and 301. Tests shall be performed in an accredited AMCA laboratory. Sound power ratings shall be in decibels (reference 10-12 watts) in eight octave bands. Sound power levels will be corrected for installation by the specifying engineer, >90 dBA levels are not acceptable.

Construction

Fan housings are to be heavy gauge, welded construction. Housings with lock seams are not acceptable. Slip outlet is included as standard. Housing inlet cones shall be aerodynamically designed and spun providing a minimum separation of air flow. Belt driven fans are not acceptable.

Balance and Run Test

All fan wheels shall be dynamically balanced on precision balancers. Prior to shipment, completed fans shall receive a final test balance at the specified operating speed.



The New York Blower Company
Fan-to-Size
Fan Selection Detail

Project: Warren County Public Safety
REPLACEMENT
Customer: H&H Chesapeake
Contact: Kyle Bond

Fan Design

Product: Square Fan
Type: Backward-Inclined
Size: 22
Fan Class: 2
Wheel Type: Backward Inclined (backward curved: BC) - BC
Wheel Material: Carbon Steel
Wheel Weight: 68.0 lb
Wheel WR²: 46 lb-ft²
Percent Width: 100%
Percent Diameter: 100.0%
Outlet Area: 2.91 sq. ft.
Options: None
Axial thrust load is -17.8 lbf.

Calculation Mode: Find Width (Direct)

Arrangement: 4
Drive Type: Direct
Outlet Velocity: 2940 ft/min
Static Efficiency: 64.51%
Total Efficiency: 72.4%
Operating Temp: 61° F
Maximum Temp: 61° F
Maximum Speed: (1) 2245 RPM
Velocity Pressure: 0.548 in wg
Fan Static Pressure: 4.49 in wg
Fan Total Pressure: 5.04 in wg
Altitude: 20 ft

*This configuration is NOT compliant with CEC regulations (NOT suitable for use in California). FEI: 0.

Conditions (Actual Volume; Fan Static Pressure)

	Flow	Pressure	Power	Speed	Speed Limit (2)	Density	Altitude	Inlet Temp.	FEI
	ACFM	in wg (FSP)	bhp	rpm	rpm	lb/ft ³	ft	F	
Operating	8555	4.49	9.39	1750	2245	0.0762	20	61	0
Coldstart	8555	4.45	9.27	1750	2245	0.0749	20	70	0
Standard	8555	4.46	9.28	1750	2245	0.075	0	70	0

(1) Speed Limit at Maximum Temperature (2) Speed Limit at indicated Inlet Temperature

Speed Limit Derates By Temperature

Temperature Derate Wheel Limit Fan Limit



The New York Blower Company certifies that the Backward Inclined SWSI Square Fan is licensed to bear the AMCA Air Performance Seal. The ratings shown are based on tests and procedures performed in accordance with AMCA Publication 211 and comply with the requirements of the AMCA Certified Ratings program. AMCA Licensed for Air Performance without Appurtenances (Accessories). Power HP (bhp) excludes drives. Performance certified is for installation type: B - free inlet, ducted outlet.



The New York Blower Company
Fan-to-Size
Fan Selection Detail

Project: Warren County Public Safety
REPLACEMENT
Customer: H&H Chesapeake
Contact: Kyle Bond

Sound Power Level Ratings

Sound power and sound pressure levels are shown in decibels. (Power levels reference 10-12 watts and pressure levels reference 2×10^{-7} microbar.) Sound power ratings are calculated per AMCA Standard 301. Ratings do not include the effects of duct end correction. Sound levels do not include motors or drives. Pressure levels are estimated. A-weighting is per ANSI S.1.42-2001 (R2011).

Fan Sound

Center Freq (Hz)	63	125	250	500	1000	2000	4000	8000	Overall
Octave	1	2	3	4	5	6	7	8	
Inlet Total Power, dB	95	96	94	90	86	84	79	73	100
Point of Operation	1	1	2	1	2	1	0	0	
A-Weighting	-26.2	-16.1	-8.6	-3.2	0	1.2	1	-1.1	
Convert To Pressure	-11.5	-11.5	-11.5	-11.5	-11.5	-11.5	-11.5	-11.5	
Inlet Total Pressure, dBA	58	69	75	76	77	74	68	60	82
Outlet Total Power, dB	95	96	94	90	86	84	79	73	100
Point of Operation	1	1	2	1	2	1	0	0	
A-Weighting	-26.2	-16.1	-8.6	-3.2	0	1.2	1	-1.1	
Convert To Pressure	-11.5	-11.5	-11.5	-11.5	-11.5	-11.5	-11.5	-11.5	
Outlet Total Pressure, dBA	58	69	75	76	77	74	68	60	82
Fan Total Power, dB	98	99	97	93	89	87	82	76	103
Point of Operation	1	1	2	1	2	1	0	0	
Housing Radiated Noise	-5	-9	-12	-15	-12	-11	-13	-14	
A-Weighting	-26.2	-16.1	-8.6	-3.2	0	1.2	1	-1.1	
Convert To Pressure	-11.5	-11.5	-11.5	-11.5	-11.5	-11.5	-11.5	-11.5	
Fan Total Pressure, dBA	56	63	66	64	68	66	58	49	73

Directivity/Reflection is a hemispherical radiation ($Q = 2$); Distance is 5 ft.

At 5 ft, the estimated sound pressure level:

1. outside the fan due to an open inlet OR outlet is 82 dBA.
2. housing radiated noise when inlet and outlet are ducted away from listening point is 73 dBA.

The sound power and pressure levels displayed here are estimated values based on tests and ratings conducted in accordance with AMCA standards 300 and 301. AMCA does not certify any of these ratings.



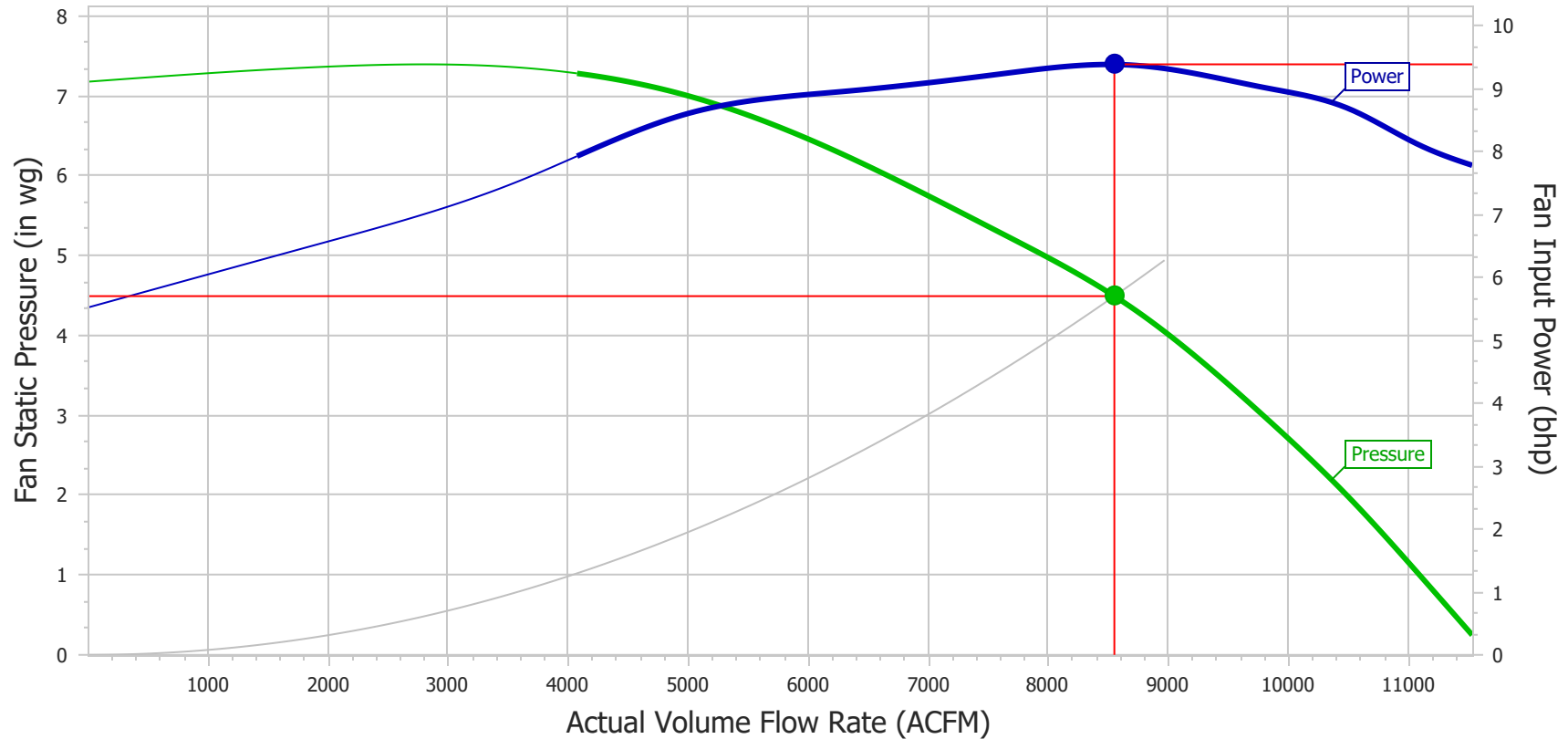
The New York Blower Company
Fan-to-Size
Fan Selection Detail

Project: Warren County Public Safety REPLACEMENT
Customer: H&H Chesapeake
Contact: Kyle Bond

Product: Square Fan
Material: Carbon Steel
Fan Size: 22, Fan Class: 2
Arrangement: 4
Wheel Type: Backward Inclined (backward curved: BC) - BC
Options: None

Actual Volume Flow Rate: 8555 ACFM
Fan Static Pressure: 4.49 in wg
Speed: 1750 rpm
Power: 9.39 bhp

Inlet Temperature: 61 °F
Altitude: 20 ft
Density: 0.0762 lb/ft³
Outlet Velocity: 2940 ft/min



*This configuration is NOT compliant with CEC regulations (NOT suitable for use in California). FEI: 0.

AMCA Licensed for Air Performance without Appurtenances (Accessories). Power HP (bhp) excludes drives. Performance certified is for installation type: B - free inlet, ducted outlet.



Duct Connection Features

Customer: H&H Chesapeake
Project: Warren County Public Safety
REPLACEMENT
Contact: Kyle Bond
Model: IAT-10000RE-IDP-8555
Date: 7.24.2024

- React Outlet
 - No features selected
- React Inlet
 - No features selected
- Process Inlet
 - Connection Location - End
 - Connection Type - Slip
 - Damper - (Motorized, requires PLC)
- Process Outlet
 - No features selected



Static Pressure Calculations

Customer: H&H Chesapeake
Project: Warren County Public Safety
REPLACEMENT
Contact: Kyle Bond
Model: IAT-10000RE-IDP-8555
Date: 7.24.2024

React Fan 2849 CFM		" of w.c.
Dehumidifier		1.14
Electric React Heat		0.5
React Filter		0.62
Internal Static Pressure Loss(")		2.26
React Fan Total Static Pressure ("		4.26
External Static Pressure ("		2.00

Process Fan 8555 CFM		" of w.c.
Post Cooling Coil		0.23
Dehumidifier		0.99
Pre Cooling Coil		0.32
Pre Heating Coil		0.13
Process Filter		0.82
Internal Static Pressure Loss(")		2.49
Process Fan Total Static Pressure ("		4.49
External Static Pressure ("		2.00



Schedule

Customer: H&H Chesapeake
Project: Warren County Public Safety REPLACEMENT
Contact: Kyle Bond
Model: IAT-10000RE-IDP-8555
Date: 7.24.2024

Humidity Control

Model	3176 iControl Premium PLC
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General

Aluminum Casing Thickness and Type	2.4" Thermal Break
Mounting Location	Outdoor
Electrical Enclosure Rating	NEMA 4
Altitude	20
Voltage	460-480/3/60
FLA	112.38
MCA	140.48
MOC	150
React Heater Type	Electric
Moisture Removal Rate of System (Lbs./Hr)	345.3
Humidity Control	3176 iControl Premium PLC

Dehumidifier

Desiccant Wheel Size	1525X200
Moisture Removal	193.8
Pressure Drop Process ("W.C.)	0.99
Pressure Drop React ("W.C.)	1.14



Electric React Heat

Heat to Temp (°F)	178
Entering Airflow (CFM)	2849
Entering Temp (°F)	95
Entering Moisture (gr)	105.2
Btuh	255384
Kw	74.8
FLA	90.08

Pre Heating Coil

Heat to Temp (°F)	75
Entering H2O Temp (°F)	120
Leaving H2O Temp (°F)	110
Entering Airflow (CFM)	8555
Entering Temp (°F)	95
Entering Moisture (gr)	105.2
Btuh	564994
Entering Water (F)	120
Leaving Water (F)	110
GPM	114.3

React Filter

Airflow (CFM)	2849
Temp (°F)	95
Moisture (gr)	105.2
Filter Efficiency (MERV)	MERV 8 With Dirty Filter Alarm
Filter Pressure Drop (Design, "WC)	0.31
Filter Pressure Drop (Final, "WC)	0.62
Filter Height	32
Filter Width	32
Filter Depth	2
Filter Area (Ft2)	7.11
Face Velocity (FPM)	400.7



Process Filter

Airflow (CFM)	8555
Temp (°F)	95
Moisture (gr)	105.2
Filter Efficiency (MERV)	MERV 14 With Dirty Filter Alarm
Filter Pressure Drop (Design, "WC)	0.41
Filter Pressure Drop (Final, "WC)	0.82
Filter Height	40
Filter Width	75
Filter Depth	2
Filter Area (Ft2)	20.83
Face Velocity (FPM)	410.71

Pre Cooling Coil

Entering H2O Temp (°F)	
Leaving H2O Temp (°F)	
Entering Airflow (CFM)	8555
Entering Temp (°F)	95
Entering Moisture (gr)	105.2
Leaving Airflow (CFM)	8555
Leaving Temp (°F)	60
Leaving Moisture (gr)	75.9
Btuh	355450
Btuh (Sensible)	331464
Btuh (Latent)	180163
GPM (If Chilled Water)	70.7
Moisture Removal	151.6



Post Cooling Coil

Entering H2O Temp (°F)	
Leaving H2O Temp (°F)	
Entering Airflow (CFM)	8555
Entering Temp (°F)	86.1
Entering Moisture (gr)	40.88
Leaving Airflow (CFM)	8555
Leaving Temp (°F)	61
Leaving Moisture (gr)	40.9
Btuh	236074
Btuh (Sensible)	236074
Btuh (Latent)	-123
GPM (If Chilled Water)	47.36
Moisture Removal	-0.1

React Fan

Entering Airflow (CFM)	2849
Entering Temp (°F)	99.6
Entering Moisture (gr)	210.24
Leaving Airflow (CFM)	2849
Leaving Temp (°F)	99.6
Leaving Moisture (gr)	210.24
Size	12
Type	Backward Inclined SWSI Square Fan
RPM	3500
HP	5
ESP	2"
VFD	Yes
Fan Manufacturer	New York Blower



Process Fan

Entering Airflow (CFM)	8555
Entering Temp (°F)	61
Entering Moisture (gr)	40.9
Leaving Airflow (CFM)	8555
Leaving Temp (°F)	61
Leaving Moisture (gr)	40.9
Size	22
Type	Backward Inclined SWSI Square Fan
RPM	1750
HP	10
ESP	2"
VFD	Yes
Fan Manufacturer	New York Blower



General Specifications

Customer: H&H Chesapeake
Project: Warren County Public Safety REPLACEMENT
Contact: Kyle Bond
Model: IAT-10000RE-IDP-8555
Date: 7.24.2024

Humidity Control

General

General Description

The dehumidifier shall be capable of automatic continuous Outdoor operation. The desiccant wheel shall be rotary vertical desiccant wheel, sorption atmospheric type capable of constant moisture output with a constant moisture inlet. All access panels shall be weather tight as to not allow temperature or moisture infiltration into the system. The dehumidifier shall be a complete factory assembled, tested unit that includes: Electric heaters for reactivation heat, TEFC motors on both process and reactivation fans, replaceable high capacity pleated filters, direct drive fans, desiccant wheel chain drive system, high capacity desiccant wheel, NEC rated electrical panel, access panels for all components, internal safeties and automatic controls. Dehumidifier shall remove 345.3 Lbs/hr of moisture from the air based on inlet conditions shown on flow diagram

Construction Description

The unit casing shall be constructed using a 2.4" Thermal Break unitized, internal aluminum framing, covered, riveted and welded for torsional rigidity. External skin shall be provided with 16 gauge Galvaneal steel, primed and painted with industrial marine grade enamel for long term corrosion protection. Access panels shall be double wall construction and shall use heavy-duty hinges with ½ turn compression latches fully capable of being fully tightened against gasket surfaces. Panels without gaskets shall not be acceptable. Access panels shall be large enough to access all internal components to facilitate easy replacement or maintenance. Hinges shall be installed by locating hinges no more than 36 inches on center from hinge to hinge. All major components such as coils, filters, blowers, etc., within the air handling structure shall be easily removable through access panels without dismantling plenums. Equipment that requires disassembly of components rather than access through removable or hinged panels shall not be acceptable. All open air ducts shall have rainhoods and rodent screens to prevent any water penetrations or unnecessary debris from entering unit. Electrical enclosures to be NEMA 4 construction.

Dehumidifier

Wheel Media

The dehumidification desiccant wheel or "rotor" shall be uniform in nature, comprised of corrugated fiberglass with an "in situation" formed silica gel desiccant. Corrugations shall be 0.059" tall by 0.118" wide, with a wall thickness of 0.007" + 0.001". Media shall be nominally 12 lb per cubic foot with "dry" (reactivated) desiccant concentration of not less than 80% of the total media mass. Not more than 4% of the media, including face coat, shall be of an organic material. Rotor media is rated for continuous service between -100 FDB and + 320 FDB. Media must withstand temperatures to 2000 FDB without mechanical failure. Rotor media shall be independently tested in accordance with ASHRAE guidelines for performance and independently tested in accordance with ASTM E-84 for flame resistance and smoke production. ASTM E-84 result must be 0/0 for both flame and smoke rounded indexes. Independent test results must be furnished by the manufacturer upon request.

Rotor Frame

Rotor Frame shall be comprised of thick wall "DOM" carbon steel tubing (stainless steel alternate), with welded 10 gage spokes and welded internal 10 gage media retention strips (stainless steel alternate). Spoke ends shall terminate with welded heavy duty coupling nuts for bolt attachment of outer rim. Outer rim shall be manufactured from not less than 14 gage 304 stainless steel. When applicable, 14 gage minimum type 304 stainless steel flanges shall be stitch welded to the outer rim on 4" centers. Flanges shall be additionally sealed to the outer rim using 400 FDB rated silicone sealant. Rotor Frame shall include non-maintenance sealed bearings rated for 200,000 hours continuous duty.

Rotor Perimeter shall be equipped with a carbon steel continuous perimeter sprocket (stainless steel alternate), rated for 87,600 hours of continuous use, and compatible with the specified drive system.

Cassette Frame

Framing shall be manufactured from welded 304 stainless steel tubing. All welds shall be reasonably ground and dressed for appearance. Structural welds shall be continuous and non-structural welds shall be on 4" centers. Cassette face panels shall be 304 stainless steel and welded in place. Cassette motor drive base plate shall be of 304 stainless steel and shall be attached to the cassette via a bolted ½" shaft. Rotor shaft shall be manufactured from 4140 Cold Rolled steel (stainless steel alternate) and shall be bolted to the cassette via oversized Allen head socket type shoulder screws. Rotor movement on the drive shaft shall be prevented by the use of two (2) machined anti rotation plates, which shall additionally prevent the rotor shaft from turning.

Rotor Seals

Shall be of "twin contact" design and manufactured from Viton material. Seals shall be rated for 87,600 hours of continuous use. Seals shall not require adjustment during their operable lifetime, or rotor removal for replacement.

Rotor Drive

Shall include a parallel shaft gear reducer with hardened steel gears and drive motor suitable for both 50 and 60 hz operation. Motor to be TEFC type rated IP 54 minimum. Cast aluminum motor gear case shall be permanently lubricated. Gear Reducer drive shall be equipped with a #40 chain hardened carbon steel ANSI drive sprocket (stainless steel alternate), nickel plated corrosion resistant drive chain and spring type automatic chain tensioning device. Automatic tensioner shall have manual backup. Drive Base Plate shall be stainless steel.

Electric React Heat

General Description

The reactivation shall consist of electric finned heaters. The total heat shall consist of 74.8 Kwh and consist of two stages, one stage that operates when the react fan energizes, and one stage that operates via reactivation temperature controller. Electric heaters shall not be of the open Nichrome type.

Control Type

The reactivation heaters shall be controlled from the dehumidifier's on board temperature controller device.



General Specifications

Customer: H&H Chesapeake
Project: Warren County Public Safety REPLACEMENT
Contact: Kyle Bond
Model: IAT-10000RE-IDP-8555
Date: 7.24.2024

Pre Heating Coil

General

Coilmaster fluid coils are intended for use with water, glycol, or other appropriate heat transfer fluids. Coils are to be designed to maximize performance under specified conditions with minimal air-side pressure drop.

Certification

All water coils designed with 1/2" or 5/8" tubes are to be ARI performance certified and shall bear the ARI symbol. Coils outside the scope of ARI's standard rating conditions or the manufacturer's certification program will be acceptable since the manufacturer is a current member of the ARI coil certification program, and coils will be rated in accordance with ARI Standard 410.

Tubes

Tubes and return bends shall be constructed from seamless UNS C12200 copper conforming to ASTM B224 and ASTM E527. Properties shall be O50 light annealed, with a maximum grain size of 0.040 mm. Tubes are to be mechanically expanded into fins (secondary surface) for maximum heat transfer. Materials are to be 3/8" diameter x (0.014, 0.022) wall thickness, 1/2" diameter x (0.016, 0.025) wall thickness, or 5/8" diameter x (0.020, 0.025, 0.035, 0.049) wall thickness.

Fins

Secondary surface (fins) shall be of the plate-fin design using aluminum or copper, with die-formed collars. Fin design to be flat, waffle, or sine-wave in a staggered tube pattern to meet performance requirements. Collars will hold fin spacing at specified density, and cover the entire tube surface. Aluminum properties are to be Alloy 1100 per ASTM B209, with O (soft) temper; copper is to be Alloy 11000 per ASTM B152-06 with soft (anneal) temper. Fins are to be free of oils and oxidation.

Headers & Connections

Headers are to be constructed of seamless UNS C12200, Type L (drawn) copper material sized to match specified connection size. Type K (drawn) copper headers and Schedule 40 steel headers shall be offered as optional materials. Connection material shall be copper, or Schedule 40 steel or red brass pipe. The type of connection is to be sweat type, MPT or FPT, grooved, or flanged as required.

Casing

Coil casing material shall be of G90 galvanized steel, 16 gauge minimum. Heavier material, stainless steel, copper, or aluminum casings are to be provided as required. Intermediate tube supports are to be provided on all coils 48" and longer fin length. Coil casings on top and bottom of coils are to have double-flange construction, allowing for vertical stacking of coils.

Pressure Testing & Operating Pressures and Temperatures

Coils shall be tested at 550 psig using dry nitrogen, submerged under water. Dual-operator verification shall determine that all coils are leak-free. Fluid coils shall be designed to withstand 300° F maximum operating fluid temperature, and 250 psig maximum operating pressure.

React Filter

The unit shall include removable filters at the inlet of both process and reactivation air streams. These filters shall be mounted on sliding racks and accessible through access panels. All supply air is filtered through MERV MERV 8 With Dirty Filter Alarm filters with initial pressure drop of 0.31 "W.C. and a final pressure drop of 0.62 "W.C. as rated by ASHRAE Test Standard 52-76. Filters are disposable 2" deep, pleated disposable type with non-woven media held in place by a welded wire grid. Air velocity of 500 FPM shall be under maximum ASHRAE Standards. Filters are held in channels top and bottom with spacers and back-up plates to minimize bypass. Filter channels are welded and sealed in place to eliminate air bypass. Media shall be 100% synthetic media that does not support microbial growth. Filters shall have 100% recycled post consumer recycled expanded metal support grid bonded to the air exiting side of the filter to maintain pleat uniformity and prevent fluttering. Metal grid shall be recyclable. Filters shall be rated to withstand a continuous operating temperature of up to 150F.

Process Filter

The unit shall include removable filters at the inlet of both process and reactivation air streams. These filters shall be mounted on sliding racks and accessible through access panels. All supply air is filtered through MERV MERV 14 With Dirty Filter Alarm filters with initial pressure drop of 0.41 "W.C. and a final pressure drop of 0.82 "W.C. as rated by ASHRAE Test Standard 52-76. Filters are disposable 2" deep, pleated disposable type with non-woven media held in place by a welded wire grid. Air velocity of 500 FPM shall be under maximum ASHRAE Standards. Filters are held in channels top and bottom with spacers and back-up plates to minimize bypass. Filter channels are welded and sealed in place to eliminate air bypass. Media shall be 100% synthetic media that does not support microbial growth. Filters shall have 100% recycled post consumer recycled expanded metal support grid bonded to the air exiting side of the filter to maintain pleat uniformity and prevent fluttering. Metal grid shall be recyclable. Filters shall be rated to withstand a continuous operating temperature of up to 150F.

Pre Cooling Coil

General

Coilmaster fluid coils are intended for use with water, glycol, or other appropriate heat transfer fluids. Coils are to be designed to maximize performance under specified conditions with minimal air-side pressure drop.

Certification

All water coils designed with 1/2" or 5/8" tubes are to be ARI performance certified and shall bear the ARI symbol. Coils outside the scope of ARI's standard rating conditions or the manufacturer's certification program will be acceptable since the manufacturer is a current member of the ARI coil certification program, and coils will be rated in accordance with ARI Standard 410.

Tubes

Tubes and return bends shall be constructed from seamless UNS C12200 copper conforming to ASTM B224 and ASTM E527. Properties shall be O50 light annealed, with a maximum grain size of 0.040 mm. Tubes are to be mechanically expanded into fins (secondary surface) for maximum heat transfer. Materials are to be 3/8" diameter x (0.014, 0.022) wall thickness, 1/2" diameter x (0.016, 0.025) wall thickness, or 5/8" diameter x (0.020, 0.025, 0.035, 0.049) wall thickness.



General Specifications

Customer: H&H Chesapeake
Project: Warren County Public Safety REPLACEMENT
Contact: Kyle Bond
Model: IAT-10000RE-IDP-8555
Date: 7.24.2024

Fins

Secondary surface (fins) shall be of the plate-fin design using aluminum or copper, with die-formed collars. Fin design to be flat, waffle, or sine-wave in a staggered tube pattern to meet performance requirements. Collars will hold fin spacing at specified density, and cover the entire tube surface. Aluminum properties are to be Alloy 1100 per ASTM B209, with O (soft) temper; copper is to be Alloy 11000 per ASTM B152-06 with soft (anneal) temper. Fins are to be free of oils and oxidation.

Headers & Connections

Headers are to be constructed of seamless UNS C12200, Type L (drawn) copper material sized to match specified connection size. Type K (drawn) copper headers and Schedule 40 steel headers shall be offered as optional materials. Connection material shall be copper, or Schedule 40 steel or red brass pipe. The type of connection is to be sweat type, MPT or FPT, grooved, or flanged as required.

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Pressure Testing & Operating Pressures and Temperatures

Coils shall be tested at 550 psig using dry nitrogen, submerged under water. Dual-operator verification shall determine that all coils are leak-free. Fluid coils shall be designed to withstand 300° F maximum operating fluid temperature, and 250 psig maximum operating pressure.

Post Cooling Coil

General

Coilmaster fluid coils are intended for use with water, glycol, or other appropriate heat transfer fluids. Coils are to be designed to maximize performance under specified conditions with minimal air-side pressure drop.

Certification

All water coils designed with 1/2" or 5/8" tubes are to be ARI performance certified and shall bear the ARI symbol. Coils outside the scope of ARI's standard rating conditions or the manufacturer's certification program will be acceptable since the manufacturer is a current member of the ARI coil certification program, and coils will be rated in accordance with ARI Standard 410.

Tubes

Tubes and return bends shall be constructed from seamless UNS C12200 copper conforming to ASTM B224 and ASTM E527. Properties shall be O50 light annealed, with a maximum grain size of 0.040 mm. Tubes are to be mechanically expanded into fins (secondary surface) for maximum heat transfer. Materials are to be 3/8" diameter x (0.014, 0.022) wall thickness, 1/2" diameter x (0.016, 0.025) wall thickness, or 5/8" diameter x (0.020, 0.025, 0.035, 0.049) wall thickness.

Fins

Secondary surface (fins) shall be of the plate-fin design using aluminum or copper, with die-formed collars. Fin design to be flat, waffle, or sine-wave in a staggered tube pattern to meet performance requirements. Collars will hold fin spacing at specified density, and cover the entire tube surface. Aluminum properties are to be Alloy 1100 per ASTM B209, with O (soft) temper; copper is to be Alloy 11000 per ASTM B152-06 with soft (anneal) temper. Fins are to be free of oils and oxidation.

Headers & Connections

Headers are to be constructed of seamless UNS C12200, Type L (drawn) copper material sized to match specified connection size. Type K (drawn) copper headers and Schedule 40 steel headers shall be offered as optional materials. Connection material shall be copper, or Schedule 40 steel or red brass pipe. The type of connection is to be sweat type, MPT or FPT, grooved, or flanged as required.

Casing

Coil casing material shall be of G90 galvanized steel, 16 gauge minimum. Heavier material, stainless steel, copper, or aluminum casings are to be provided as required. Intermediate tube supports are to be provided on all coils 48" and longer fin length. Coil casings on top and bottom of coils are to have double-flange construction, allowing for vertical stacking of coils.

Pressure Testing & Operating Pressures and Temperatures

Coils shall be tested at 550 psig using dry nitrogen, submerged under water. Dual-operator verification shall determine that all coils are leak-free. Fluid coils shall be designed to withstand 300° F maximum operating fluid temperature, and 250 psig maximum operating pressure.

React Fan

General

The fan shall be Backward Inclined SWSI Square Fan 12 in Arrangement 4, capable of operating over the entire range in accordance with the equipment schedule and as defined in AMCA Standard 99-2408, as designed and manufactured by New York Blower. Process Fan wheels shall utilize non overloading airfoil blades in all models. Flat, single thickness blades are not acceptable. Unless otherwise directed, fans shall be in compliance with the layout shown on the drawings and flow diagrams.

Performance

Fan ratings shall be based on tests made in accordance with AMCA Standard 210, and licensed to bear the AMCA Certified Ratings Seal for Air Performance. Process Fans not licensed to bear the AMCA Seal for performance shall be tested, at supplier's expense, in an accredited AMCA laboratory. (Option: Only AMCA certified fans will be accepted.) Fans shall have a sharply rising pressure characteristic extending throughout the operating range to assure quiet and stable operation from wide open to closed off. Fan brake horsepower shall be equal to or less than 5 BHP at {(ESP (" W.C.))} "external static pressure and 3500 RPM.

Sound

Fan manufacturers shall provide sound power level ratings for fans tested and rated in accordance with AMCA Standards 300 and 301. Tests shall be performed in an accredited AMCA laboratory. Sound power ratings shall be in decibels (reference 10-12 watts) in eight octave bands. Sound power levels will be corrected for installation by the specifying engineer, >90 dBA levels are not acceptable.



General Specifications

Customer: H&H Chesapeake
Project: Warren County Public Safety REPLACEMENT
Contact: Kyle Bond
Model: IAT-10000RE-IDP-8555
Date: 7.24.2024

Construction

Fan housings are to be heavy gauge, welded construction. Housings with lock seams are not acceptable. Slip outlet is included as standard. Housing inlet cones shall be aerodynamically designed and spun providing a minimum separation of air flow. Belt driven fans are not acceptable.

Balance and Run Test

All fan wheels shall be dynamically balanced on precision balancers. Prior to shipment, completed fans shall receive a final test balance at the specified operating speed.

Process Fan

General

The fan shall be Backward Inclined SWSI Square Fan 22 in Arrangement 4, capable of operating over the entire range in accordance with the equipment schedule and as defined in AMCA Standard 99-2408, as designed and manufactured by New York Blower. Process Fan wheels shall utilize non overloading airfoil blades in all models. Flat, single thickness blades are not acceptable. Unless otherwise directed, fans shall be in compliance with the layout shown on the drawings and flow diagrams.

Performance

Fan ratings shall be based on tests made in accordance with AMCA Standard 210, and licensed to bear the AMCA Certified Ratings Seal for Air Performance. Process Fans not licensed to bear the AMCA Seal for performance shall be tested, at supplier's expense, in an accredited AMCA laboratory. (Option: Only AMCA certified fans will be accepted.) Fans shall have a sharply rising pressure characteristic extending throughout the operating range to assure quiet and stable operation from wide open to closed off. Fan brake horsepower shall be equal to or less than 10 BHP at {{ESP (" W.C.)}} "external static pressure and 1750 RPM.

Sound

Fan manufacturers shall provide sound power level ratings for fans tested and rated in accordance with AMCA Standards 300 and 301. Tests shall be performed in an accredited AMCA laboratory. Sound power ratings shall be in decibels (reference 10-12 watts) in eight octave bands. Sound power levels will be corrected for installation by the specifying engineer, >90 dBA levels are not acceptable.

Construction

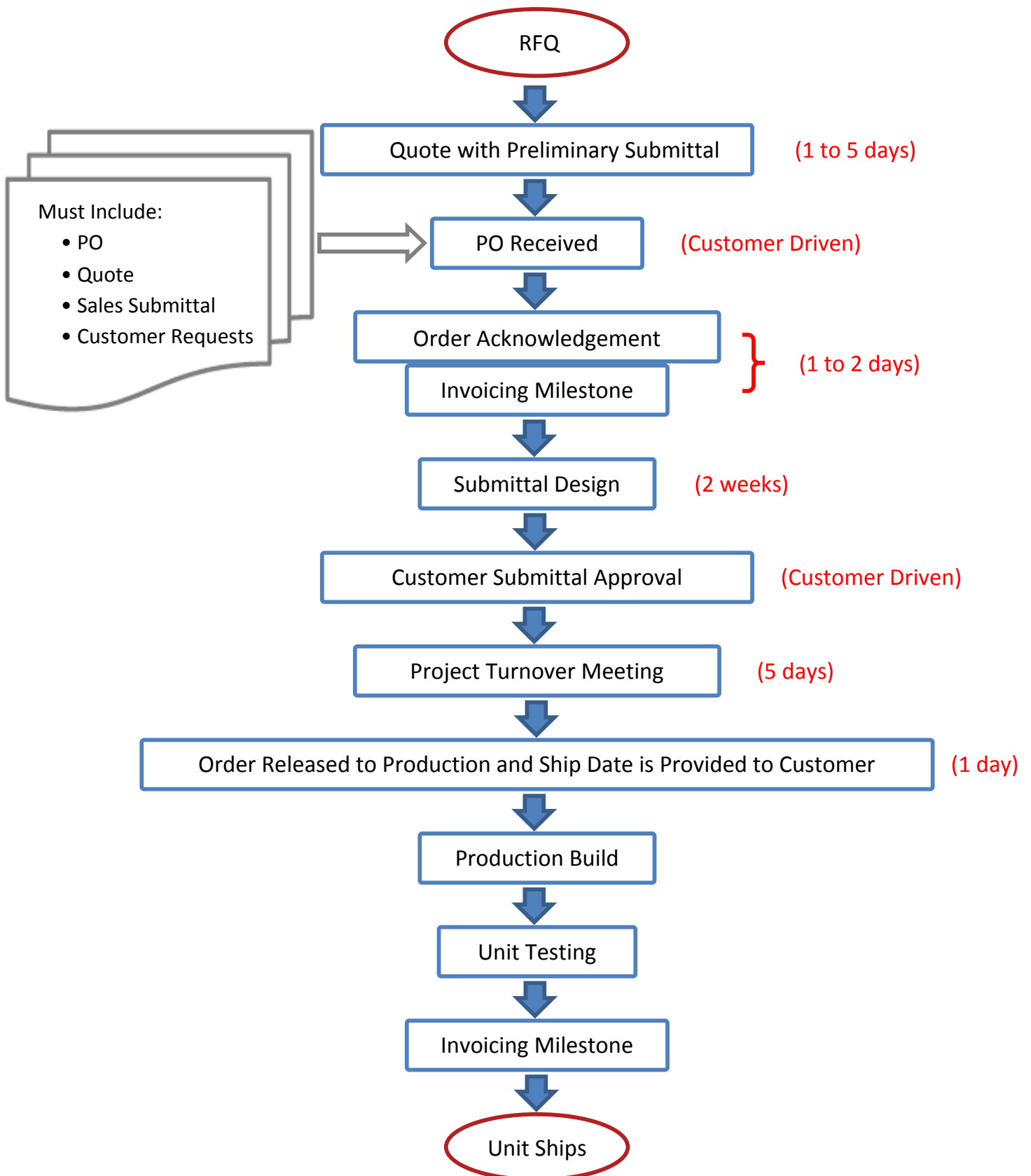
Fan housings are to be heavy gauge, welded construction. Housings with lock seams are not acceptable. Slip outlet is included as standard. Housing inlet cones shall be aerodynamically designed and spun providing a minimum separation of air flow. Belt driven fans are not acceptable.

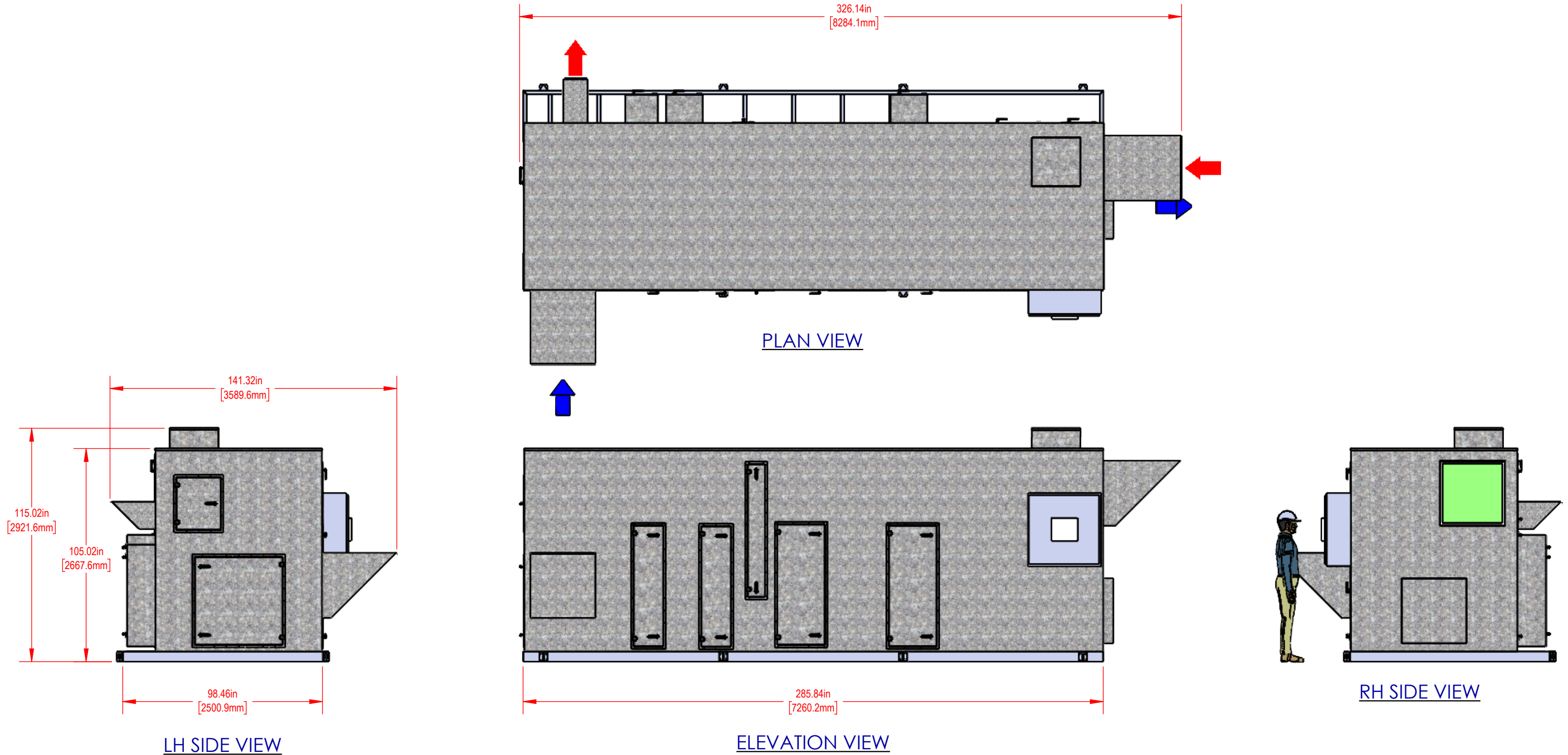
Balance and Run Test

All fan wheels shall be dynamically balanced on precision balancers. Prior to shipment, completed fans shall receive a final test balance at the specified operating speed.



Standard IAT Project Flow (Estimated Lead-Time)





- NOTES:
- 1. SYSTEM PERFORMANCE: 8,555 CFM
 - 2. ALLOW 36" IN THE FRONT, 61" IN THE BACK AND 48" ON THE SIDES OF THE UNIT FOR WORKING CLEARANCE
 - 3. AIR VOLUME DAMPER ON REACT OUTLET
 - 4. ALL EXTERNAL DUCTWORK MUST BE AIR AND VAPOR TIGHT
 - 5. FAN OUTLETS MUST BE TRANSITIONED TO A LARGER DUCT SIZE
 - 6. CURRENT DUCT CONNECTION LOCATIONS ARE GIVEN FOR PRELIMINARY PURPOSES ONLY
CUSTOMER/GENERAL CONTRACTOR IS RESPONSIBLE FOR COMMUNICATING
DESIRED ORIENTATION BACK TO INNOVATIVE AIR TECHNOLOGIES

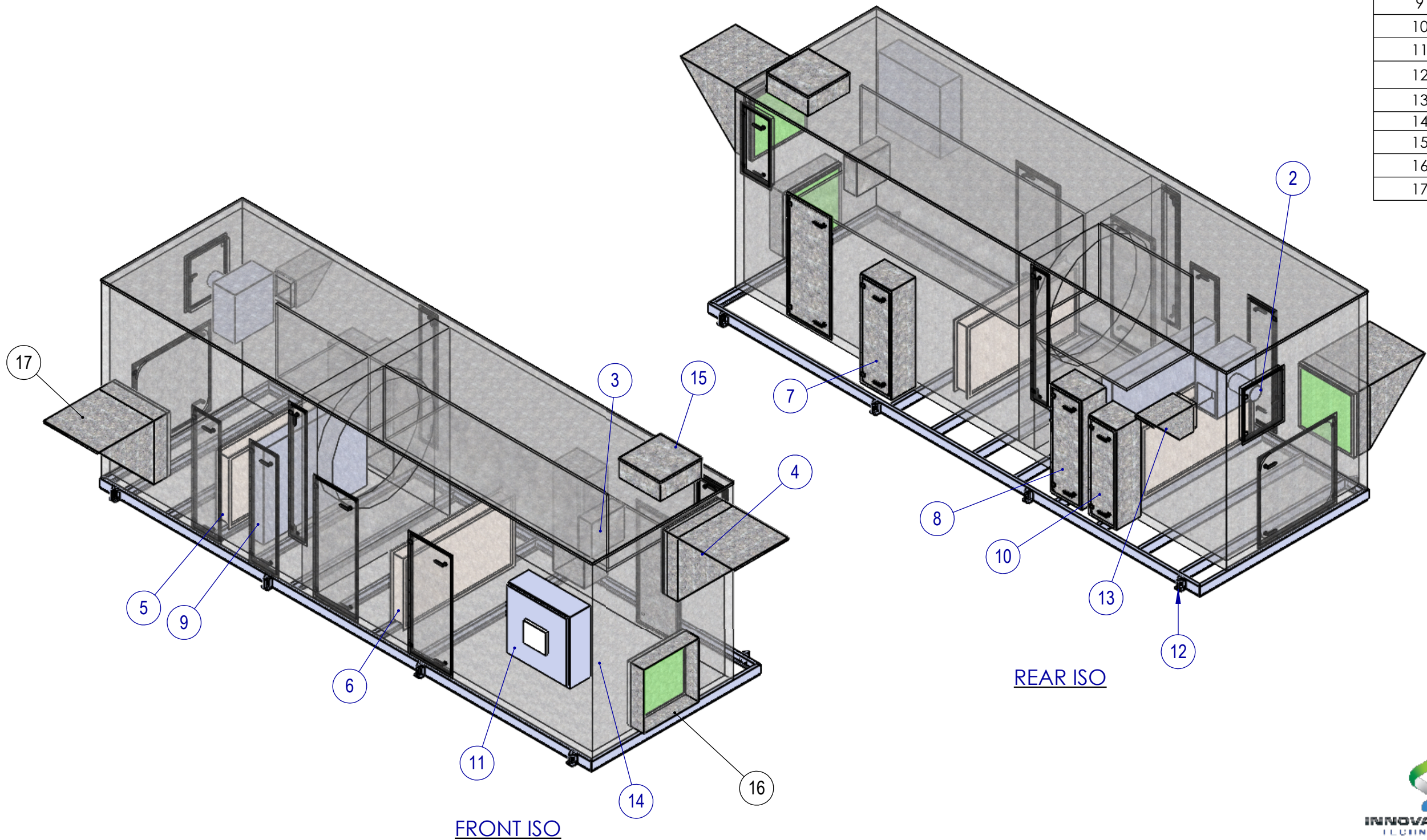
INNOVATIVE AIR TECHNOLOGIES

16200 GEORGIA PEACH AVE - COVINGTON, GA 30014
PHONE: (770) 788-6744 | www.dehumidifiers.com

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PROJECT: Warren County Public Safety			
TITLE: IAT-10000RE-IDP-8555			
DWG NO: IAT-DH 0240-REVA	WEIGHT: 15,000 lbs		
DRAWN BY: JP	CHECK BY: KO	DATE: 10/17/2024	
SIZE: B	SCALE: -	SHEET: 1 OF 2	

ITEM NO.	DESCRIPTION
1	IAT-10000RE-IDP-8555 - DESICCANT DEHUMIDIFIER
2	REACT AIR BLOWER - 2,849 CFM
3	ELECTRIC HEATER - (6)-12.5kW (0)-6.25kW
4	REACT INLET FILTER - 32x32 (MERV 8)
5	PRE-COOL CW COIL (36" H x 65" W x 8" D)
6	POST-COOL CW COIL (36" H x 65" W x 8" D)
7	POST-COOL COIL BOX
8	PRE-COOL COIL BOX
9	PRE-HEAT HOT WATER COIL
10	PRE-HEAT HOT WATER COIL BOX
11	ELECTRICAL CONTROL BOX
12	5" C-CHANNEL SKID-LIFTING/ANCHORING PROVISIONS
13	REACT OUTLET 2,849 CFM, 13.5" H x 12" W
14	PROCESS BLOWER
15	HEATER BOX
16	PROCESS OUTLET 8,555 CFM
17	PROCESS INLET 8,555 CFM




**INNOVATIVE AIR
TECHNOLOGIES**
16200 GEORGIA PEACH AVE - COVINGTON, GA 30014
PHONE: (770) 788-6744 | www.dehumidifiers.com

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE
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PROJECT: Warren County Public Safety		
TITLE: IAT-10000RE-IDP-8555		
DWG NO: IAT-DH 0240-REVA	WEIGHT: 15,000 lbs	
DRAWN BY: JP	CHECK BY: KO	DATE: 10/17/2024
SIZE: B	SCALE: -	SHEET: 2 OF 2



AL Mech Contractor #22137, GA Mech Contractor #CN211360, NC Mech Lic #28275, SC Mech Contractor #M113953,
SC Gen Contractor #G120314, TN Mech License #71199, VA Contractor License #2705164248

P.O. Box 77319 Greensboro, NC 27417
24 Hour Service 855-761-HVAC(4822) Fax 855-327-4830

QUOTE

Customer:	Warren County Virginia	Date:	11/1/2024
Site Name:	WARREN CNTY PUB SFTY	Quote #:	Q-JBH-11012024-1
Site Address:	200 Skyline Vista Dr, Front Royal, VA 22630		
Quote Contact:	Donna Shackelford		
Equipment Tag:		Model #:	
Manufacturer:		Serial #:	

Scope of work to be performed:

HMS will provide equipment, labor and rentals to provide a turnkey replacement of the Munters DOAS units as follows.

HMS will work with Warren county to schedule the crane lift to remove the existing unit and set the new unit in place.

HMS will remove unit and disposes of off site.

After Removable of the existing unit HMS will install new offset curb adapter to accommodate the new unit and utility exhaust air unit. HMS will be responsible for any needed roof penetrations and roofing repairs to the penetrations made by HMS.

HMS will reconnect existing piping to the new IAT unit.

The existing electrical will be moved to hook into the new DOAS unit as well as a new circuit installed from the main panel to accommodate the new exhaust fan.

HMS will provide factory startup and log out for the system for warranty.

New control wires will be run as needed to intergrade the new DOAS unit in with the existing controls.

HMS will provide a BACnet enabled touch screen for the unit in the maintenance office space.

HMS will Provide labor for controls integration with the existing controls contractor.

HMS will provide owner training on the new unit to include a trip to the factory for detailed information on the unit being custom built for Warren county public safety.

please see preliminary unit submittals for unit information.

Detailed unit submittals will be provided by IAT factory at time of order and will be forwarded to Warren county for review.

The Hoffman Mechanical Solutions, Inc. price for this work is: **\$ 515,627.00**

Exclusions:

All work to be completed during normal working hours 8am to 5pm, Monday through Friday. Parts or labor not outlined in the scope above. Smoke/fire protection and life safety by others. Water treatment chemicals including glycol solutions. No temporary heating or cooling. Lead and asbestos abatement. All shutoffs and disconnects are presumed to be operational. Any stamped engineered drawings.



SC Gen Contractor #G120314, TN Mech License #71199, VA Contractor License #2705164248

P.O. Box 77319 Greensboro, NC 27417

24 Hour Service 855-761-HVAC(4822) Fax 855-327-4830

QUOTE

Customer: Warren County Virginia

Date: 11/1/2024

Site Name: WARREN CNTY PUB SFTY

Quote #: Q-JBH-11012024-1

Site Address: 200 Skyline Vista Dr, Front Royal, VA 22630

Quote Contact: Donna Shackelford

Equipment Tag:

Model #:

Manufacturer:

Serial #:

The Hoffman Mechanical Solutions, Inc. price for this work is: \$ **515,627.00**

Proposal expires if not accepted by Customer within thirty (30) days from the date of the proposal. Prices are at all times subject to escalation. Hoffman Mechanical Solutions, Inc.'s normal working hours are from 8am to 5pm, Monday through Friday. Any work requested to be performed after normal working hours are subject to additional costs. On-site safety training and drug testing are not included in quote unless noted. Parts only quotes do not include taxes or freight unless noted. They will be added to the invoice. Payment terms shall be net 30 days. An additional 3.0% convenience fee will be added to the total amount due for any payments received via credit card. As a condition of this Proposal, all work performed by Hoffman Mechanical Solutions, Inc. shall be only in accordance with the Terms and Conditions, attached and incorporated herein by reference. In the event any terms of any other purchase order or project contract documents conflict with or add to the attached Terms and Conditions, those other terms are rejected by Hoffman Mechanical Solutions, Inc. Furthermore, this Proposal is contingent upon final approval of the Hoffman Credit Department and may be rescinded in the Company's sole discretion.

For North Carolina Only – See NCDOR Form E-589CI for Capital Improvements.

Quote Prepared By: jim Hysong

Authorized By:

Customer P.O.

Date:

"Hoffman" shall mean Hoffman Mechanical Solutions, Inc. and its officers, employees and agents. "Customer" shall mean the person or entity entering into this Agreement to purchase services and/or goods.

1. Controlling Terms & Conditions: This Agreement, upon Customer's acceptance, is limited to the terms and conditions stated herein, despite any additional or conflicting terms and conditions contained in any purchase order, any other document presented by Customer, or any contract document between Customer and any third-party (i.e., owner, other contractor, etc.), all of which additional or conflicting terms are hereby rejected by Hoffman. No waiver of, or modification to, these Terms and Conditions shall be valid unless made in writing and signed by an authorized representative of Hoffman. Hoffman salespeople are not authorized to waive or modify any Terms and Conditions. The terms of any written proposal / quote made by Hoffman ("proposal") and these Terms and Conditions shall constitute the entire agreement of the parties.

2. Acceptance: Any Hoffman proposal expires if not accepted by Customer within thirty (30) days from the date of the proposal. Prices are at all times subject to escalation. Typographical and clerical errors in quotations, orders and acknowledgments are subject to correction. Customer is deemed to have accepted any Hoffman proposal, including these Terms and Conditions, when Customer either (a) receives and retains an acknowledgement from Hoffman without written objection within ten (10) days, (b) accepts delivery of all or any part of the goods ordered, (c) provides to Hoffman delivery dates, shipping instructions, or other instructions evidencing acceptance, or (d) otherwise executes or assents to any proposal or these Terms and Conditions. If Customer accepts any proposal, Customer's order shall be deemed acceptance of the proposal subject solely to Hoffman's terms and conditions. If Customer's order is expressly conditioned upon Hoffman's acceptance or assent to terms and/or conditions other than those stated herein, return or acknowledgment of such order by Hoffman with Hoffman's Terms and Conditions attached or referenced serves as Hoffman's notice of objection to, and rejection of, Customer's terms and as Hoffman's counteroffer to provide goods or services in accordance with the Hoffman proposal and Hoffman's Terms and Conditions. If thereafter Customer does not object to Hoffman within ten (10) days by written notice to Legal@hoffman-hoffman.com, Hoffman's counteroffer will be deemed accepted by Customer. Customer's acceptance of all or any part of any goods ordered will constitute Customer's acceptance of Hoffman's proposal subject to Hoffman's Terms and Conditions.

3. Additional Services / Materials: As work progresses, there may be a need for additional services or goods, which could not be anticipated at the time this Agreement was entered. Hoffman shall notify Customer of the description and price for such additional work or material. If Customer authorizes Hoffman to proceed with the additional work or materials, the contract price and dates of completion shall be mutually agreed upon and adjusted accordingly, or Hoffman shall not be responsible for the extra work.

4. Terms of Payment / Taxes: Payment is due net thirty (30) days from the date of each Hoffman invoice to Customer. Interest at the rate of 1 1/2% per month (or the highest interest rate allowed by applicable law, if lower) may be charged after the 30-day period until payment is received. Hoffman accepts credit card payments. If Customer chooses to pay by credit card, Customer is subject to an additional convenience fee of 3.0% of the total amount paid by credit card. Customer shall pay all costs of collection incurred by Hoffman including, but not limited to, reasonable attorneys' fees, collection fees and court costs. Hoffman may suspend all further services and transactions (regardless of their status) without liability if Customer's account is more than thirty (30) days past due or if Customer's credit, in the sole judgment of Hoffman, is impaired at any time. Partial invoices may be submitted for any portion of completed work and/or delivered materials. While risk of loss passes to Customer, Seller will have a purchase-money security interest in all goods (including any accessories and substitutions) purchased under this Agreement to secure payment in full of all amounts due Hoffman, and the underlying proposal, together with these Terms and Conditions, form a security agreement (as defined by the UCC.) Customer shall keep all goods purchased under this Agreement free of all taxes and encumbrances, shall not remove said goods from their original installation point and shall not assign or transfer any interest in said goods until all payments due Hoffman have been made. The purchase-money security interest granted herein attaches upon Hoffman's acceptance or acknowledgment of this Agreement and Customer's receipt of said goods, but prior to installation. Customer will have no rights to set off against any amounts which become payable to Hoffman under this Agreement or otherwise. Customer is responsible to pay in full for the services and/or goods provided by Hoffman regardless of whether such goods or services are funded for Customer pursuant to any extraneous contract and/or by an applicable project owner or contractor. Notwithstanding any Customer form or document to the contrary, Hoffman shall not release any rights to make a lien and/or bond claim, or other claim for damages, in connection with its work or anticipated work (including the sale of goods and/or services) until Hoffman has obtained payment in full for such work and any damages. Unless otherwise agreed by Hoffman in writing, Customer shall pay to Hoffman, in addition to the contract price, all sales, use, excise, privilege or other taxes imposed by any local, state or federal taxing authority payable in connection with the services and/or goods furnished hereunder.

5. Shipments / Claims: All shipments of goods are at Customer's risk, f.o.b. factory, or if shipped from another location, f.o.b. point of shipment, with charges either allowed, added to invoice, or collected as noted. Any claims for damage or shortage or loss in transit must be filed by Customer against the applicable carrier.

6. Warranties: Upon condition that Hoffman receives payment in full for all amounts owed, Hoffman (a) extends to Customer the manufacturer's warranty (a copy of which is available upon request) on any goods purchased, and said manufacturer's warranty is in lieu of any warranties contained in any applicable project contracts, conditions, plans, or specifications, and (b) warrants that the labor it provides will be performed in a workmanlike manner in accordance with industry standards. No claim for defective workmanship under this warranty may be brought unless Customer provides Hoffman with written notice of such defect within ninety (90) days from the date such services are performed. HOFFMAN MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Hoffman does not commit that the equipment sold will effectively control, eliminate, kill or prevent the spread of COVID-19 or other mold, bacteria, virus, or pathogen, and Hoffman expressly disclaims that the product is fit for this purpose. Hoffman shall have no liability or duty to defend or hold harmless Customer or any other third-party with respect to any claim, injury, loss or damage arising from or in connection with COVID-19.

7. Limitation of Remedy and Liability: To the extent Hoffman is liable to Customer under any legal theory, HOFFMAN'S MAXIMUM LIABILITY (HOWEVER ARISING) SHALL NOT EXCEED ONE HALF (.5) TIMES THE AMOUNT ACTUALLY PAID HOFFMAN UNDER THIS AGREEMENT FOR ANY GOODS AND/OR SERVICES WHICH ARE THE CAUSE OF ANY LOSS OR DAMAGE TO CUSTOMER. HOFFMAN SHALL HAVE NO LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR LIQUIDATED DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, INCOME, PROFIT OR PRODUCTION, LOST DATA, SPOILAGE, DELAY, OR INCREASED COST OF OPERATION. SAID EXCLUSIONS APPLY EVEN IF HOFFMAN HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SUCH POSSIBLE DAMAGES WERE REASONABLY FORESEEABLE. In addition to the foregoing, Hoffman's liability shall be further limited to only that proportion of the loss or damage suffered by Customer, which is directly caused by, and the fault of, Hoffman. Hoffman shall have no responsibility for misuse of any system or goods by the Customer or third parties, for the negligence of Customer or third parties, for the design of the system, or for obsolescence, failure of, or damage to equipment caused by power interruptions, low voltage, burned out fuses, single phasing, phase reversal, low water pressure, vandalism or other deficiencies or causes beyond Hoffman's control. Customer acknowledges that Hoffman is not responsible for the design of goods or services purchased and did not participate in any project planning or design in connection with such goods or services. Under no event shall Hoffman owe any duty or have any obligation whatsoever to any customer or client of Customer or to any other third party.

8. Indemnification / Insurance: To the fullest extent permitted by law, Customer shall indemnify, hold harmless and defend Hoffman and its officers, employees and agents from and against all claims, demands, liabilities, suits, judgments, awards, or expenses of any kind (including reasonable attorneys' fees and costs incurred defending such claims or demands, regardless of whether they result in legal action or are prosecuted to final judgment or award), which result or arise from Customer's purchase, installation, or use of goods or services provided by Hoffman, including all claims that goods sold or guidance provided by Hoffman or its employees contributed to or failed to prevent or control the spread of COVID-19 or other mold, bacteria, virus, or pathogen. To the fullest extent permitted by law, the obligations of defense and indemnification set forth herein shall be binding upon Customer no matter what the nature of the claim asserted may be (whether it be for negligence, warranty, strict liability, or otherwise) and shall be binding even if Hoffman is alleged or proven to have acted negligently; provided, however, that Customer shall have no obligation to provide indemnification to Hoffman if the claim asserted arises in negligence and is finally adjudicated to have arisen solely from the negligence of Hoffman. Customer shall also indemnify and hold harmless Hoffman from all liability for taxes owing in connection with Customer's purchase of goods or services. The obligations and rights to indemnify herein shall not negate, abridge or reduce other such rights or obligations under law. This Agreement does not require Customer to indemnify Hoffman for Hoffman's own negligent or intentional acts or omissions to the extent that doing so would violate applicable law. Customer and Hoffman jointly authorize and request any court or arbitrator considering the enforceability of this paragraph to re-write this paragraph so that it requires Customer to defend, indemnify, and hold Hoffman harmless to the fullest extent permitted by applicable law. Upon written request of Customer, Hoffman shall be required to name Customer as an additional insured to only the coverage types listed on Hoffman's standard Certificate of Insurance (available upon request). In no event does Hoffman waive any rights of subrogation.

9. Claims Resolution / Governing Law: Unless Hoffman elects otherwise, all claims and disputes between Customer and Hoffman arising out of or relating to performance of any agreement or breach thereof must be decided by binding arbitration in accordance with the Construction Industry Arbitration rules of the American Arbitration Association (AAA). Demand for Arbitration must be filed in the regional office of the AAA closest to Greensboro, North Carolina, and the filing party must serve such Notice upon the other party in accordance with AAA rules. The procedural and substantive law of the State of North Carolina must apply in and to all arbitration proceedings, and Greensboro, North Carolina, is designated as the sole and exclusive venue for such proceedings. Any award arising from such proceedings shall be final and binding upon the parties and enforceable in accordance with the Federal Arbitration Act. Hoffman and Customer agree that their transactions involve interstate commerce. This Agreement shall be governed by and construed solely in accordance with the laws of the State of North Carolina, without regard to principles of conflicts of laws. Hoffman shall have the sole and exclusive right, at Hoffman's sole and absolute discretion, to waive the arbitration provision and to elect to litigate any claim or dispute in a court of appropriate jurisdiction. Unless Hoffman elects another court of appropriate jurisdiction in Hoffman's sole and absolute discretion, the state courts located in Greensboro, Guilford County, North Carolina, shall be the sole and exclusive forum for any litigation between Hoffman and Customer. Customer consents to the jurisdiction of the state and federal courts located in Greensboro, Guilford County, North Carolina.

10. Delays / Penalties / Force Majeure: Delivery dates are approximate and not guaranteed. In no event and under no circumstances whatsoever, will Hoffman be liable for any damages or expenses caused by any failure or delay in making delivery of goods or in performing services hereunder. No penalty clause or liquidated damages of any kind (for delays or otherwise) apply to Hoffman unless pre-approved in writing by a Hoffman officer. Furthermore, in no event and under no circumstances whatsoever, will Hoffman be liable under this Agreement for any event of force majeure, including but not limited to, acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages, pandemic, and other causes beyond Hoffman's reasonable control.

11. Customer Responsibility: Customer shall provide Hoffman's personnel with a safe work environment in which to perform their services under this Agreement and provide Hoffman personnel with required utilities (water, electricity, compressed air, etc.) and reasonable access to Customer's facilities (elevators, receiving dock, etc.). Customer shall provide adequate service access space and shall remove any stock, fixtures, partitions, etc. necessary to perform the service. Customer shall promptly notify Hoffman of any unusual operating conditions.

12. Hazards: Hoffman is not responsible for the identification, detection, abatement, encapsulation or removal of hazardous substances, such as (without limitation) asbestos, products or materials containing asbestos, mold, fungi, mildew, or bacteria. In the event Hoffman encounters any such hazardous substance or condition in the course of its actions under this Agreement, Hoffman may suspend its work and remove its employees from the subject project, until any such hazardous substance or condition no longer exists. Hoffman shall receive an extension of time to complete its work and additional compensation for delays encountered as a result of any such situation. At all times now and in the future, Hoffman takes no responsibility for and makes no representations or warranties concerning any existing or future hazardous substance or condition (i.e., mold) or the remedy or prevention thereof. Furthermore, Customer has a duty to alert Hoffman of any known or likely potential hazards at any project site where Hoffman's representatives and affiliates may be present in connection with this Agreement.

13. Refrigerant: Customer shall be responsible for any expense in connection with the modification, removal, replacement or disposal of any refrigerant, as required by law.

14. Termination: Hoffman may terminate any of its obligations under this Agreement, if Customer fails to pay amounts owing to Hoffman when due, fails to perform or comply with any material provision of this Agreement, or otherwise breaches this Agreement, if such failure or breach is not cured within ten (10) business days after receipt of written notice from Hoffman. Upon termination by either Party, Customer shall be liable to Hoffman for all goods (including any goods specially ordered, but not delivered) and services provided and all damages and losses sustained by Hoffman, including lost profits.

15. Equal Employment Opportunity / Affirmative Action Clause: Hoffman and Customer shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

16. Government Contracts: If Customer's purchase of goods or services is in any way connected to any federal, state, or local government project, which implicates or utilizes any Small, Minority or Disadvantaged Business incentives or qualifications (or other similar laws or regulations), Customer represents and certifies to Hoffman that Customer is performing a commercially useful function on such project. Currently, Hoffman does not comply with Executive Order 14042 Task Force Guidance as issued September 24, 2021 ("Guidance"). Any Hoffman bid/proposal is contingent upon Customer's waiver of the requirements contained in the Guidance, when applicable.

17. Trust Funds: Customer agrees that all funds Customer receives that result from the labor, materials, and/or equipment furnished by Hoffman will be considered "Trust Funds." Customer will hold all Trust Funds in trust for the sole and exclusive benefit of Hoffman. Customer will segregate Trust Funds from other funds. Customer will account for all Trust Funds and deliver all Trust Funds to Hoffman. Customer will not use Trust Funds for any purpose other than paying Hoffman.



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:
December 10, 2024	K.11.	Grant Acceptance - SRT Small Rural Tribal Body Worn Camera
EXPLANATION & SUMMARY: Warren County Sheriff's Office has been awarded the Small Rural Tribal Body Worn Camera Program Grant. This is a three-year grant covering BWC purchases after January 1, 2024 and ending December 31, 2026. The grant award is \$162,000 that requires a 1:1 match. The grant pays \$2000.00 per body worn camera for a total of 81 BWCs. The Warren County Sheriff's Office Body-Worn Camera (BWC) Program is at a critical juncture, requiring immediate attention for asset replacement and program expansion to maintain operational integrity and enhance public trust. Approved grant funds will replace existing BWCs that will be unserviceable and reach the end of their life cycle on December 31, 2024, thus each camera that breaks must be replaced with a new one. The WCSO currently has a deficit in the number of BWCs that can be assigned to personnel. Full deployment of BWCs across all divisions will ensure every sworn deputy responding to calls or interacting with the public is equipped with this essential tool. This enhancement is vital to bolstering transparency, accountability, and safety for both deputies and the community we serve. Additionally, to secure the current price point, the contract must be executed prior to December 27, 2024. Timely approval and execution are essential to avoid potential cost increases, ensure financial efficiency, and guarantee the continuation and expansion of this critical program. Warren County Sheriff's Office is requesting approval to accept this grant award and approve financing of the remaining balance of the project. COST & FINANCING: The total project cost, encompassing hardware, software, supporting equipment, 5 years of licensing, and unlimited storage for the same period, is \$299,416.71. Of this amount, \$162,000 will be reimbursed through the awarded SRT grant. The first payment of \$162,000 is due on June 30, 2025. To accommodate this, the Sheriff's Office has requested a \$162,000 revenue increase to the Grant budget line 4-1-31020-5812, which will be reimbursed by the grant award. Additionally, approximately \$30,000 in FY25 for BWC licensing though WatchGuard will be carried over and combined with the FY26 budget request to fund the second payment of \$68,709. The remaining payment of \$68,709 will be paid in FY27 out of the WCSO operations budget. We will not have any BWC licensing fees for FY28 and FY29. Motorola provides this package at 0% interest. PROPOSED OR SUGGESTED MOTION: I move that the Board of Supervisors accept the grant award for the SRT Small Rural Tribal Body Worn Camera Grant Program, and authorize the County Administrator to authorize all documents necessary to execute the Grant, and that \$162,000 be added to the grant budget line item, 4-1-31020-5812, which will be reimbursed by the grant award.		
SUBMITTED BY:		ATTACHMENTS:

Small, Rural, and Tribal Body-Worn Camera Micro-grant Notification - Invitation to Phase II

SRTBWC <info@srtbwc.com>

Tue 7/2/2024 9:02 PM

To: Jay Roy <JRoy@warrencountysheriff.org>

 1 attachments (577 KB)

Press Release 07 02 2024.docx;

You don't often get email from info@srtbwc.com. [Learn why this is important](#)

Dear Grant Manager Roy,

Congratulations! After reviewing over 800 applications, we are very impressed by your agency's commitment to its Body-Worn Camera Program. We would like to move forward with your agency and have invited you to Phase II of the application process, the Federal certification and assurances phase. This is not a competitive process but instead an administrative step to comply with the micro-grant requirements.

Phase II includes the completion of administrative questions, forms, and other necessary documents to create your award package. We have worked to simplify this process for you as much as possible.

In order to complete Phase II of the application, please do the following:

1. Go to:
https://webportalapp.com/sp/srtbwc_fy23microgrant_program.
2. Enter your login information in the SRT application.
3. Scroll to the bottom of your screen and click on your **SRT BWC Award Package** card.
4. Once you are in the **SRT BWC Award Package** card, you can review and complete the administrative questions and submit your Phase II documents by clicking on the green **Submit** button in the top right corner just below the **Help Page** link.

All Phase II documents should be completed by *September 30, 2024 at 11:59pm PST* to be eligible for grant award acceptance. If your agency is unable to complete all the Phase II documents by the deadline, you can request an extension by contacting our team.

*****Please note you have been invited to Phase II. After you submit these documents, we will review your completed Phase II materials *and then* we will extend an official award to your agency. An award has not been made to your agency at this time. No reimbursement of grant funds can be processed until an official award package has been provided to your agency.**

When an award is made, in order to access your funds as part of the grant award, your agency will be required to 1) complete a Body-Worn Camera Policy Review process; 2) answer questions regarding the competitive procurement process for grant funded costs associated with the body-worn cameras; and 3) provide documentation of grant funded costs associated with body-worn cameras on or after January 1, 2024.

In some cases, adjustments to your proposed award budget have been made to align with the solicitation guidelines. You can review these changes in the SRT BWC application portal under the form titled "FY23 Award Budget."

Attached is a draft press release that you may use to announce your award to your local media. Please feel free to edit it to add your agency information, but please maintain the JSS quotes as is.

If you have any questions, feel free to reach out to our team at info@srtbwc.com or call 888-235-0565.

Thank you,

SRT BWC Team





WARREN COUNTY SHERIFF'S DEPARTMENT

(81) V700 VaaS

02/26/2024

02/26/2024

RE: Motorola Quote for (81) V700 VaaS

Dear Captain Charles Brogan,

Motorola Solutions is pleased to present WARREN COUNTY SHERIFF'S DEPARTMENT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide WARREN COUNTY SHERIFF'S DEPARTMENT with the best products and services available in the communications industry. Please direct any questions to Rob Rosales at Rob.Rosales@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Rob Rosales
Regional Sales Manager

Quote Date:02/26/2024
Expiration Date:11/04/2024
Quote Created By:
Rob Rosales
Regional Sales Manager
Rob.Rosales@
motorolasolutions.com
954-504-8789

End Customer:
WARREN COUNTY SHERIFF'S
DEPARTMENT
Captain Charles Brogan
cbrogan@warrencountysheriff.org
540-636-5913

Payment Terms:30 NET

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
Video as a Service								
1	AAS-BWC-5YR-001	BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	81	5 YEAR	\$4,140.00	\$4,140.00	\$335,340.00	
2	AAS-BWC-USB-DOC	V300/V700 USB CHARGE/UPLOAD DOCK - VIDEO-AS-A-SERVICE	81	5 YEAR	\$240.00	\$240.00	\$19,440.00	
3	WGW00122-302	BODY WORN CAMERA CONFIGURATION SERVICE	81		\$115.00	\$92.00	\$7,452.00	
4	SSV00S01450B	LEARNER LXP SUBSCRIPTION	81	5 YEAR	\$0.00	\$0.00	\$0.00	
5	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS	81	5 YEAR	Included	Included	Included	
6	WGB-0740A	V700 BODY WORN CAMERA VERIZON READY	81		Included	Included	Included	3 YEAR



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
7	LSV07S03512A	ESSENTIAL SERVICE WITH ACCIDENTAL DAMAGE AND ADVANCED REPLACEMENT	81	5 YEAR	Included	Included	Included	
8	SWV07S03593A	SOFTWARE ENHANCEMENTS	81	5 YEAR	Included	Included	Included	
9	WGP02798-KIT	V700 MAGNETIC MOUNT WITH BWC BOX	81		Included	Included	Included	
10	WGB-0138AAS	VIDEO EQUIPMENT, V700 TRANSFER STATION	1		Included	Included	Included	
11	WGB-0178AAS	VIDEO EQUIPMENT, V700 USB DESKTOP DOCK VAAS	81		Included	Included	Included	
12	WGP02950	V700 BATTERY, 3.8V, 4180MAH, REMOVABLE	81		\$137.50	\$35.93	\$2,910.33	

Grand Total

\$365,142.33(USD)


Pricing Summary

		Payment Term	Upfront Sale Price	
Upfront Costs*				
			\$10,362.33	
Upfront Subscription Fee				
Video as a Service		Annually	\$70,956.00	
Sub Total:			\$81,318.33	
		Payment Term	Sale Price	Annual Sale Price
Year 2 Subscription Fee				
Video as a Service		Annually	\$70,956.00	\$70,956.00
Year 3 Subscription Fee				
Video as a Service		Annually	\$70,956.00	\$70,956.00
Year 4 Subscription Fee				
Video as a Service		Annually	\$70,956.00	\$70,956.00
Year 5 Subscription Fee				
Video as a Service		Annually	\$70,956.00	\$70,956.00
Sub Total:			\$283,824.00	
Grand Total System Price (Inclusive of Upfront and Annual Costs)				\$365,142.33

*Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- This quote contains items with approved price exceptions applied against them.
- VITA VA-230420-MSI
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



 MOTOROLA SOLUTIONS
VIDEO-AS-A-SERVICE OVERVIEW

QUOTE-2540359
(81) V700 VaaS

Video-as-a-Service (VaaS) is a subscription-based solution that provides agencies with Motorola's industry-leading evidence collection and management tools. VaaS includes access to high definition camera systems and the VideoManager EL Cloud evidence management platform.

VideoManager EL Cloud automates data maintenance and facilitates administration of your department's devices in a Government cloud-based storage solution. Agencies can capture, record, store, and efficiently manage all evidentiary data with VideoManager.

In addition, the VaaS solution can be expanded with CommandCentral Evidence to provide a single, streamlined workflow in the industry's only end-to-end digital evidence management ecosystem.



When combined into a single solution, these tools enable officers in the field to easily capture, record, and upload evidence, as well as efficiently manage and share that evidentiary data. Because Video-as-a-Service requires no up-front purchase of equipment or software, it provides a simple way to quickly deploy and begin using a complete camera and evidence management solution for a per device charge, billed quarterly.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

MOTOROLA SOLUTIONS

VIDEOMANAGER EL CLOUD SOLUTION DESCRIPTION

QUOTE-2540359
(81) V700 VaaS

VideoManager EL Cloud simplifies evidence management, automates data maintenance, and facilitates management of your department's devices, all in a cloud-based, off-premises storage solution.

It is compatible with V300 and VISTA body-worn cameras, as well as M500 and 4RE in-car video systems, enabling you to upload video evidence quickly and securely. It also allows live-streaming capabilities through the optional SmartControl and SmartConnect applications.

VIDEO EVIDENCE MANAGEMENT

Using VideoManager EL Cloud delivers benefits to all aspects of video evidence management. From streamlining the evidence review process to automatically maintaining your stored data, VideoManager EL Cloud makes evidence management as efficient as possible. With VideoManager EL Cloud, you minimize the amount of time spent manually managing evidence, allowing your team to spend more time in the field.

Simplified Evidence Review

VideoManager EL Cloud makes evidence review easier by allowing users to upload evidence into cloud storage from their in-field devices. When evidence is uploaded, important information is sorted, which groups relevant evidence together. This information includes a recording's date and time, device used to capture, event ID, officer name, and event type. This allows you to view recordings of an incident that were taken from several devices simultaneously, eliminating the task of reviewing irrelevant footage during review.

Its built-in media player includes a visual display of incident data, allowing you to tag moments of interest, such as when lights, sirens, or brakes were activated during the event timeline.

Other relevant files, such as PDFs, spreadsheets, reports, third-party videos, audio recordings, pictures, and drawings, can also be grouped together and stored under a specific case entry, allowing all pertinent information to be stored together in VideoManager EL.

Easy Evidence Sharing

VideoManager EL Cloud allows you to easily share information in the evidence review or judiciary sharing process by exporting evidence data as MP4 files.

You can also find relevant evidence data using audit log filters, including criteria such as import, export, playback, download, share, and modify dates.

Automatic Data Maintenance

VideoManager EL Cloud lets you automatically organize the evidence data you store, allowing you to save time that would be spent manually managing it. It can schedule the automatic movement or purging of events on a daily, weekly, or monthly basis, based on how the user wants to configure the system.

Security groups and permissions are easily set-up in VideoManager EL Cloud, allowing you to grant individuals access to evidence on an as-needed basis.



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Integration with In-Car and Body-Worn Cameras

Officers on the road are able to automatically upload encrypted video from in-car systems and body cameras. This eliminates the need for trips to and from the station solely for uploading data into the system.

Video and audio captured by the M500, V300, 4RE and VISTA camera systems are automatically linked in VideoManager EL Cloud based on time and location. You can then utilize synchronized playback and export of video and audio from multiple devices in the same recording group, where video and audio streams can be matched together.

Optional Live Video Streaming

VideoManager EL Cloud integrates with SmartControl, an optional mobile application for Android or iOS that allows officers to complete evidence review work normally completed at their desk from their smartphone.

SmartControl also allows officers to categorize recordings using event tags, stream live video from, and change camera settings, such as adjusting field of view, brightness, and audio levels.

SmartConnect, an optional smartphone application, provides VISTA body-worn camera users with immediate in-field access to their body cameras. SmartConnect includes the ability to pair with VISTA cameras, adjust officer preferences, categorize recordings with incident IDs and case numbers, and play back recordings.

DEVICE MANAGEMENT

Agencies using VideoManager EL Cloud are able to assign users to devices, track them, and streamline shift changes. You can easily manage, configure, update firmware, and deploy in-car and body-worn cameras. Individual preference settings can be configured based on user profiles, allowing quick device transactions within a pooled device system. VideoManager EL Cloud also tracks devices and enables them to be quickly exchanged between officers during shift changes. This minimizes the amount of devices needed for your fleet.

Device Tracking

You can easily manage, configure, and deploy their in-car and body-worn cameras in VideoManager EL Cloud. Devices can be assigned to personnel within VideoManager EL Cloud and tracked, helping agencies keep track of which users have specific devices.

Faster Shift Changes

VideoManager EL Cloud's Rapid Checkout Kiosk feature allows agencies to take advantage of a pooled camera system to utilize fewer cameras. Rapid Checkout Kiosk feature allows agencies using a pooled camera system to use fewer cameras. Cameras can be checked out at the start of a shift using an easy-to-use interface. At the end of the shift, the camera can be returned to its dock, where the video is automatically uploaded and the camera is made ready to be checked out and used for the next shift.

Devices can also be configured to remember individual preference settings for each user, including volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific officer. A variety of settings within VideoManager EL Cloud also enable you to configure devices to operate in alignment with your agency's policies and procedures.



1 V700 BODY-WORN CAMERA SOLUTION DESCRIPTION

The V700 body-worn camera captures clear video and audio of every encounter from the user's perspective. Its continuous- operation capabilities allow constant recording, helping the user to capture every detail of each situation and create a reliable library of evidence for case-building and review. The V700 can stream live video and report real time GPS location through a built-in LTE modem, directly to the suite of CommandCentral applications.

The V700 is easy to operate, with four control buttons. Its innate Record-After-the-Fact® (RATF) technology enables the device to capture important video evidence that can be retrieved hours or days after an incident occurs, even if a recording is not triggered by the user or sensor. With RATF, officers can prioritize response to immediate threats versus manually activating their camera.



1.1. KEY FEATURES OF THE V700

- **Detachable Battery** – The V700's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. Since the battery charges without being attached to the V700, the battery is kept fully charged in the dock ready for use. This feature is especially helpful for agencies that share body-worn cameras with multiple officers.
- **Wireless Uploading** – Recordings made by the V700 are uploaded to the agency's evidence management system via LTE. Upload over WiFi will be available soon. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Real-time Location and Video Streaming** – With built-in LTE connectivity, the V700 paired with CommandCentral Aware will send location updates and stream live video to a dispatch center or Real Time Crime Center (RTCC) giving the agency a complete and accurate view of their officers for better coordination and quicker response times.
- **LTE Service Ready** – The V700 is approved for use on Verizon and FirstNet networks in the U.S. and Bell Mobility in Canada. The V700 will ship with a pre-installed SIM from both carriers, ready for service activation upon arrival with a data plan that best suits the agency's needs. LTE service activation would be on the agency's carrier account. Motorola Solutions does not provide LTE service for the V700 camera.
- **Data Encryption** – The V700 uses FIPS-140-2 compliant encryption at-rest and in-transit. This ensures recordings made by the agency's officers are secure from unauthorized access.
- **Record-After-The-Fact®** – Our patented Record-After-the-Fact® technology captures footage even when the recording function is not engaged. The camera user or admin can request video footage from a specific point in the past to be uploaded to the evidence management system, hours or even days after the event occurred.
- **Natural Field of View** – The V700 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process. The V700's high quality, low light sensor captures an accurate depiction of recorded events, even in challenging lighting conditions.
- **SmartControl Application** – To maximize efficiency in the field, the Motorola Solutions SmartControl app enables V700 users to preview video recordings, add or edit tags, change camera settings and view live video from the camera. The app is available for both iOS and Android phones.
- **In-Field Tagging** – The V700 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the body-worn camera or via the SmartControl app.
- **Auto Activation** – The V700 body-worn camera(s) paired with an M500 or 4RE in-car video system(s) can form a recording group, which automatically starts recording when one of the devices begins to



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record. Each device can be configured to initiate a group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V700s can form a recording group and collaborate on recordings, without a corresponding in-car video system, using similar triggers. Group recordings are uploaded and automatically linked to the evidence management system as part of one event.

1.2. **V700 AND IN-CAR VIDEO INTEGRATION**

The V700 integrates seamlessly with the M500 or 4RE in-car video systems, capturing video of an incident from multiple vantage points. This integration includes the following features:

- **Distributed Multi-Peer Recording** – Multiple V700 body-worn cameras and in-car video systems can form a recording group and based on the configuration, automatically start recording when one of the devices begins to record. Group recordings are uploaded and automatically linked to the evidence management system as part of one incident.
- **Automatic Tag Pairing** – Recordings captured by integrated V700 body-worn cameras and in-car video systems can be uploaded to the evidence management system with the same tags. From the in-car video system's display, videos can be saved under the appropriate tag category. The tag is then automatically shared with the V700 video and uploaded as part of one incident along with the officer's name.
- **Evidence Management Software** – When V700 body-worn cameras and in-car video systems record the same incident, the Motorola Solutions evidence management software automatically links those recordings based on officer name, date, and time overlap.
- **Additional Audio Source** – The V700 can serve as an additional audio source when integrated with the in-car video system. The V700 also provides an additional view of the incident and inherits the event properties of the in-car video system's record, such as officer name, event category, and more, based on configuration.

1.3. **V700 AND APX RADIO INTEGRATION**

Motorola Solutions' APX two-way radios can pair with V700 body-worn cameras to automate video capture through Bluetooth. When the APX's emergency mode button is pressed, or the ManDown feature is activated, the V700 is triggered to start recording immediately. The recording will continue until manually stopped by the officer via the start/stop button on the V700 or group in-car video system.

1.4. **HOLSTER AWARE™ INTEGRATION**

The V700 integrates with a Holster Aware™ sensor through Bluetooth. If configured, the sensor automatically prompts the V700 to record the moment the holstered equipment is drawn. The holster sensor information is stored with the V700 user profile and uploaded to the evidence management system. If the user is assigned to a different camera, the holster sensor information will be applied to the new camera. The holster sensor allows officers to record high-stress events as they unfold, without having to sacrifice situational awareness by manually activating the V700.



1.5. DOCKING STATIONS

The V700 has three docking options:



Transfer Station – The Transfer Station is built for large, multi-location agencies with large numbers of V700 cameras in service at any given time. It can charge up to eight fully assembled body-worn cameras or individual batteries. The eight docking slots include an LED indication of a battery charging and upload status. While the V700 charges, the Transfer Station can automatically offload recordings from the camera to the evidence management system via an integrated 2.5Gb switch. The Transfer Station connects directly to the LAN for fast offload of recorded events to storage, while charging the body-worn camera battery. The Transfer Station supports comprehensive device management capabilities, such as camera configuration, checkout and officer assignment options; rapid checkout, kiosk, and individual camera checkout; automatic firmware and configuration updates.



USB Base – The USB Base charges the battery of a single V700 or standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer with 12V or USB connection for power. The USB Base has LED indications for battery charging status and upload, and an ambient light sensor for optimal LED brightness control from bright sunlight to the dim interior of a patrol car. When connected to a laptop or desktop computer, the USB Base can be used to upload recordings to the evidence management system, as well as, receive firmware and configuration updates.



Wi-Fi Base – The Wi-Fi Base is mounted in a vehicle. It facilitates V700 upload of video evidence to the evidence management system, firmware updates, communication between V700 and in-car video system group devices and charges fully assembled V700s or individual battery packs. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from bright sunlight to the dim interior of a patrol car.

1.6. MOUNTING SOLUTIONS

V700 is compatible with the entire line of V300 mounting solutions as depicted below.

WGP02798
WGA00669
WGA00668
WGP02697
WGP03088
WGP03085


Magnetic
Center Shirt
Mount



Tek-Lok Belt
Mount



Molle Locking
Mount



Shirt
Clip



Heavy
Jacket Clip



Heavy Jacket
Magnetic Mount



MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of body-worn camera(s) and/or in-car video system(s) and your digital evidence management solution. For the purpose of this SOW, the term "Motorola" may refer to our affiliates, subcontractors, or certified third-party partners. A third-party partner(s) (Motorola-certified installer) will work on Motorola's behalf to install your in-car video system(s) (if applicable).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solutions Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours based on the Customer's time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola's Master Customer Agreement and applicable addenda ("Contract").

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola's Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer's PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.

FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

CJIS Security Policy Compliance

Motorola does not believe our Mobile Video offerings (i.e. in-car/body-worn cameras) require compliance with the FBI-CJIS Security Policy (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL



security controls as a guide. Motorola's Mobile Video system design and features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

Personnel Security – Background Screening

Motorola will assist the Customer with completing the CJIS Security Policy Section 5.12 Personnel Security related to authorized personnel background screening when requested to do so by the Customer. Based on Section 5.12, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access. Motorola employees will also have access to the Customer's network(s) and stored information. Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring CJIS Section 5.12 Personnel Security screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

Security Awareness Training

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

CJIS Security Addendum

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

Third Party Installer

The Motorola-certified third party installer will work independently with the Customer to complete the Section 5.12 Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.



SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. The provision and use of the subscription service is governed by the Contract.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities

The Motorola Project Team will be assigned to the project under the direction of the Motorola PM. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory if applicable.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct daily status calls with the Customer during Go-Live.

Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- Discovery validation.
- System provisioning.
- Covers the IT portion of the Project Kickoff Call with the Customer.
- Contracted data migration between two disparate digital evidence management systems (if applicable).



System Technologist (ST)

The ST will work with the Customer's Project Team on:

- Configure Customer's digital evidence management system.
- Inspect installation and configure hardware devices.
- Provide instructions to the Customer on how to configure the hardware.
- Review Deployment Checklist with the Customer.
- Develop and submit a Trip Report.
- Update Customer IP Map.

Professional Services Engineer (if applicable)

The Professional Services Engineer is engaged on projects that include integration between Motorola's digital evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola's digital evidence management system and the Customer's third-party software (e.g. CAD).
- Work with the Customer to access required systems/data.

Application Specialist (if applicable)

The Application Specialist will work with the Customer Project Team on system provisioning and education. The Application Specialist's responsibilities include but are not limited to:

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.
- Provide on-site training based on the products the Customer purchased.

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

Motorola-Certified Installer

The Motorola-certified installer is primarily responsible for installing in-car video systems (ICVs) into Customer vehicles. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include the following:

- **Required Training**
 - WTG0501 - M500 Vehicle Installation Certification (Remote) or WTG0503 - M500 Vehicle Installation Certification (Live)
 - Needs to be renewed yearly.
 - Needs to be submitted to the PM by the technician completing the installation no less than thirty (30) days prior to the installation.
 - Review of any previous Motorola Solutions Technical Notifications (MTNs).
- **Optional Training**
 - WGD00186 - M500 Installation Overview and Quick Start (NA)
 - Not required for installation. Available for the installing technician.
 - WGD00177 - M500 In-Car Video System Installation Guide
 - Not required for installation. Available for the installing technician.
 - MN010272A01 - M500 In-Car Video System Basic Service Manual



- Not required for installation. Available for the installing technician.

Other responsibilities the Motorola-certified installer may be involved in include the installation of cellular routers or Access Points. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

Customer Support Services Team

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.



- Assume responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

Video Management Point of Contact (POC)

The Video Manager POC will educate users on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training. The Customer is responsible for its own creation and enforcement of media protection policies and procedures for any digital media created, extracted, or downloaded from the digital evidence management system.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

Training POC

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with Motorola when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.



General Customer Responsibilities (if applicable)

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Motorola-certified installers must be certified through LXP for remote or in person installation training. The Customer is responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.



PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

PROJECT PLANNING SESSION

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations. Depending on the items purchased, the agenda will typically include:

- A high level review of the following project elements:
 - Contract documents.
 - A summary of contracted applications and hardware as purchased.
 - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
 - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Schedule the remote Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in LXP.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

Motorola Deliverables

- Project Kickoff Meeting Agenda.

PROJECT KICKOFF

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for a successful implementation.



Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at the time of offer acceptance. Delay in completing the IT Questionnaire may delay shipment of equipment. Motorola will not be responsible for any delays associated with or related to the completion of the IT Questionnaire.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss vehicle equipment installation activities and responsibilities.
- Discuss the equipment inventory process (if applicable).
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purpose of deployment and maintenance).
- Discuss and deliver the Business Process Review (BPR) Workbook.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the LXP training approach.
- Provide designated Customer administrator with access to LXP.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information to the designated LXP Administrator(s).

Motorola Deliverables

- Project Kickoff Meeting Minutes.
- BPR Workbook.
- Deployment Checklist.

DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to define system configuration, as well as, agency recording and retention policies. This information will be documented in the Business Process Review (BPR) Workbook, which is used as a guide for configuration and provisioning decisions.

Motorola Responsibilities

- Facilitate Discovery Teleconference(s).
- Review and complete BPR Workbook with the Customer.



- Confirm Customer-provided configuration inputs.

Customer Responsibilities

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh-in on hardware, software and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.
- Return completed BPR Workbook no later than five (5) business days after the conclusion of the Discovery Teleconference.

Motorola Deliverables

- Completed BPR Workbook.



PROJECT EXECUTION

HARDWARE PROCUREMENT AND INSTALLATION

Motorola will procure contracted hardware as part of the ordering process. The hardware will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference for installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the hardware, which includes but is not limited to:

- Power
- Heating and Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location (if applicable).
- Install backend server in Customer's designated area (if applicable).
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to hardware.
- For an on-site deployment, Motorola will be responsible for verifying the body-worn camera Transfer Stations are connected to the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Transfer Stations, and the Customer's network is operational.
- The installer will be responsible for installing the Access Point(s) (APs) if provided by Motorola (if applicable).
- The ST will verify whether the AP(s) are properly installed and connected to the network (if applicable).
- Create a Trip Report outlining the activities completed during configuration and testing of system hardware.

Customer Responsibilities (if applicable)

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Verify the server is connected to the Customer's network.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to the CommandCentral cloud by utilizing the Customer's Internet connection (if applicable).
- Install Customer-supplied APs (if applicable).
- Verify APs are properly installed and connected to the network (if applicable).
- For remote deployments, the Customer is responsible for verifying the body-worn camera Transfer Stations are connected to their network.
- Confirm access to installed software on Customer-provided workstation(s).
- For body-worn cameras, the Customer will verify whether the Transfer Station(s) are connected to their network.

Motorola Deliverables

- Contracted Equipment.



- Equipment Inventory (if applicable).

In-Car Video System Configuration (if applicable)

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) within the Customer-provided vehicle(s). The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's digital evidence management system.

The Customer vehicles must be available for the ST to complete the configuration and testing of the contractual number of ICVs. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of ICV configurations completed. If the Customer requires the ST to complete the full contractual number of ICVs at a later date and time, additional cost may be incurred. **Table 1-1** shows the number of ICVs an ST is contractually obligated to configure and test based on the number of ICVs purchased.

Table 1-1: Number of Contractual ICV Configurations

Number of ICV Purchased	Number of ICV to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.

Motorola Responsibilities

- Setup server for ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of ICVs.
- Complete ICV configuration on a single vehicle, and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed ICV hardware configurations.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- For Motorola-certified installer, complete the installation of cellular router and confirm placement of antenna mounting with Customer (if applicable).
- The Motorola-certified installer will install Customer-provided SIM card into cellular router and connect cellular router to ICV (if applicable).
- Activities surrounding ICV (M500) interface to Automatic License Plate Recognition (ALPR) (if applicable).
 - Install Car Detector Mobile MDC Software on Customer-provided mobile data terminal (MDT) within the vehicle.
 - Configure MDC Network Card.

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete ICV hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for ICV hardware configuration(s).
- Make ICV hardware available to Motorola for configuration and testing in accordance with the Project Schedule.
- Provide cellular SIM Card for Internet connectivity to the installer at time of vehicle installation.

Motorola Deliverables

- Complete Functional Validation Plan as it applies to the proposed solution.

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. If a Motorola-certified installer is not used to install the ICV(s), Motorola is not responsible for any errors in hardware installation, performance or delays in the Project Schedule. In the event the Customer takes on the responsibility of installing the ICV(s) through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For ALPR installations, an MDT is required for all vehicles (if applicable).

Body Worn Camera Configuration (if applicable)

The Transfer Station will be utilized to configure each body-worn camera according to the Business Process Review. In order for this process to be successfully completed, the Transfer Station must be connected to the Customer's digital evidence management system. The table below shows the number of body-worn cameras an ST is contractually obligated to configure and test based on the number of body-worn cameras purchased.

Table 1-2: Number of Contractual Body-Worn Camera Configurations

Number of BWC Purchased	Number of BWC to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10



Number of BWC Purchased	Number of BWC to Test
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the digital evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.
- Configure body-worn camera(s) within the digital evidence management system.
- Check out body-worn camera(s) and create a test recording.
- Verify completion of upload from body-worn camera(s) after it is docked in a Transfer Station or USB dock.
- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

Customer Responsibilities

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

Automatic License Plate Recognition (ALPR) Commissioning (if applicable)

This section highlights the responsibilities of Motorola and the Customer when an in-car video system interfaces with the Law Enforcement Archival Report Network (LEARN) database.

Motorola Responsibilities

- Create a Customer account in the LEARN system with user emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the Vigilant LEARN Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlists.



SOFTWARE INSTALLATION AND CONFIGURATION

Motorola will install VideoManager Evidence Library (EL) software on a specified number of workstations dictated by the Contract. The Customer will be responsible for installing the software on the remaining workstations. Provisioning of VideoManager EL software will be done in accordance with the information contained in the BPR Workbook.

Installation of VideoManager EL software consists of the following activities:

- Delivery and installation of server hardware (if applicable).
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.

VideoManager EL (if applicable)

The VideoManager EL software is an on-premises solution that requires an onsite server and supports both body worn cameras and in-car video systems.

Motorola Responsibilities

- Install software on a specified number of customer workstations and/or mobile devices.
- Use information provided in the BPR Workbook to configure VideoManager EL software.
- Test software using applicable portions of the Functional Validation Plan.
- Provide instruction on client software USB utility.

Customer Responsibilities

- Provide a network environment that conforms to the requirements presented in the Solution Description.
- Procure and install server and storage hardware at desired location in accordance with Solution Description requirements.
- Perform a power on test with Motorola.
- Provide assigned Motorola System Administrator with access to SQL database for installation purposes (Motorola's access will be revoked upon conclusion of the installation).
- For Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access (if applicable).
- Provide workstation and/or mobile device hardware in accordance with specifications listed in the Solution Description.
- Complete online training.
- Complete installation of client software on remaining workstations and/or mobile devices.

VideoManager ELC (if applicable)

VideoManager ELC software is a cloud solution that does not require an onsite server and supports both body-worn cameras and in-car video systems.

Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC software.
- Based on Customer feedback, perform the following activities:



- Create users, groups, and setup permissions.
- Create event categories.
- Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Ensure training POC can access the system.

Customer Responsibilities

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

CloudConnect Installation and Configuration (applicable for CommandCentral Aware purchase)**Motorola Responsibilities**

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.
- Create an IPSEC tunnel.
- Provide Customer with the information for setting up the IPSEC tunnel.

Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP for the CloudConnect Virtual Machine and the Cloud Anchor Server.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

Completion Criteria

- CloudConnect Virtual Machine configuration is complete and accessible throughout the network.

CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure optimal configuration of your CommandCentral Evidence solution.

Motorola Responsibilities

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.



DATA MIGRATION SERVICES (IF APPLICABLE)

The Customer is responsible for partitioning data to be converted from a legacy or on-premises digital evidence management system to an on-cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete.

Motorola Responsibilities

- Receive access to Customer video data.
- Perform contracted data migration and validation.

Customer Responsibilities

- Provide remote access to partitioned data to be migrated.
- Validate migrated dataset, and provide Motorola with feedback within ten (10) business days.

Completion Criteria

- A migrated dataset as defined in the Contract.

DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's digital evidence management system and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

Motorola Responsibilities

- Develop and configure interface(s) to support the functionality described in the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the digital evidence management system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between digital evidence management system and the third-party system(s).
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided to the Motorola PM within ten (10) business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software.



SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote) depending on what is purchased. Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

ONLINE TRAINING (IF APPLICABLE)

Online training is made available to the Customer through LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During onboarding, assist the Customer with LXP usage.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.

INSTRUCTOR-LED TRAINING (ON-SITE AND REMOTE, IF APPLICABLE)

Instructor-led courses are based on products purchased and the Customer's Education Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.



- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.



PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use, and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

Customer Responsibilities

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

Provide Customer with survey upon closure of the project.



ASSUMPTIONS

This SOW is based on the following list of assumptions (if applicable):

- Videomanager EL Cloud (VMELC) must be connected to the Microsoft Entra ID (formerly known as Microsoft Azure Active Directory) for user authentication to the VMELC application. Microsoft Entra ID can be synchronized with the Customer's on-premises Active Directory using Azure AD Connect. If the Customer is using Microsoft Office 365, Motorola will be able to integrate with this Microsoft Entra ID.
- Must be 2003 or later for Microsoft Entra ID integration.
- Upload Speed Requirements for Hardware Devices
 - 5 Mbps + 3 Mbps per additional device.
 - This assumes it will take 8 hours to upload 5 GB of video on a device.
 - 40-50 Mbps per concurrent uploading device.
 - This assumes video is required to upload within 30-40 minutes with approximately 5 GB to upload.
- If the Customer is supplying an upload server to temporarily store video, please verify the server complies with the specifications provided in the Solutions Description.
- By default, M500 ICVs and V300/V700 BWCs do not need an upload server for cloud deployments. An upload server may be required depending on how many devices are uploading concurrently and the need for the Customer to upload video evidence at a given speed.
- Upload appliance required if using 4REs or VISTA body worn cameras connected to VideoManager EL Cloud
- Cellular upload of ICVs and BWCs (if applicable) requires an Ethernet connection to an LTE modem in the vehicle.
- If the Customer is supplying a server for VideoManager EL (On-premises) solution, the Customer must verify the server is not a Domain Controller.
- VideoManager EL for on-premises cannot be installed on a server running Active Directory or Exchange applications on the Customer's network.
- The ICVs are configured with a hidden SSID and WPA2-AES Security with a 128-bit Pre-shared Key. If another type of security is desired, the Customer will be responsible for configuring these security requirements into the ICVs. This information must be supplied through the IT Questionnaire in order for the factory to configure the correct security requirements.
- If the Customer is supplying their own Access Point, it must be 5 GHz 802.11n compatible.



ESSENTIAL SERVICE FOR V700 BODY WORN CAMERA DEVICE (NORTH AMERICA)

This Statement of Work ("SOW") is subject to the terms and conditions of the Motorola Solutions Service Agreement or other applicable agreement in effect between the parties ("Agreement"). The terms of this SOW are an integral part of an Agreement with the Customer to which this SOW is appended and is made a part thereof by this reference. In the event of a conflict between the terms and conditions of an Agreement and the terms and conditions of this SOW, this SOW will control the inconsistency only. This SOW applies to the Device(s) specifically named in the Agreement.

1.1. DESCRIPTION OF SERVICES AND OBLIGATIONS

The term "Customer" refers to any end-user who has a purchase agreement with Motorola Solutions.

Essential Service provides either three (3) or five (5) years of coverage, as selected by the Customer, and includes:

- Remote Technical Support
- Software Maintenance
- Software Enhancements
- Hardware Repair for manufacturing defects

Motorola Solutions includes three (3) years of Essential Service with each Body Worn Camera (BWC) device purchase, with optional service upgrades to extend and/or provide additional coverage for the device.

1.2. ESSENTIAL SERVICE

1.2.1. Remote Technical Support

Remote Technical Support is provided for device issues related to software and/or hardware that require troubleshooting expertise. Motorola Solutions' System Support Center (SSC) and Technical Support Operations (TSO) center are staffed with highly trained technologists who specialize in the diagnosis and resolution of product issues. Motorola Solutions' SSC and TSO are continuously monitored against stringent, industry recognized incident and problem management processes.

Motorola Solutions will respond to calls, e-mails, and web portal submissions during normal support hours, five (5) business days per week, excluding holidays, and weekends. In addition, Customers may contact the Motorola Service Desk and a Motorola Solutions representative will log a technical request on Motorola Solutions' Case Management System.

1.2.1.1 Technical Problem Isolation, Analysis and Resolution.

A Motorola Solutions representative or technologists will:

- Work to isolate the problem/issue
- Analyze and determine the cause of the problem/issue
- Work to achieve problem/issue resolution



1.2.2. Software Maintenance

Software maintenance is important for ensuring device performance and operation. Essential Service provides the Customer with access to the latest available Body Worn Camera (BWC) device operating system (OS) software, device firmware, and application software. Device software releases maintain the device software performance such that the Device operates in accordance with its specifications and documented functionality, and is aligned with the applicable Motorola Solutions infrastructure platform lifecycle. Each release may include bug fixes, security patches, and/or new feature activation enablements.

Configuration of the Body Worn Camera (BWC) device is made possible through the use of the VideoManager EL On-Premise, or VideoManager EL Cloud, solution.

Access to software updates will remain available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial Essential Service term, availability of software updates will terminate, unless the Customer renews Essential Service.

1.2.3. Software Enhancements

Software Enhancements are included with all BWC devices that have a valid Essential Service Package. Software Enhancements may include, or introduce, new device features, functionality, or capabilities, that were not available at time of device purchase. Availability of software enhancements depends on the device hardware and software capability to work with the new enhancements. Certain enhancements, not included with Essential Service Packages, may only be available as an additional purchase.

Motorola Solutions, at its discretion, reserves the right to add new software enhancements, or remove existing software enhancements, from any of its Essential Service Package. Please contact your Motorola Solutions Sales associate, or visit the Motorola Solutions' Web portal, for additional information regarding device features and capabilities.

Software Enhancements for the device will be continuously available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial term of Essential Service, availability of Software Enhancements will terminate, unless the Customer renews Essential Service.

1.2.4. Device Hardware Repair

Essential Service provides the Customer with repair services at a Motorola Solutions owned and operated, supervised, or certified Repair Center that employs the latest test equipment and original or certified replacement components used in the manufacturing of the BWC device. Device Hardware Repair provides the Customer with repair services for internal and external device components that are damaged as a result of manufacturing defects and defects due to normal wear and tear. With this Service, the device is repaired to ensure full compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device via:

- Repairs, adjustments and restorations, if appropriate, of any device that malfunctions while being used within the operational and environmental parameters specified by Motorola Solutions.
- Device updates, if applicable, as may be released, from time to time, by Motorola Solutions in accordance with an Engineering Change Notice.



At the discretion of Motorola Solutions, if the device is considered “un-repairable”, for technical or economic reasons, Motorola will replace the device with a new or refurbished device.

1.2.5. Essential Software Service

If for any reason the Customer declines or chooses to exclude the hardware repair option that is included with the three (3) year Essential Service Package, the Customer will automatically default to, and be entitled to, three (3) years of Essential Software Service and one (1) year of hardware repair against manufacturing defects, as covered by the standard product warranty.

Essential Software Service provides three (3) years of coverage and includes:

- Remote Technical Support
- Software Maintenance
- Software Enhancements

1.2.6. Scope of Products or Services included

Essential Service, and optional Service upgrades, are currently available for all V700 Body Worn Camera devices. Check with your Motorola Solutions’ Sales representative if you have a question about the eligibility of your device.

1.3. MOTOROLA SOLUTIONS RESPONSIBILITIES

Software Release Availability. Motorola Solutions will provide access to the latest BWC device software and firmware releases via the VideoManager EL On-Premise, or VideoManager EL Cloud, solution. For customers using the VideoManager EL Cloud, software and firmware upgrades will occur automatically when the Body Worn Camera device connects to the agency’s VideoManager EL Cloud instance. If using the VideoManager EL On-Premise solution, the on-prem server will periodically connect to the VideoManager EL Cloud database to check for new software and firmware versions, download the latest version, and apply the new software and/or firmware automatically to the BWC device when it connects to the server.

Software Release Notes. Motorola Solutions may, from time to time, provide release notes for the BWC Device software release. Information regarding training material will be posted on the Learning Experience Portal (LXP) at <https://learning.motorolasolutions.com>

Hardware Repair. Motorola Solutions will provide repair or replacement of a device, at its option, with a five (5) business day in-house turnaround time, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Business days do not include holidays or weekends. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions’ option, with functionally equivalent, reconditioned parts, boards, or with a new or refurbished replacement device. All replaced parts, boards or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

LTE/4G Service. Motorola Solutions supports the operation of the V700 BWC device on multiple approved LTE/4G Carrier Networks. Based on the Customer’s selection of a Carrier during the initial ordering process,



Motorola Solutions will install, in the device, the Customer's selected Carrier SIM, before the device is shipped to the Customer. The Customer is responsible for contacting the Carrier and activating the LTE/4G data service.

Shipping. For devices repaired under Essential Service, Motorola Solutions will provide one-way shipping, from an Authorized Motorola Repair Center to the Customer. The Customer is responsible for the shipping method and any shipping costs incurred when returning the faulty device to an Authorized Motorola Solutions repair center. Based on the country of purchase, Motorola Solutions may also cover, or include, two-way shipping for the damaged or defective device. Eligibility for two-way shipping will be confirmed during the repair submission process.

1.4. CUSTOMER RESPONSIBILITIES

Serial Numbers. If device orders are submitted via Motorola Solutions' Partner Hub, OCC, or CPQ ordering systems, the hardware serial number(s) for three (3) year Essential Service and Essential Software, as well as five (5) year Essential Service, and three (3) and five (5) year Essential Service with Accidental Damage and Advanced Replacement, will be automatically captured and included in the Service Agreement.

If five (5) year Essential Service or three (3) and five (5) year Essential Service with Accidental Damage and Advanced Replacement is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

Initiating Repair. When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.
- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

Motorola Solutions is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

Device software releases. The Customer will be responsible for updating each eligible BWC device with the latest available software and/or firmware, and of advising users of any operational changes that may have been introduced as a result of the new software or firmware.

LTE/4G Service. The Customer is responsible for selecting a Motorola Solutions approved LTE/4G Carrier/Provider during the initial ordering process, and for contacting the Carrier and activating LTE service for the device. The Customer is solely responsible for all financial obligations with the selected LTE Carrier.



WiFi Connectivity. The Customer is responsible for providing all WiFi connectivity to the device.

Removing Customer Data. The Customer is responsible for removing, from the device, any data, video, or other information that the Customer wishes to retain or destroy, prior to sending the device to a Motorola Solutions Repair Center for repair.

Motorola Solutions may provide a Video Evidence Recovery Service for the BWC device, as an additional charge. Video Evidence Recovery is a best effort service that is dependent on the condition of the device. This service, if applicable, will have a separated Agreement, with Terms and Conditions, outside the scope of this Statement of Work (SOW). Please contact your Motorola Solutions Representative for more information regarding the Video Evidence Recovery Service.

1.5. ESSENTIAL SERVICE LIMITATIONS AND RESTRICTIONS

Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, mounts, or clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repaired by a third party.
- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases, except as provided for under the responsibilities outlined in this document.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, unless the Customer has purchased the optional Essential Service with Accidental Damage and Advanced Replacement package.
- Cosmetic imperfections that do not affect the functionality of the device.

Where a Body Worn Camera device is submitted for repair that is outside the scope of Service, such repair may be quoted by Motorola Solutions for additional cost in accordance with Motorola Solutions' standard Time and Materials (T&M) rates and terms and conditions. Motorola Solutions will notify the Customer of any incremental charges related to the aforementioned exclusions prior to completing the repair and said repair will be subject to acceptance of the quotation by the Customer.

Software support for unauthorized modifications, or other misuse of the device software, is not covered under this Agreement.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Access to the software and firmware releases for updating the device under this SOW is available only for the device named in the Agreement. Software updates to any additional devices are expressly excluded and prohibited. Notwithstanding the foregoing, Motorola Solutions may, at its sole discretion, include coverage for other devices.

Any implementation tools not required to support the device software and firmware updates are excluded from coverage.

1.6. MOTOROLA SOLUTIONS IS NOT OBLIGATED TO PROVIDE SUPPORT FOR ANY DEVICE:

- That has been repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- That has been subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If Customer fails to comply with the obligations contained in the product purchase agreement and/or the applicable software license agreement and/or Motorola Solutions terms and conditions of service.

1.7. ESSENTIAL SERVICE WITH ACCIDENTAL DAMAGE REPAIR AND ADVANCED REPLACEMENT

1.7.1. Description of Services and Obligations

Accidental Damage coverage is an optional, prepaid service that adds coverage for accidentally damaged BWC devices. Accidental Damage coverage must be purchased together with, or within 90 days of, a qualifying Motorola Solutions device purchase. This three (3) or five (5) year service offer reduces unexpected expenses related to the repair of the device. Accidental Damage and Advanced Replacement coverage includes all services provided under Essential Service, plus additional coverage for Accidental Damage and Advanced Replacement of the damaged device.

Examples of repairs covered under Accidental Damage include:

- Electrical repair for failures caused by accidental water or chemical damage
- Electrical repair for accidental internal damage
- Replacement of accidentally cracked or broken housings.
- Replacement of accidentally cracked or broken camera lens or displays.
- Replacement of accidentally cracked or broken or missing buttons, knobs, or keypads

Repair or Replacement. Motorola Solutions will provide repair or replacement of a BWC device, at its option, with a five (5) business day in-house turnaround time, excluding weekends and holidays, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions option, with functionally equivalent, reconditioned parts, boards, or with a new replacement or refurbished device. All replaced parts, boards or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

Serial Numbers. If the Accidental Damage Service is purchased with the device, in the same order, using Motorola Solutions' Partner Hub Portal, OCC, or CPQ when ordering, the hardware serial number(s) are



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

automatically captured and included in the Service Agreement. If Accidental Damage Service is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

Initiating Repair. When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.
- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

Motorola Solutions is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

Advanced Replacement. Under Accidental Damage and Advanced Replacement Service, Motorola Solutions will provide Advanced Replacement for the damaged device. Motorola Solutions will ship a new or refurbished replacement device to the Customer within two (2) business days of receiving the Customer repair request, subject to availability of replacement devices. Business days do not include weekends or holidays.

The Customer must return the defective or damaged device to a Motorola Solutions Repair Center within 60 days after receiving the replacement device. Failure to return the damaged device to Motorola Solutions will result in an additional Customer charge for the replacement device.

When returning a device for Advanced Replacement, device accessories should not be included. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.

Motorola Solutions is not responsible for any accessories that are shipped with the device.

1.8. ACCIDENTAL DAMAGE AND ADVANCED REPLACEMENT LIMITATIONS AND RESTRICTIONS

Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, chargers, charging stations, mounts, and clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repair by a third party.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases except as provided for under the responsibilities outlined in this document.

There is a maximum limit of one (1) Body Worn Camera device repair, per contract year, for Essential Service with Accidental Damage and Advanced Replacement.

Where ongoing "Accidental Damage" repair is deemed by Motorola Solutions to be excessive, systemic, or the result of device mishandling, the Customer may be subject to an additional charge. Should the accidental damage continue unabated, the Customer will incur repair charges at Motorola Solutions' discretion and prevailing charges for devices deemed by Motorola Solutions to have been damaged through improper handling, carelessness or reckless use.



Supporting Small, Rural, and Tribal Law Enforcement Agency Body-Worn Camera Policy and Implementation Program

SUBAWARD ("MICRO-GRANT") AGREEMENT BETWEEN
Warren County Sheriff's Office
And



SUBAWARD INFORMATION	
Name:	Warren County Sheriff's Office
Address:	200 Skyline Vista Drive Front Royal, VA 22630
Award Number	61269234
Federal Identification Number	54-6001661
Micro-grantee UEI	L82YFHPJ47L7
Program Period: Start Date - End Date	01/01/2024-12/31/2026
Total Amount of the Federal Award	\$ 162,000.00
Match Amount	\$ 162,000.00

By signing this document, you agree to accept and comply with the award requirements including award conditions, assurances and certifications that were presented within the application portal and the associated attachments, as well as any additional requirements or conditions imposed subsequent to the program start date of this award by DOJ, OJP or JSS on Warren County Sheriff's Office. These conditions apply during the project period. These requirements encompass financial, administrative, and programmatic matters, including specific restrictions on use of funds in the approved budget. In addition to the specified award conditions, the micro-grantee also agrees to abide by the general Federal award conditions accepted by the prime award agency, Justice & Security Strategies, Inc. which can be found at the following link: <https://www.srtbwc.com/wp-content/uploads/2022/03/SRT-BWC-Micro-Grantee-Award-Special-Conditions.pdf>.

Should Warren County Sheriff's Office accept the award and then fail to comply with an award requirement, JSS, on behalf of DOJ, will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

AGENCY APPROVAL	SUBRECIPIENT ACCEPTANCE
Dr. Shellie Solomon, CEO, Justice & Security Strategies, Inc. 1835 E Hallandale Beach Blvd #387, Hallandale Beach, FL 33009 info@srtbwc.com , 888-235-0565	Typed Name and Title of Authorized Subrecipient Official
Signature of Approving Official	Signature of Authorized Subrecipient Official
Date:	Date:

Federal Award Number: 15PBJA-23-GK-04176-BWCX, **October 1, 2023, C.F.D.A. No: 16.835.** **Federal Award Project Description:** The Fiscal Year 2023 Supporting Small and Rural Agency Body-Worn Camera Policy and Implementation Program (SRA-BWC) will provide funding and program development support to small and rural agencies that intend to initiate expanded body-worn camera programs. The provider will be responsible for designing and administering a competitive funding solicitation that distributes micro-grants to qualified small and rural agencies to implement a body-worn camera program. They will also identify the needs of micro-grantee agencies and deliver standard and customized training and technical assistance (TTA) to those agencies. This is not a research and development grant.

This project was supported by Grant No. 15PBJA-23-GK-04176-BWCX awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.

Attachment A: Award Specific Requirements

- 1) **Body-worn Camera (“BWC”) Policy Review Required in Order to Receive Funding:** Micro-grantee is required to successfully demonstrate that they have developed BWC policies that are purposeful, comprehensive, and deliberately designed and acceptable to DOJ’s Office of Justice Programs (OJP) and JSS. All funding except 10% of the total award amount under this micro-grant will be held until Micro-grantee’s BWC policy is approved in writing by JSS.
 - a) If Micro-grantee already developed a BWC policy, JSS must review and approve the policy, and Micro-grantee’s executive officers must certify that their policy was developed in a comprehensive, deliberate, and planned manner, and is consistent with relevant state laws; or
 - b) If Micro-grantee has not yet developed a BWC policy, Micro-grantee must develop a BWC policy as a condition of this micro-grant. Micro-grantee must work with JSS to ensure that policy development is purposeful, comprehensive and deliberate.
- 2) **Monthly Reporting Required:** In order to be eligible for reimbursement under this micro-grant, Micro-grantee will be required to submit monthly reports, as well as a final report after the project end date, through the online micro-grant portal no later than dates to be specified by JSS. These reports will require submission of both financial and programmatic information. Micro-grantee must collect and maintain data concerning the work performed under this micro-grant in a manner and timeframes specified by JSS. The financial and programmatic data elements, outputs and outcomes will be outlined by JSS in the online micro-grant portal for this program.
- 3) **Budget and spending restrictions:** In addition to all restrictions in funding previously communicated to Micro-grantee, specified in the solicitation or budget submission form for this micro-grant, outlined in the special conditions below, or specified in applicable federal law and regulations, Micro-grantee may not use funds from this micro-grant to pay for:
 - a) Costs associated conferences, including but not limited to costs for hosting, developing, sponsoring, or attending conferences. Important note: Conferences are defined by DOJ to mean “a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity.”
 - b) Costs associated with a website, including software development, updating, programming, design, or otherwise any website-related expense.
 - c) Any consultant rate in excess of \$650 per day unless approved in writing by JSS prior to expenditure.
- 4) **Audit and monitoring:**
 - a) Should Micro-grantee’s audit, if applicable, under Part 2 CFR 200 or related regulations contain findings related to this micro-grant, Micro-grantee understands all payments under this micro-grant may stop until those findings are resolved in a manner approved by JSS.
 - b) Micro-grantee agrees to comply with all micro-grant monitoring guidelines, protocols, and procedures, and to cooperate with JSS and BJA (including its Office of the CFO) on all grant and program monitoring requests, including:
 - i. Requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits.
 - ii. Providing all documentation requested or otherwise necessary to complete monitoring tasks, by the deadlines set by JSS or BJA.

Failure to cooperate with BJA’s or JSS’s grant monitoring activities may result in sanctions affecting Micro-grantee’s DOJ awards, including, but not limited to: withholdings and/or other restrictions on access to this or other grant funds; termination of this or other grant awards, referral to the Office of the Inspector General for audit review; designation of Micro-grantee as a DOJ High Risk grantee.
- 5) **Close-out:** Micro-grantee will comply with all close-out procedures provided by JSS and submit its final report no later than the date specified by JSS during close-out.

Attachment B: Award Specific Requirements

Because your organization's funding (referred to below as a "subgrant" or "micro-grant") utilizes OJP funds, DOJ requires your organization to comply with certain federal legal requirements in addition to the requirements of your Micro-grant Agreement with JSS. These additional requirements are:

- 1) **Federal rules that apply to this Subgrant:** Micro-grantee is required to comply with the federal rules governing the financial management of federal grants like this Subgrant. These rules are called the Uniform Guidance and can be found at 2 CFR 200. The Uniform Guidance contains requirements about how an organization may spend federal funds, the tracking of receipt and spending of federal funds, and other financial requirements.

For additional details about these requirements, see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

If you have a question or believe there is a conflict between any documents JSS provides you and the Uniform Guidance, contact JSS immediately for clarification.

- 2) **DOJ Grants Financial Guide:** Micro-grantee agrees to comply with the requirements of the DOJ Grants Financial Guide and any updates made to this document, which is located at: https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/DOJ_FinancialGuide_1.pdf.

- 3) **Record retention and access:** All micro-grantee records of any kind that relate to this Subgrant must be kept by your organization for 3 years from the date you submit your final report at the end of the Subgrant. Micro-grantee records that relate to this Subgrant means any document, record, or data or any kind whatsoever concerning this Subgrant. This includes but is not limited to: agreements, contracts, purchase orders, receipts, reports, financial documents, computer data, personnel files, and any other paper or document related to this Subgrant in any way.

Also, your organization must provide access to these records to JSS, OJP and other federal inspectors and agencies. For more details about this requirement, please see 2 C.F.R. 200.333. The records you must provide access to include performance measurement information about this Subgrant.

If micro-grantee is eligible and elects to use an indirect cost rate as described in 2 C.F.R. 200.414(f), micro-grantee must advise JSS in writing that it is eligible and elects to use an indirect cost rate. Micro-grantee must comply with all requirements of 2 CFR Part 200 concerning indirect cost rates. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

- 4) **Requirement to report potentially duplicative funding:** If micro-grantee currently has other active federal grants, or if micro-grantee receives any other award of federal funds during the period of performance for this micro-grant, micro-grantee promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, micro-grantee must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) and JSS in writing of the potential duplication, and, if so requested by the DOJ awarding agency or JSS, must seek a grant adjustment modification to eliminate any inappropriate duplication of funding.
- 5) **Requirement to report breach of confidential information:** Personally Identifiable Information (PII) is information that can be used, by itself or together with other information, to identify someone. The full definition can be found at 2 CFR 200.79. Micro-grantee must have procedures to respond if there is an actual or imminent "breach" of PII if micro-grantee either:

- a) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of PII within the scope of an OJP grant-funded program or activity, or
- b) uses or operates a "Federal information system," which typically is a database that a federal agency uses.

As a law enforcement agency, micro-grantee's organization collects and maintains PII. Therefore, micro-grantee must have written procedures on how micro-grantee will respond if there is an actual or imminent breach of PII.

A breach of PII, as defined in OMB M-17-12, means: The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses PII or (2) an authorized user accesses or potentially accesses PII for an other than authorized purpose.

Micro-grantee's procedures required by this section must include a requirement to report an actual or imminent breach to JSS within 12 hours of when it occurs. This is required so that JSS can report the breach to OJP within 24 hours as legally required by OJP. Micro-grantee must contact JSS immediately using the method specified by JSS and no later than 12 hours if a breach of PII occurs or is about to occur to make sure this gets reported to OJP within 24 hours as required.

- 6) **Subgrants:** Micro-grantee is not permitted to award subgrants—also referred to as subawards—with the funds from this Subgrant unless you have written approval from JSS in advance of issuing the subaward.
- 7) **Procurement rule—cannot discriminate against associates of the federal government:** When buying any goods or services with funds from this micro-grant (this is known as a “procurement transaction”), micro-grantee must not discriminate against any person or business because of their status as an “associate of the federal government” (or because a person or entity is affiliated or owned by such an associate). A person or entity is an “associate of the federal government” if they are engaged or employed (in the past or at present) by or on behalf of the federal government-as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise-in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 8) **Human trafficking:** Micro-grantee must comply with all U.S. Department of Justice requirements related to trafficking in persons. This includes, but is not limited to, the requirement micro-grantee and its employees must not engage in:
 - a) Severe forms of trafficking in persons
 - b) Procurement of a commercial sex act
 - c) Use of forced labor in the performance of the Subgrant
 - d) Acts that directly support or advance trafficking in persons.

Examples are included in Section B at this website: <https://ojp.gov/funding/explore/prohibitedconduct-trafficking>

Micro-grantee's full obligations related to prohibited conduct in trafficking in persons can be found at that link above and are incorporated here with this reference. Micro-grantee's micro-grant can be terminated immediately for violation of these requirements.

- 9) **Rules for trainings developed with funds from this micro-grant:** Any training materials micro-grantee develops or delivers with funds from this micro-grant must comply with the Department of Justice OJP training requirements. These requirements include that:
 - a) Trainers comply with the law and cannot discriminate.
 - b) The content of the training and the materials must be accurate, relevant, useful and well-matched to the purpose of the training.
 - c) Trainers must be well-qualified in the subject area.
 - d) Trainers must demonstrate highest standards of professionalism.

Details about these requirements can be found here:

<https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.html>.

- 10) **Compliance with DOJ Regulations pertaining to civil rights and nondiscrimination:** Equal Employment Opportunity: Micro-grantee must uphold all requirements for an equal employment opportunity organization. This means it must comply with all applicable requirements of 28 CFR Part 42, relating to civil rights and nondiscrimination and includes the requirements for equal employment opportunity programs provided in 28 CFR42 Subpart E if Micro-grantee is required to have such a program.

As of July 19, 2023, micro-grantees with awards greater than \$25,000 must comply with the EEOP requirements. The Office of Civil Rights no longer accepts or approves sub-recipient Certification/Verification of Exemption Forms. Instead sub-recipients must complete the Verification Forms and Utilization Reports in the EEOP Report Builder found at <https://eeop.ocr.ojp.gov/certsub/homepage>. Forms must be submitted to JSS through the Grant Application portal prior to receipt of payment.

- 11) **Civil Rights:** Nondiscrimination on basis of religion: Micro-grantee must comply with all applicable requirements of 28 CFR 38 regarding nondiscrimination on the basis of religion or religious beliefs.
- 12) **Prohibition on using Subgrant funds for lobbying or influencing government officials:** Micro-grantee may not use any of the funds from this Subgrant for lobbying, whether directly or indirectly. Lobbying means supporting or opposing the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. See 18 USC 1913 for additional details.

Also, Micro-grantee may not use any of the funds from this Subgrant to pay any person to influence or attempt to influence any federal agency, member of Congress or any of their employees concerning a federal grant, contract, or any other federal award. There are exceptions, including an exception for tribal organizations. See 31 USC 1352 for details.

Contact JSS immediately if you have any questions about this section or whether a specific situation falls within these rules.

- 13) **Duty to report fraud, waste, abuse, and misconduct:** Micro-grantee must promptly report to the DOJ Office of the Inspector General (OIG) any credible evidence that any person (whether they work for your organization or not) has (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws of fraud, conflict of interest, bribery, gratuity, or similar misconduct, in connection with funds under this award.

You can report potential fraud, waste, abuse, or misconduct involving or relating to these Subgrant funds by: (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Micro-grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Micro-grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

- 14) **No restriction on reporting fraud, waste or abuse permitted:** Micro-grantee may not require any employee or contractor to sign a confidentiality agreement that restricts or bans reporting of waste, fraud or abuse to a federal agency. This does not apply to the federal Standard Forms 312 or 4414 regarding not disclosing certain classified or sensitive information.

If JSS learns that micro-grantee is requiring agreements or statements from its employees or contractors that restrict or prohibit reporting of fraud, waste, abuse or misconduct, JSS is required by law to stop all payments under this micro-grant to micro-grantee.

- 15) **No retaliation for reporting gross mismanagement of federal funds:** Micro-grantee may not retaliate against an employee for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. This requires that Micro-grantee comply with applicable provisions of 41 USC 4712.
- 16) **Encouragement to ban text messaging while driving:** Micro-grantee is encouraged to adopt and enforce policies banning employees from text messaging while driving and to establish policies and educate its employees to decrease crashes caused by distracted drivers.
- 17) **Requirements if designated "high risk" by a federal agency:** If micro-grantee is designated "high risk" by a federal grant-making agency other than DOJ, currently or at any time during the course of this micro-grant, micro-grantee must disclose this and any other information requested immediately to JSS at the contact information provided by JSS and to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. "High risk" includes any status under which a federal awarding agency provides additional oversight due to micro-grantee's past performance, or other programmatic or financial concerns with the micro-grantee. Micro-grantee's disclosure must include the following: 1. The federal awarding agency that designates micro-grantee high risk, 2. The date micro-grantee was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Micro-grantee agrees to comply with all additional requirements imposed by OJP or JSS if micro-grantee is designated as high risk by DOJ or any other federal agency.

- 18) **Copyright and data rights:** Micro-grantee acknowledges that OJP has a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use for Federal purposes: (1) any copyrighted work developed under this Subgrant; and (2) any rights of copyright to which Micro-grantee purchased with Subgrant funds.

Micro-grantee acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under this Subgrant; and (2) authorize others to receive, reproduce, publish, or otherwise use this data for Federal purposes.

If Micro-grantee refuses to accept terms affording the Government such rights, JSS is required to report this to OJP and not proceed with an agreement with Micro-grantee.

- 19) **Micro-grantee integrity and performance matters:** Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS.

Micro-grantee must comply with all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with either this micro-grant or any other grant, cooperative agreement, or procurement contract from the federal government.

If the total value of micro-grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time, micro-grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the Federal Awardee Performance and Integrity Information System (FAPIIS) about civil, criminal, or administrative proceedings described in this special condition.

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

- 20) **Verification of employee authorization to work in the United States:** This Subgrant requires that your organization take certain steps to ensure that every person whose salary is paid for in any part, no matter how small, with funds from this Subgrant, is eligible to work in the United States. This is a requirement of federal law 8 U.S.C. 1324a(a)(1) and (2). The U.S. Department of Justice requires that you do certain things to comply with this requirement. These things are:

- a) Verify that every employee whose salary is paid for in any part, no matter how small, with funds from this Subgrant is eligible for employment in the United States.
 - i. You can do this by completing the federal form I-9 for each employee and checking and making copies of the documents that form requires. You can also do this by using the federal E-Verify system. You can sign up for E-Verify by going to www.e-verify.gov.
 - ii. For people you are hiring, you must verify their employment eligibility before you hire them. For those already hired, you must verify their employment eligibility immediately if you have not done so already.
- b) Notify all people involved in Subgrant activities for your organization (which includes employees involved in the hiring process) about this requirement to verify employment eligibility and about the federal law that makes it illegal to hire or keep someone on staff who is not authorized to work in the United States.
- c) Provide training to all people involved in Subgrant activities for your organization (which includes employees involved in the hiring process) about these requirements.
- d) Keep all records of employment eligibility verifications—this includes E-Verify verifications, Form I-9's, copies of identifications, passports, social security cards, lawful permanent resident cards and all other documentation used to verify employment.

- 21) **Excess compensation:** Funds from this micro-grant may not be used to pay cash compensation (salary plus bonuses) to any employee of micro-grantee at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year—effective January 2023, this maximum annual salary is \$212,100. (Micro-grantee may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:
December 10, 2024	K.12.	Purchase of Tractor - Shenandoah Farms Sanitary District
EXPLANATION & SUMMARY: At the October 3, 2024 Shenandoah Farms Sanitary District (SFSD) Advisory Board meeting, Public Works(PW) Staff discussed the potential purchase of a new Tractor for SFSD. At the November 14, 2024, Advisory Board meeting, maintenance staff reviewed current equipment breakdowns, which included the road grader which was hit while in operation and the 10+ year old tractor that was also out of service due to mechanical breakdowns. After discussion and review of the potential equipment purchase, on November 14, 2024, the SFSD Advisory Board recommended the purchase of a new Kubota Tractor as presented by Public Works/SFSD staff (see attachment). The Kubota M7060HDC12 Utility Cab tractor would be purchased via Sourcewell cooperative procurement contract for the amount of \$55,977.80. NOTE: Only Shenandoah Farms Sanitary District funding will be used for this purchase. The Tractor will be used regularly for routine road maintenance, snow removal and emergency storm response. The tractor will allow for quicker response levels during emergency snow operations, reducing the need for additional contractor equipment in larger storms. The additional equipment will allow staff to improve snow response times and will provide additional support during breakdowns or accidents that occur with other equipment. Staff hopes to purchase the tractor for use during the upcoming winter weather events. COST & FINANCING: Full Funding for this purchase would come from Shenandoah Farms Sanitary District (current budget year funding). Funding for the purchase in the amount of \$55,977.80 will be paid out of the SFSD 4-39-43050-7001 Machinery & Equipment line item, after transfer of funds from budget line item SFSD 4-39-43050-3202. <i>NO General Funds necessary</i> PROPOSED OR SUGGESTED MOTION: I move that the Board of Supervisors approve the Purchase of one (1) Kubota M7060 Tractor per Sourcewell cooperative procurement contract at a price of \$55,977.80, and approve the transfer of Shenandoah Farms Sanitary District budget funds as described.		
SUBMITTED BY:		ATTACHMENTS:
Mike Berry, Public Works Director		1. MyKubotaQuote_M7060HDC12 12-10-24 mtg

Jones, Travis
43824
County of Warren
tjones@warrencountyva.gov
5406363783

Quote Provided By
WOODSTOCK EQUIPMENT CO.
James Whitacre
21902 Old Valley Pike
Woodstock, VA 22664
email:
whitacre@woodstockequipment.com
phone: 5404593233

-- Standard Features --

-- Custom Options --



M Series

M7060HDC12
UTILITY CAB TRACTOR, 4WD, HYDRAULIC-SHUTTLE
TRANSMISSION
*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model # V3307-CR-TE4
CRS - Common Rail Fuel Injection
Electronic Governor Control
Turbocharged with EGR Valve
4 Cyl - 203 cu. in.
^ 71 Net Eng. HP
^ 64 PTO HP
EPA Tier IV Emission Certified
12V 700 CCA Battery
Charging Output 60 amps (CAB)

DRIVE TRAIN

Twelve Speed Models
HD12/HDC12 Models
Six Speed Fully Synchronized
12F/12R Speeds with Hydraulic
Shuttle
12TH Gear Overdrive maximum engine
RPM
2080, increases fuel economy
Planetary Final Drives

HYDRAULICS / HITCH / DRAWBAR

Open Center Gear Type
First Remote (SCD) with Self
Canceling Detents

Twelve Speed Models

6.1 gpm Power Steering
16.2 gpm Remotes / 3 Pt. Hitch
@ 2770 psi
23.1 gpm Total
Cat II 3-point Hitch
At lift Point 4200 lbs.
24" Behind 3307 lbs.
Telescoping Lower Links
Stabilizers
Swinging Drawbar

SAFETY EQUIPMENT

Flip-Up PTO Shield
Safety Start Switches
PTO - OPC (Operator Presence
Control, Alarm 10 seconds
Electric Key Shut Off
Mechanical Wet Disc Brakes
Parking Brakes
Turn Signals
SMV Sign

CAB MODEL

Integral Factory ROPS Certified
Retractable Seat Belt
Flat Deck
Grammer Deluxe Seat with Armrests
Tinted Glass
Dual Level Air Conditioning & Heater
Electric A/C Controls
Front Wiper w/Washer - 2 Speed
Radio Ready, includes 2-speakers,
antenna, and wiring harness.
Left & Right Side Exterior Mirrors
2 - Front Work Lights
2 - Rear Work Lights
2 Doors, Frameless all glass
Left & Right Side Steps
Sun Visor
Tilt Steering Wheel
Interior Dome Light
Accessory Plug 12V - 15 Amp
12V 30 Amp Coupler
Cup Holder
Ashtray
Horn

POWER TAKE OFF

Live-Independent Hyd. PTO
SAE 1 3/8" Six Spline
540/540E @ 1520 Eng. rpm on 12 speeds

FRONT AXLE

Hydrostatic Power Steering
4WD Bevel Gear
Cast Iron
55 Degree turning angle
Limited Slip Differential
Adj. (Rim) Tread Spacing
HDC12:
4WD Automatic braking from 2WD with
both brakes applied
Electro/hydraulic engagement of front
wheel drive

FLUID CAPACITY

Fuel Tank (Cab) 23.8 gal
Cooling System 6.6 qts
Crankcase 8.5 qts
Transmission and
Hydraulics 10.6 gal
Front Axle (4WD) 8.5 qts

LIGHTING

2 Headlights w/sidelights
2 Tail lights
4 Hazard Flasher Lights with Turn
Signals (CAB)
7 Pin Electrical Trailer Connector

INSTRUMENTS

Tachometer/Hour meter
Oil Pressure
Fuel Gauge
Coolant Temperature

^ Manufacturer estimate.

M7060HDC12 Base Price: \$56,193.00

(1) 2ND POSITION LEVER KIT M7687-2ND POSITION LEVER KIT	\$179.00
(1) FD (FLOAT DETENT) M7611-FD (FLOAT DETENT)	\$870.00
(1) FRONT LOADER (2 LEVER TYPE QUICK COUPLER) LA1154A-FRONT LOADER (2 LEVER TYPE QUICK COUPLER)	\$6,526.00
(1) STANDARD VALVE KIT /M6060/M7060HDC M7996-STANDARD VALVE KIT /M6060/M7060HDC	\$1,244.00
(1) 84" 2 LEVER QUICK COUPLER BUCKET M1815-84" 2 LEVER QUICK COUPLER BUCKET	\$1,162.00
(1) 3RD FUNCTION VALVE KIT CAB M7992-3RD FUNCTION VALVE KIT CAB	\$1,175.00
(1) REAR WINDOW WIPER KIT W/WASHER M7649-REAR WINDOW WIPER KIT W/WASHER	\$297.00
(1) FRONT WORK LIGHT KIT FOR CAB M7964-FRONT WORK LIGHT KIT FOR CAB	\$439.00
Configured Price:	\$68,085.00
Sourcewell Discount:	(\$14,978.70)
SUBTOTAL:	\$53,106.30
Factory Assembly:	\$325.00
Dealer Assembly:	\$1,034.00
Freight Cost:	\$862.50
PDI:	\$400.00
Radio	\$250.00

Total Unit Price: \$55,977.80

Quantity Ordered: 1

Final Sales Price: \$55,977.80

Purchase Order Must Reflect Final Sales Price.

**To order, place your Purchase Order directly with the quoting
dealer**

FRONT - 14-17.5 R4 W/ 0.55" INSET
REAR - 16.9-24 R4 TITAN IND TRACTOR LUG

***Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price.** All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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