



**AGENDA
PURCELLVILLE TOWN COUNCIL REGULAR MEETING
JANUARY 12, 2015, 7:00 PM
TOWN HALL COUNCIL CHAMBERS**

- 1. CALL TO ORDER OF REGULAR MEETING** (Mayor Fraser)
- 2. PLEDGE OF ALLEGIANCE TO THE FLAG**
- 3. INVOCATION** (Mayor Fraser)
- 4. AGENDA AMENDMENTS/APPROVAL** (Town Council and Staff)
- 5. PROCLAMATIONS / RECOGNITIONS** (Mayor Fraser)
 - a. Recognition – Loudoun Valley High School Boys Cross County State Champions
- 6. PRESENTATIONS**
 - a. None
- 7. STANDING COMMITTEE/COMMISSION/BOARD REPORTS**
 - a. Planning Commission (Doug McCollum, Chairman/Council Liaison)
 - b. Board of Architectural Review (Pat Giglio, Chairman/Vice Mayor Packard, Council Liaison)
 - c. Parks and Recreation Advisory Board (Eamon Coy, Chairman/Council member McConville, Council Liaison)
 - d. Economic Development Advisory Committee (Daniel Abramson, Chairman/Council member Nave, Council Liaison)
 - e. Purcellville Arts Council (Liz Jarvis, Chair/Council member Jimmerson, Council Liaison)
- 8. PUBLIC HEARINGS**
 - a. None

9. CITIZEN/BUSINESS COMMENTS (Mayor Fraser)
(All citizens who wish to speak will be given an opportunity and limits will be imposed on all speakers. All speakers should sign up prior to speaking and Town residents will be given the first opportunity to speak.)

10. COUNCIL COMMENTS (Mayor Fraser)

11. ACTION ITEMS

- a. Zoning Ordinance Text Amendment OA15-01* (D. Galindo) (pgs. 5-23)
(Motion pg. 12)
- b. Zoning Ordinance Text Amendment OA5-02* (D. Galindo) (pgs. 25-42)
(Motion pgs. 32-33)
- c. Town's Financial System Upgrade* (D. Davis) (pgs. 43-89) *(Motion pg. 55)*
- d. Structure of the Purcellville Arts Council* (M. Scoggins) (pgs. 91-92) *(Motion pg. 92)*
- e. Selection of Event Management Firm* (D. Davis) (pgs. 93-127) *(Motion pg. 94)*
- f. Approval of Water Tank Painting Contract* (A. Vanegas) (pgs. 129-148)
(Motion pgs. 131-132)
- g. Forestry Stewardship Plan* (A. Vanegas) (pgs. 149-184) *(Motion pg. 150)*
- h. Hirst Farm Well Update* (A. Vanegas) (pgs. 185-207) *(Motion pg. 188)*
- i. Approval of Purchase Contract for 781 S. 20th Street* (R. Lohr) (pgs. 209-233)
(Motion pg. 210)
- j. Contract Approval for Cupola Work at Town Hall* (R. Lohr) (pgs. 235-247)
(Motion pg. 236)

12. DISCUSSION/INFORMATIONAL ITEMS

- a. Economic Development Monthly Update (P. Sullivan) (pgs. 249-255)
- b. Makersmith Proposal (Mayor Fraser)
- c. Town Hall Signage (Mayor Fraser) (pgs. 257-261)
- d. Environmental Sustainability and Tree and Beautification Committee (Mayor Fraser)
- e. Operational Audit Discussion (Town Council) (pgs. 263-265)

13. DISCUSSION OF ITEMS PROPOSED FOR FUTURE PRESENTATIONS / RECOGNITION

- a. None

14. APPROVAL OF MINUTES

- a. Town Council Meeting – December 8, 2015 (pgs. 267-302)

15. CLOSED MEETING* (pgs. 303-305) (*Motions pg. 304*)

- a. Stover Appeal

To consult with legal counsel regarding Mary Ellen Stover's pending appeal of the BZA's Vineyard Square decision to the circuit court.

16. ADJOURNMENT

***Roll Call Votes**

IF YOU REQUIRE ANY TYPE OF REASONABLE ACCOMMODATION AS A RESULT OF PHYSICAL, SENSORY OR MENTAL DISABILITY IN ORDER TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT DIANA HAYS, TOWN CLERK, AT 540-338-7421. THREE DAYS NOTICE IS REQUESTED.

USE OF ELECTRONIC DEVICES DURING MEETINGS

For the comfort and consideration of others, all cellular phones should be turned off or silenced and not used in the Council Chambers. This is requested due to the potential for interference with our recording devices and the transmittal of our hearing impaired broadcast, when in use.

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STAFF REPORT
PUBLIC HEARING ITEM

Item # 11a

SUBJECT: OA15-01 – Zoning Ordinance Text Amendment to Add “Vehicle Sales and Service” as a Permitted Use in the C-1, Office Commercial District

DATE OF MEETING: January 12, 2016

STAFF CONTACT: Daniel Galindo, AICP – Senior Planner;
Patrick Sullivan, AICP CED – Director of Community Development

SUMMARY and RECOMMENDATIONS:

Gene Turnelle of STC Management has submitted an application, coded by the Town as OA15-01, to amend Article 4, Section 6.2 of the Zoning Ordinance for the Town of Purcellville, Virginia to allow “*Automobile and truck maintenance, service and repair, including the sale of accessories associated with automobiles and trucks*” as a permitted use in the C-1, Office Commercial District. The submitted request would have amended the ordinance based on its former formatting, so the language included in Ordinance 16-01-01 (Attachment 1) achieves its intent while reflecting the formatting and terminology changes caused by the approval of Ordinance 15-11-01 on December 8, 2015. A public hearing on OA15-01 was held by Town Council on December 8, 2015.

Based on the guidance of the *2025 Land Use Policies* in the adopted Purcellville, Virginia 2025 Comprehensive Plan and the purpose of the C-1 District contained in the Zoning Ordinance for the Town of Purcellville, Virginia, staff recommends denial of OA15-01. However, the Planning Commission and Town Council have previously noted that the C-1 District and the Hirst Road corridor should be reviewed and reconsidered during the process of updating the comprehensive plan, and Town Council will ultimately have to decide whether to follow the potentially outdated guidance of the Town’s adopted documents with regard to action on OA15-01.

A public hearing on OA15-01 was held before the Planning Commission on October 15, 2015. At the Planning Commission’s November 5 meeting, it recommended denial of the application by a 5-0 vote (with one abstention) for the following motion:

I move that the Purcellville Planning Commission forward OA15-01 to Town Council with a recommendation to deny the application for the following reasons:

1. The requested amendment is contrary to the Purcellville, Virginia 2025 Comprehensive Plan's 2025 Land Use Polices for the "Commercial Office" planned land use which roughly coincides with the C-1 Office Commercial District; and
2. The requested amendment does not comply with the purpose of the C-1 Office Commercial District as stated in Article 4, Section 6.1 of the Zoning Ordinance for the Town of Purcellville, Virginia.

BACKGROUND:

On June 19, the Town received an application from Gene Turnelle of STC Management, coded by the Town as OA15-01, to amend Article 4, Section 6.2 of the Zoning Ordinance for the Town of Purcellville, Virginia to allow "*Automobile and truck maintenance, service and repair, including the sale of accessories associated with automobiles and trucks*" as a permitted use in the C-1, Office Commercial District. Mr. Turnelle, with support from Mark Nelis, Esq., submitted the application as the agent of property owner Chapman Brothers LC which owns a 12.04 acre property in the C-1 District. This application was one of four requested zoning use changes discussed by the Planning Commission at its September 10 work session which the Commission decided not to incorporate in the comprehensive Zoning District Use Changes amendment. This decision was made to allow the Planning Commission to consider each of these requests individually with the benefit of an analysis by staff.

STC Management is a Jiffy Lube franchisee with locations across Northern Virginia, and according to Jiffy Lube's website, any given location may provide a comprehensive range of services from fluid changes to tire installation to minor parts replacement. While these services would have been covered by the use requested by the OA15-01 application, approval of Ordinance 15-11-01 on December 8, 2015 necessitates the Zoning Ordinance now be amended differently. The language included in Ordinance 16-01-01 achieves the intent of OA15-01 while reflecting the formatting and terminology changes caused by the approval of Ordinance 15-11-01. The applicant has reviewed Ordinance 16-01-01 and has no objection to its content.

ANALYSIS:

Any proposed amendment to the Zoning Ordinance for the Town of Purcellville, Virginia should comply with the various purposes noted in Article 1, Section 3. In the case of a request

to add a specific use to a specific zoning district, consideration of these purposes can be condensed in to the following questions:

1. Is the requested use supported by or contrary to the comprehensive plan?
2. Is the requested use suitable for the requested district?
3. Are there any town-wide effects of the requested use?

Consistency with the Comprehensive Plan

The Purcellville, Virginia 2025 Comprehensive Plan (PCP) was adopted in 2006 to “provide guidance for the coordinated and harmonious development of the territory in accordance with present and future needs and resources that will best promote the health, safety, morals, order, convenience, prosperity and general welfare of the community” (PCP, p. 1). Accordingly, the Plan should serve as the basis for Town land use decisions, and staff provides the following analysis of its pertinent goals and policies.

Financial Planning for the Future

Purcellville continues to face costs for capital improvements and other enhancements designed to benefit the community, and this presents the challenge of maintaining fiscal balance and stability while paying for needed improvements. One method provided in the Plan to address this challenge is “*to better balance the Town’s tax base by working toward 30 percent of the value of the Town’s real property tax base from commercial property and 70 percent from residential property*” (PCP, p. 22). Additionally, the Plan cites selected fiscal policies of the Town’s adopted Fiscal Policy Guidelines including: “*The Town will maintain a diversified and stable revenue structure to protect it from short-term fluctuations in any one-revenue source*” (PCP, p. 22).

1. The Statement of Justification states that the proposed building and site improvements would “contribute over \$1,000,000.00 in assessed real estate value.” Staff does not have enough information to definitively confirm or dispute this estimate, but it appears high when compared to similar uses in town.
 - a. The best available information for comparison are the 2015 fair market values on the Loudoun County Commissioner of the Revenue website for: Purcellville Tire & Auto Service and Hogan & Sons Tire and Auto.
(NOTE: The following information should be viewed with a healthy dose of skepticism as this is potentially an apples and oranges comparison due to the various factors which affect fair market valuations.)
 - b. Purcellville Tire & Auto Service has two locations at 720 and 901 East Main Street. 720 E. Main consists of .44 acres with a 5,547 sq. ft., single story building constructed in 1969. 901 E. Main consists of .76 acres with a 4,960

sq. ft. single story building constructed in 1950. Combined these properties consist of 1.2 acres with 10,507 sq. ft. of gross floor area, and the combined total fair market value for both properties is \$1,108,740 of which approximately 20% is the value of the buildings.

- c. Hogan & Sons Tire and Auto is located at 840 East Main Street in a 5,424 sq. ft., single story building constructed in 2005. Unfortunately for the purposes of this comparison, the Hogan & Sons building is sited on a 1.47 acre property along with a 7,788 sq. ft., single story building also constructed in 2005 housing retail, personal services, and offices. The fair market value of this property is \$2,056,980 of which approximately 64% is the value of the buildings, and the Hogan & Sons building is only 41% of the combined gross floor area of the buildings on the site.
2. The Statement of Justification states that the facility would be “expected to create 16 new jobs and gross \$1,500,000.00 in sales per year.” Again, staff does not have enough information to definitively confirm or dispute these estimates, but Town Council should consider the possibility that some portion of these estimated sales would simply be redistributed from other automobile service businesses which are currently in operation within town. It can not be known what effect these lost sales would have on the town’s existing businesses because it can not be known what percentage of the estimate would fall in this category; however, it is likely greater than \$0.

Staff Determination: OA15-01 generally complies with this portion of the Plan, but the additional amount that would be contributed to the Town’s tax base is unknown.

Staff Note: At the October 15 public hearing before the Planning Commission, Mr. Turnelle responded to this portion of staff’s analysis and stated that the estimated assessed real estate value and estimated gross sales stated in the OA15-01 application are accurate based on his experience.

2025 Economic Development Guiding Principles

The Plan “recognize[s] the importance of economic development to the health, well-being and quality of life for Purcellville’s residents” (PCP, p. 64) and supports “facilitat[ing] the recruitment and expansion of business and commercial services that support the needs of residents and visitors and increase potential markets” (PCP, p. 65).

1. The requested use exists elsewhere in town, but the applicant feels that the local market is strong enough to warrant his interest in opening an additional automobile service business in town. Approving OA15-01 would allow this to occur.
2. The amount of additional business that would be created by an additional automobile service business versus the amount of business that would be redistributed from (and thereby lost to) the town's existing automobile service businesses is unknown (see #2 under *Financial Planning for the Future* above).

Staff Determination: OA15-01 generally complies with this portion of the Plan.

2025 Land Use Policies

The Plan expresses a desire to “achieve a better balance between residential and commercial and industrial development” as well as “increase opportunities for commercial and industrial growth” (PCP, p. 110). The Plan also includes policies to “provide for managed community growth and land development that ensures harmonious, compatible and orderly land use patterns” (PCP, p. 111) and “provide a diversity of land uses that support the residential and business needs of Purcellville while ensuring economic, social and financial stability” (PCP, p. 111).

1. While approval of OA15-01 would generally increase the opportunity for commercial growth in town thereby helping to achieve better balance between residential and commercial development, the lands in the requested C-1 Office Commercial District roughly coincide with those designated “Professional Office” on the Planned Land Use map.
2. The Plan’s discussion of the “Professional Office” land use states that it is a new land use category recommended along Hirst Road between Maple and Hatcher Avenues specifically because “there is limited space designated for professional office or similar types of uses in Purcellville” (PCP, p. 114), so “many offices are developed in the town’s retail or industrial areas” (PCP, p. 114). Consequently, approval of OA15-01 would be contrary to the Plan’s intention for the “Professional Office” land use and the desired land use for the C-1 District.

Staff Determination: OA15-01 is specifically contrary to this portion of the Plan.

Other 2025 Policies

Staff Determination: OA15-01 is not particularly applicable to the Plan's policies for: Housing; Parks, Recreation and Open Space; Historic Resources; Public Services; Public Utilities; Transportation; or the Environment.

Suitability for the C-1 Office Commercial District

Article 2, Section 1 of the Zoning Ordinance for the Town of Purcellville, Virginia states that zoning districts are established "in order to regulate and restrict the location and use of buildings and land...in accordance with the comprehensive plan." In addition, the same section notes that:

The purpose statements which accompany each district are intended to describe in a general way the character of uses to be encouraged in the district, to assist with selection of appropriate districts for application to various conditions of land use, existing or planned, and to assist with interpretation of questions which may arise with respect to particular land uses in particular locations. In any case of difference between the purpose statement and the use regulations for the district the use regulations shall control.

Given this guidance on the purpose of zoning districts and the narrow description of the "Professional Office" land use in the Purcellville, Virginia 2025 Comprehensive Plan, it is not surprising that the purpose of the C-1 Office Commercial District (Article 4, Section 6) is similarly restrictive:

The purpose of this district is to provide for planned office parks or for offices and similar business buildings and limited office support uses, in attractive surroundings with types of uses, structures, plantings, and signs so controlled as to be generally compatible with medium density or low density residential surroundings. The district can be applied to large or small areas if development standards are complied with.

The use requested by OA15-01 is certainly not an office or similar use, so the only flexibility to be found within the purpose of the C-1 District that could support the requested use is within the phrase "limited office support uses." While offices with company cars could utilize an automobile service business located in the district, this seems to be greatly stretching the meaning of limited office support.

Staff Determination: When the district's purpose is considered along with the even more limited description of "Professional Office" in the Plan and given that

an automobile service business is not currently listed as a use allowed in the district, it seems clear that an automobile service business does not fit the Town's intentions for the C-1 District as stated in its currently adopted documents.

Town-wide Effects

Assuming an automobile service business complies with all local zoning regulations and state or federal regulations regarding the disposal of automobile fluids, it is not a business from which town-wide effects would be expected.

Staff Determination: OA15-01 presents no obvious town-wide effects.

ISSUES:

Despite the recommendations of the Planning Commission and Town staff to not approve OA15-01, Ordinance 16-01-01 has been prepared with language which achieves the intent of OA15-01 while reflecting the formatting and terminology changes caused by the approval of Ordinance 15-11-01. As this item is now listed for action, motions are provided below; however, should Council desire to implement any modification to Ordinance 16-01-01 prior to its adoption, staff recommends that a motion should be made to direct staff to bring a revised ordinance back to a subsequent Council meeting before final adoption.

BUDGET IMPACT:

There is no budget impact with this item.

FINDINGS:

1. OA15-01 is generally supported by the *Financial Planning for the Future* and *2025 Economic Development Guiding Principles* sections of the Purcellville, Virginia 2025 Comprehensive Plan; however, it is contrary to the *2025 Land Use Polices* section for the planned land use of "Commercial Office" which roughly coincides with the requested C-1 Office Commercial District.
2. OA15-01 does not comply with the purpose statement of the C-1 Office Commercial District.
3. There are no obvious town-wide effects of OA15-01.

MOTIONS:

1. Disapproval – Recommended by the Planning Commission and Town staff

I move that the Purcellville Town Council not approve OA15-01, as recommended by the Planning Commission and Town staff, for the reasons stated in the January 12, 2016 Staff Report.

-OR-

2. Approval

I move that the Purcellville Town Council approve OA15-01 and adopt Ordinance 16-01-01, as set forth in the Staff Report, ordaining text amendments to Article 4, Section 1 of the Zoning Ordinance to add Vehicle Sales and Service as a permitted use in the C-1 District and standards for this use, for the reasons stated therein.

-OR-

3. Approval with Modifications

I move that the Purcellville Town Council approve OA15-01 and adopt Ordinance 16-01-01 ordaining text amendments to Article 4, Section 1 of the Zoning Ordinance to add Vehicle Sales and Service as a permitted use in the C-1 District and standards for this use, for the reasons stated therein, with the following changes:

1. _____
2. _____
3. _____, and
to make any additional changes that are necessary to properly implement Council's directed changes.

-OR-

4. Direct Staff to Modify Ordinance

I move that the Purcellville Town Council direct staff to modify Ordinance 16-01-01 in the following ways:

1. _____
2. _____
3. _____, and
to make any additional changes that are necessary to properly implement Council's directed changes.

I further move that the revised Ordinance 16-01-01 shall be brought back before Town Council at its (month) (day) , 2016 meeting for further consideration.

ATTACHMENTS:

1. Ordinance 16-01-01
2. OA15-01 Cover Letter
3. OA15-01 Application
4. OA15-01 Statement of Justification

TOWN OF PURCELLVILLE

IN

LOUDOUN COUNTY, VIRGINIA

ORDINANCE NO. 16-01-01

PRESENTED: January 12, 2016

ADOPTED: _____

AN ORDINANCE: APPROVING OA15-01 TO AMEND ZONING ORDINANCE ARTICLE 4, SECTION 1 BY ADDING VEHICLE SALES AND SERVICE AS A PERMITTED USE IN THE C-1, OFFICE COMMERCIAL DISTRICT AND STANDARDS FOR THIS USE.

WHEREAS, the Town Council of the Town of Purcellville, Virginia states the following as its recitals and findings:

- R1. On June 19, 2015, the Town of Purcellville received an ordinance amendment application, coded as OA15-01, requesting a text amendment to Article 4, Section 6.2 of the Zoning Ordinance for the Town of Purcellville, Virginia to allow “Automobile and truck maintenance, service and repair, including the sale of accessories associated with automobiles and trucks” as a permitted use in the C-1, Office Commercial District.
- R2. The Planning Commission held a duly-advertised public hearing concerning OA15-01 on October 15, 2015.
- R3. The Planning Commission voted at its regular meeting on November 5, 2015, to recommend OA15-01 not be approved.
- R4. The Town Council conducted a duly-advertised public hearing concerning OA15-01 on December 8, 2015.
- R5. On December 8, 2015, Town Council approved Ordinance 15-11-01 which amended the Zoning Ordinance in ways that resulted in substantial changes to

the ordinance’s formatting and the uses allowed in its zoning districts.

- R6. In anticipation of the possible approval of Ordinance 15-11-01, the applicant for OA15-01 previously agreed that an alternative amendment reflecting the Zoning Ordinance’s new formatting could achieve the intent of the originally requested text amendment by amending Article 4, Section 1 of the Zoning Ordinance to allow “Vehicle sales and service” as a permitted use in the C-1, Office Commercial District and adding corresponding use standards that would limit the use to minor maintenance, service and repair in the C-1 District.

- R7. The Purcellville Town Council finds that the Zoning Ordinance text amendments set forth in this Ordinance are required to serve the public necessity, convenience, and general welfare, and constitute good zoning practice.

NOW THEREFORE, the Council of the Town of Purcellville, Virginia hereby ordains:

SECTION I. That Article 4, Section 1 of the Zoning Ordinance for the Town of Purcellville, Virginia is hereby amended to add all underlined text and to remove all strikethrough text as follows:

ARTICLE 4. - DISTRICT REGULATIONS

Section 1. - Use Regulations.

1.1 Use table.

.....

Use	R2	R3	R3A	R8	R15	C1	MC	C4	CM1	M1	PDH	X	IP	AC	RT	Use Standard
.....																
Vehicle sales and service						<u>P</u>	SUP			P	P					Art. 4, Sec. 1.2.182
.....																

1.2 Use standards.

.....

182. *Vehicle sales and service:*

- a. General standards.
 - i. Storage of equipment or materials or damaged vehicles shall be inside a fully enclosed building and all major repairs shall be conducted within a fully enclosed building.
 - ii. The parking of vehicles for sale by individual owners at strategic locations in shopping centers to maximize exposure to major thoroughfares and the traveling public is prohibited. The owners of the retail and service commercial shopping center shall be responsible for the posting of the property to prohibit such activity. Owners of the shopping center are responsible for enforcement of these provisions, but, if posting has occurred, the owners of the vehicles for sale will bear the burden of the violation unless it is proven the shopping center owners have not actively enforced their restrictions on the parking of vehicles for sale.
- b. District standards. Reserved.
 - i. In the C-1 district:
 - 1. The rental or sale of vehicles is prohibited.
 - 2. Major mechanical and body work, painting, and welding are prohibited as well as any other work producing hazardous, objectionable or offensive conditions at property line boundaries by reason of odor, smoke, fumes, noise, vibration, glare or other impact.

.....

SECTION II. That all prior ordinances in conflict herewith are hereby repealed.

SECTION III. That if a court of competent jurisdiction declares any provision of this Ordinance invalid, the decision shall not affect the validity of the Ordinance as a whole or any remaining provisions of the Purcellville Zoning Ordinance.

SECTION IV. That this ordinance shall be effective upon its adoption.

PASSED THIS ___ DAY OF _____, 2016.

**Kwasi A. Fraser, Mayor
Town of Purcellville**

ATTEST:

Diana Hays, Town Clerk



S.T.C. Management L.L.C.
13300 Minnieville Road • Woodbridge, VA 22192
703-491-1108 • Fax 703-491-0188

June 10, 2015

Mr. Patrick Sullivan
Director of Community Development
Town of Purcellville
221 South Nursery Avenue
Purcellville, VA 20132

Re: Zoning Text Amendment

Dear Mr. Sullivan:

On behalf of STC Management LLC T/A Jiffy Lube, please find enclosed a text amendment to the Purcellville Zoning Ordinance.

Jiffy Lube is excited about the opportunity to operate a facility in Purcellville, VA. In order to move this matter along expeditiously and consistent with my discussion with Mayor Fraser, please be advised that I am requesting that the Town Council and Planning Commission hold a joint public meeting on this matter.

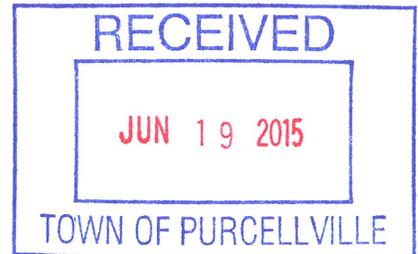
Our facility is expected to create 16 new jobs and gross \$1,500,000.00 in sales per year.

Thank you for your consideration and please advise if any additional information is required at this time.

Very truly yours,

Gene Turnelle
Gene Turnelle, COO

Enclosures:
Ordinance Amendment Application
Statement of Justification





Ordinance Amendment Application

Department of Community Development
221 S. Nursery Avenue, Purcellville, VA 20132
(540)338-2304 Fax (540)338-7460

Permit # OA 15-01

**THIS APPLICATION FORM MUST BE FILLED OUT IN ITS ENTIRETY.
AN INCOMPLETE APPLICATION WILL RESULT IN REJECTION OF THE APPLICATION.**

Applicant: Owner Purchaser Owner's Agent
Name: Gene Turnelle
Company: STC Management/Jiffy Lube
Address: 13300 Minnieville Road
City: Woodbridge State: VA Zip: 22192
Phone Number(s): 703-491-1108 x102
Email Address: _____

Owner:
Name: John Chapman
Company: Chapman Brothers LC
Address: 125 Hirst Road Ste 8C
City: Purcellville State: VA Zip: 20132
Phone Number(s): 540-338-1319
Email Address: john@chapmanbrothers.com

Other (1):

Attorney Architect Engineer
 Surveyor Contractor Other: _____
Name: Mark Nelis, Esq.
Company: Mark Nelis PC
Address: 196 N. 21st Street
City: Purcellville State: VA Zip: 20132
Phone Number(s): 540-338-5843
Email Address: mnelis@nelislaw.com

Other (2):

Attorney Architect Engineer
 Surveyor Contractor Other: _____
Name: _____
Company: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number(s): _____
Email Address: _____

Correspondence to be sent to: Applicant; Owner; Other (1); Other (2); Other: _____

An ordinance text amendment is hereby requested for Article 4, Section 6.2 of the
 Zoning Ordinance -or- Land Development and Subdivision Control Ordinance by a
 Property Owner -or- Property Owner's Agent -or- Contract Purchaser
as detailed on the following page.

Submission Requirements:

- Complete Application Form - Must be signed by a property owner.
- n/a Payment of Fee - Any required fees must be paid at the time of submission. FEES ARE NON-REFUNDABLE.
- Statement of Justification - A supporting statement providing the reason for the requested ordinance text amendment that must also address how the amendment complies with the Comprehensive Plan and any applicable sections of the Zoning Ordinance or Land Development and Subdivision Control Ordinance.

Date/Time Received: <u>6/19/15</u> <small>Comm. Dev.</small>	Received by: <u>[Signature]</u> <small>Comm. Dev.</small>	
Materials Provided: <input type="checkbox"/> Application <input type="checkbox"/> Fee Paid <input type="checkbox"/> Statement of Justification	Property Taxes Paid: _____ <small>Finance</small>	
	Application Complete: _____ <small>Comm. Dev.</small>	
Ordinance: _____	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	
Action Date: _____	<input type="checkbox"/> Modified <input type="checkbox"/> Withdrawn	



Department of Community Development
 221 S. Nursery Avenue, Purcellville, VA 20132
 (540)338-2304 Fax (540)338-7460

Ordinance Amendment Application

Permit # OA 15-01

**THIS APPLICATION FORM MUST BE FILLED OUT IN ITS ENTIRETY.
 AN INCOMPLETE APPLICATION WILL RESULT IN REJECTION OF THE APPLICATION.**

Ordinance Text Requested to be Deleted: None

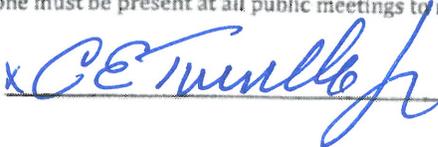
Ordinance Text Requested to be Added: Automobile and truck maintenance, service and repair, including the sale of accessories associated with automobiles and trucks.

Type of Use - AS NECESSARY: Permitted -or- Special Use Permit

Additional Information: See attached statement

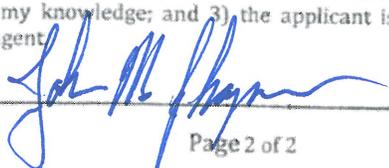
Applicant Certification - REQUIRED FOR ALL APPLICATIONS:

I certify that: 1) I am a property owner, the authorized agent of a property owner, or the contract purchaser of property in the Town of Purcellville; 2) the information provided in this completed application form is accurate to the best of my knowledge; 3) I am submitting all required elements of a complete application; 4) I understand that incomplete applications will be rejected; 5) I understand that the Town may deny, approve, or approve with modifications that for which I am applying; and 6) I understand that someone must be present at all public meetings to represent my application or the item will be tabled to the next available meeting.

Applicant Signature  Date Signed 6/10/15

Property Owner Certification - REQUIRED WHEN OWNER IS NOT THE APPLICANT:

I certify that: 1) I have read this completed application, understand its intent and freely consent to its filing; 2) the information provided is accurate to the best of my knowledge; and 3) the applicant is the contract purchaser of my property or is otherwise authorized to serve as my agent.

Property Owner Signature  Date Signed 6/10/15

Statement of Justification

Zoning Text Amendment

This statement is written in support of the zoning text amendment filed by STC Management, LLC (“Jiffy Lube”) and Chapman Brothers, LLC. Jiffy Lube petitions the Town of Purcellville to permit automobile maintenance, services, repair and sale of associated items in the C-1 District.

The proposed zoning text amendment complies with the terms and goals of the Purcellville’s Comprehensive Plan. The proposed land use provides an essential service that supports the business community, residents and visitors to the Town. In terms of the Applicant’s business, Jiffy Lube provides a quality automobile maintenance and repair facility with quick service. Such a service can be a benefit for businesses- providing fleet maintenance, for residents/commuters- no loss employment time and for visitors to Purcellville- a reliable and nationally recognized car service company to assist them in their travels.

Jiffy Lube has a tradition of constructing quality buildings and is committed to doing the same in Purcellville. Such buildings and site improvements will contribute over \$1,000,000.00 in assessed real estate value. This facility is expected to create 16 new jobs and gross \$1,500,000.00 in sales per year.

STC Management has a positive history of community involvement in the towns and cities that they serve. STC intends to make the same commitment to support the community efforts in Purcellville.

The C-1 zoning district was narrowly written in a time where office development was a prominent form of land development. The primary purpose of the C-1 district was to permit professional office space and related support functions. There has been a sharp decline in the

desirability and need for office space- wireless networks, changing work patterns and flexible work schedules have all contributed to the diminished need for brick and mortar offices. However there continues to be a need for service businesses in Purcellville to support the growing business community, residents and tourist traffic.

Text Amendment

Article 15.2 of the Purcellville Zoning Ordinance is the definition section of the ordinance and sets forth definitions for many of the land uses contained in the zoning district regulations. Automobile uses are defined in six (6) different fashions in an effort to describe and delineate the acceptability of such land uses in a variety of commercial zoning districts. To provide the highest and most appropriate value for the Hirst Road corridor. The proposed zoning text reads

Automobile and truck maintenance, service and repair, including the sale of accessories associated with automobiles and trucks.

This definition stays clear and distinguishes itself from several of the automobile repair uses set forth in Article 15.2 of the zoning ordinance including automobile storage lot, automobile used car lot, automobile service station and automobile salvage yard.

This amendment will permit the establishment of facilities that provide service and sales of accessory items in an attractive environment which is guaranteed by the landscaping regulations of the zoning ordinance and the design review of the Board of Architectural Review.

Comprehensive Plan

The 2025 Comprehensive Plan, adopted December 2006, (“Comprehensive Plan”) includes policies that support the proposed text change.

Community Goals 2025, Economic Development, Page 2

Purcellville will achieve balanced, managed growth that encourages a robust and diverse market for business investment and prosperity, expanded job and tourism opportunities, and dynamic, compatible economic development within the region.

Town Planning: History and Progress, Page 7

Proactively encouraging additional business services and expanding areas for compatible retail and cleaning industrial development.

V. Economic Development: 2005 Existing Conditions, Economy and Market, Page 53

To ensure the health, vitality and high quality of life for Purcellville, it is essential that the Town support economic development that provides local employment opportunities, needed services to residents, and fosters a healthy community and business environment. Since land for commercial and industrial development is limited, every effort must be made to ensure that land is utilized in a manner that will maximize its contribution to the Town's tax base, while ensuring that development is complementary to Town character and goals for the future. Key to supporting economic development is the attraction of new business and visitors, as well as local support of existing businesses.

VI. Public Services. Section 3, Business Recruitment and Development, Page 65.

Facilitate the recruitment and expansion of business and commercial services that support the needs of residents and visitors and increase

potential markets... Provide a favorable business environment that supports existing business and encourages new business.

III. Land Use: Future Land Use, Page 110

- *Achieve a better balance between residential and commercial and industrial development;*
- *Increase opportunities for commercial and industrial growth;*

By moving forward with this text amendment, the Town of Purcellville will be supporting the location of a new business that can provide support services to business, residents and visitors. All the while the facility will provide jobs and a boost in town revenues and will further the goals and objectives set forth in the Comprehensive Plan.

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STAFF REPORT
PUBLIC HEARING ITEM

Item # 11b

SUBJECT: OA15-02 – Zoning Ordinance Text Amendment to Add
“Commuter Parking Lot” as a Special Use Permit in the CM-1
Local Service Industrial District

DATE OF MEETING: January 12, 2016

STAFF CONTACT: Daniel Galindo, AICP – Senior Planner;
Patrick Sullivan, AICP CED – Director of Community
Development

SUMMARY and RECOMMENDATIONS:

Virginia Regional Transit of Purcellville, Virginia has submitted an application, coded by the Town as OA15-02, to amend Article 4, Section 10.3 of the Zoning Ordinance for the Town of Purcellville, Virginia to allow “*Commuter Parking Lot. Parking lots or structures designed for short term parking of vehicles the occupants of which transfer to public transit to continue their trips.*” as a use allowed by special use permit in the CM-1, Local Service Industrial District. The submitted request would have amended the ordinance based on its former formatting, so the language included in Ordinance 16-01-02 (Attachment 1) achieves its intent while reflecting the formatting and terminology changes caused by the approval of Ordinance 15-11-01 on December 8, 2015. A public hearing on OA15-02 was held by Town Council on December 8, 2015.

Based on the guidance of the *Financial Planning for the Future, 2025 Economic Development Guiding Principles, 2025 Transportation Policies, 2025 Environmental Policies, and 2025 Land Use Policies* sections of the Purcellville, Virginia 2025 Comprehensive Plan and the town-wide benefit of removing numerous vehicles from the road during typical commuting hours, staff recommends approval of OA15-02.

A public hearing on OA15-02 was held before the Planning Commission on October 15, 2015 after which the Commission recommended approval of the application by a 5-1 vote (with one absent) for the following motion:

I move that the Purcellville Planning Commission forward OA15-02 to Town Council with a recommendation to approve the application for the following reasons:

1. The requested amendment is generally supported by numerous policies of the Purcellville, Virginia 2025 Comprehensive Plan including those encouraging support for transit systems and facilities which help to provide a comprehensive multi-modal transportation system; and
2. The requested amendment would provide town-wide benefits by enabling the removal of numerous vehicles from local roads during typical commuting hours.

I further move that, if Town Council takes action to approve OA15-02 subsequent to approval of the Zoning District Use Changes amendment, the intent of OA15-02's request should be fulfilled by amending the new use table by marking the "Commuter parking lot" row with "SUP" in the CM-1 column.

BACKGROUND:

On August 11, the Town received an application from Virginia Regional Transit (VRT) of Purcellville, Virginia, coded by the Town as OA15-02, to amend Article 4, Section 10.3 of the Zoning Ordinance for the Town of Purcellville, Virginia to allow "*Commuter Parking Lot. Parking lots or structures designed for short term parking of vehicles the occupants of which transfer to public transit to continue their trips.*" as a use permitted by special use permit in the CM-1 Local Service Industrial District. VRT owns three properties in the CM-1 District. This application was one of four requested zoning use changes discussed by the Planning Commission at its September 10 work session which the Commission decided not to incorporate in the comprehensive Zoning District Use Changes amendment. This decision was made to allow the Planning Commission to consider each of these requests individually with the benefit of an analysis by staff.

VRT is a non-profit regional transit agency which operates public transit services for the rural areas of Loudoun County and other jurisdictions in Virginia. Loudoun County has asked VRT to lease one of its properties on Browning Court to the County for use as a commuter parking lot (also frequently referred to as a park-and-ride). This use has been requested by the OA15-02 application, but due to the approval of Ordinance 15-11-01 on December 8, 2015 the list of permissible uses is now located in Article 4, Section 1. The language included in Ordinance 16-01-02 achieves the intent of OA15-02 while reflecting the formatting and terminology changes caused by the approval of Ordinance 15-11-01.

ANALYSIS:

Any proposed amendment to the Zoning Ordinance for the Town of Purcellville, Virginia should comply with the various purposes noted in Article 1, Section 3. In the case of a request to add a specific use to a specific zoning district, consideration of these purposes can be condensed in to the following questions:

1. Is the requested use supported by or contrary to the comprehensive plan?
2. Is the requested use suitable for the requested district?
3. Are there any town-wide effects of the requested use?

Consistency with the Comprehensive Plan

The Purcellville, Virginia 2025 Comprehensive Plan (PCP) was adopted in 2006 to “provide guidance for the coordinated and harmonious development of the territory in accordance with present and future needs and resources that will best promote the health, safety, morals, order, convenience, prosperity and general welfare of the community” (PCP, p. 1). Accordingly, the Plan should serve as the basis for Town land use decisions, and staff provides the following analysis of its pertinent goals and policies.

Financial Planning for the Future

Purcellville continues to face costs for capital improvements and other enhancements designed to benefit the community, and this presents the challenge of maintaining fiscal balance and stability while paying for needed improvements. One method provided in the Plan to address this challenge is “*to better balance the Town’s tax base by working toward 30 percent of the value of the Town’s real property tax base from commercial property and 70 percent from residential property*” (PCP, p. 22). Additionally, the Plan cites selected fiscal policies of the Town’s adopted Fiscal Policy Guidelines including: “*The Town will maintain a diversified and stable revenue structure to protect it from short-term fluctuations in any one-revenue source*” (PCP, p. 22).

1. As a nonprofit, VRT and its properties are tax exempt, so the Town will see no increase or decrease in its tax base if a commuter parking lot is created on VRT property. Only if a commuter parking lot were to be created on another CM-1 property could the Town potentially see a change in revenue, and the creation of an additional commuter parking lot in CM-1 is highly unlikely since there is no entity other than Loudoun County that is likely to desire one.

Staff Determination: OA15-02 generally complies with this portion of the Plan to the limited extent it is applicable.

2025 Economic Development Guiding Principles

The Plan “recognize[s] the importance of economic development to the health, well-being and quality of life for Purcellville’s residents” (PCP, p. 64). Specific to industrial land, it contains policies to “ensure the adequate availability of industrially-zoned land for light industry and major employers... [and] encourage the clustering of compatible industrial uses” (PCP, p. 67).

1. Although a commuter parking lot in the CM-1 district could be considered to be reducing the availability of industrial-zoned land, VRT already owns this property and has previously used it as a parking lot for buses. Unless VRT were to sell the land, it is unlikely to be used for a traditional industrial use in the near future. VRT would also only be leasing the property to Loudoun County, so the use could always cease at the end of a lease term.

Staff Determination: OA15-02 generally complies with this portion of the Plan to the limited extent it is applicable.

2025 Transportation Policies

The Plan calls for “a connected network of attractive public streets in Town that efficiently and effectively manage traffic flow” (PCP, p. 94), “a comprehensive transportation system that includes a multi-modal network of safe, adequate and efficient management opportunities for motor vehicles, pedestrians, and bicycles” (PCP, p. 95), and “encourag[ing] and support[ing] transit systems and facilities to reduce energy, protect the environment, and maintain Town character and quality of life” (PCP, p. 95-96).

1. Loudoun’s proposed commuter parking lot on VRT’s property is proposed to accommodate up to 300 vehicles which is a significant increase over the number of spaces in the existing commuter parking lot at St. Andrews Presbyterian Church. This would allow many additional cars to be removed from the traffic flow during typical commuting hours.
2. Per the current schedule for the Loudoun County Transit Commuter Bus utilizing the St. Andrews lot (attached), five buses depart Purcellville each morning between 4:38 and 5:25 a.m. These departure times are early enough to avoid typical morning traffic. The schedule also shows 19 arrivals at St. Andrews each evening from 5:21 to 8:20 p.m., and while these coincide with typical evening traffic, the Town would

potentially be looking at a reduction of 300 vehicles to 19 buses on a daily basis. (An additional arrival occurs on Fridays at 2:48 p.m.)

3. In an August 21 email to the Town Manager, VRT's Director of Operations (Bruce Simms) stated that it is Loudoun's intention to eliminate the St. Andrews lot and proposed lot at Patrick Henry College if the VRT lot were approved. This would relocate the bus trips which currently occur along portions of Main Street to Hirst Road, and while both roads are congested during normal commuting hours, traffic often flows more freely during the evening commute on Hirst versus Main due to its lack of stop lights. VRT's property is also closer to the proposed interchange at the Route 7 Bypass and North 21st Street.

Staff Determination: OA15-02 generally complies with this portion of the Plan.

2025 Environmental Policies

The Plan seeks to “*improve, maintain and protect the natural environment of the Town*” (PCP, p. 103) partially through an implementation strategy of “*address[ing] non-attainment air quality issues and reduc[ing] air pollution in Purcellville by encouraging implementation and use of a bus transit system that connects businesses, commercial areas, commuter lots, and public facilities*” (PCP, p. 103).

1. As noted above, the proposed VRT lot would offer a significant increase in the number of vehicles that can be removed from commuter traffic compared to the existing lot at St. Andrews.

Staff Determination: OA15-02 generally complies with this portion of the Plan.

2025 Land Use Policies

The Plan expresses a desire to “*achieve a better balance between residential and commercial and industrial development*” as well as “*increase opportunities for commercial and industrial growth*” (PCP, p. 110). The Plan also includes policies to “*provide for managed community growth and land development that ensures harmonious, compatible and orderly land use patterns*” (PCP, p. 111) and “*provide a diversity of land uses that support the residential and business needs of Purcellville while ensuring economic, social and financial stability*” (PCP, p. 111).

1. A commuter parking lot on the VRT property would fit an orderly land use pattern because it would be utilizing an existing parking lot, and the lot would support the needs of Purcellville's residents that commute toward Washington, DC.

2. While a commuter parking lot is not directly supported by the “Flex Office/Light Industrial” land use which generally coincides with the lands of the CM-1 District, a lot on VRT property would simply be using an existing parking lot. As stated previously, it is highly unlikely that an additional commuter parking lot would be constructed in the CM-1 District by Loudoun County or another entity in the near future, if the VRT lot were to be implemented.

Staff Determination: OA15-02 partially complies with this portion of the Plan.

Other 2025 Policies

Staff Determination: OA15-02 is not particularly applicable to the Plan’s policies for: Housing; Parks, Recreation and Open Space; Historic Resources; Public Services; or Public Utilities.

Suitability for the CM-1 Local Service Industrial District

Article 2, Section 1 of the Zoning Ordinance for the Town of Purcellville, Virginia states that zoning districts are established “in order to regulate and restrict the location and use of buildings and land...in accordance with the comprehensive plan.” In addition, the same section notes that:

The purpose statements which accompany each district are intended to describe in a general way the character of uses to be encouraged in the district, to assist with selection of appropriate districts for application to various conditions of land use, existing or planned, and to assist with interpretation of questions which may arise with respect to particular land uses in particular locations. In any case of difference between the purpose statement and the use regulations for the district the use regulations shall control.

Given this guidance on the purpose of zoning districts and the lack of direct support for commuter parking lots in the description of the “Flex Office/Light Industrial” land use in the Purcellville, Virginia 2025 Comprehensive Plan, it is not surprising that the purpose of the CM-1 Local Service Industrial District (Article 4, Section 10) similarly provides no direct support:

The purpose of this district is to provide for a wide variety of local and farm service industrial operations, including repair services, building supplies, and open or enclosed storage of products, supplies and equipment, but to restrict or prohibit those service industries which have characteristics likely to produce serious adverse effects within or beyond the limits of the district, in

accord with the purposes and goals of the comprehensive plan. Limited manufacturing is also permitted, including open storage of products and materials. In order to preserve the land for industry, to reduce extraneous traffic, and avoid future conflicts between industry and other uses, retail and business service uses are limited primarily to those which will be useful to employees in the district and future residential uses are restricted.

In fact, a commuter parking lot may be contrary to the purpose's desire to "reduce extraneous traffic" if such language is strictly interpreted.

Staff Determination: A commuter parking lot is not clearly supported by the district's purpose and may be contrary due to its introduction of additional traffic to the CM-1 District.

Town-wide Effects

As mentioned previously, a commuter parking lot on the VRT property would provide an opportunity to take numerous additional vehicles off of the Town's roads during typical commuting hours. While a possible reduction of up to 280 vehicles (i.e. 20 buses instead of 300 automobiles) during these periods will not solve all of the Town's traffic problems, it still represents an improvement over the status quo. Relocation of the commuter parking lot from St. Andrews to the VRT property would also pull bus traffic off of the more heavily congested Main Street by relocating it to Hirst Road. This location would also be closer to the proposed interchange at the Route 7 Bypass and North 21st Street. Unfortunately, the VRT property is very inconvenient for pedestrians and cyclists to reach.

Staff Determination: OA15-02 would benefit the Town by enabling a reduction in vehicles on the road during commuting hours and relocating bus traffic to Hirst Road.

ISSUES:

Ordinance 16-01-02 has been prepared with language which achieves the intent of OA15-02 while reflecting the formatting and terminology changes caused by the approval of Ordinance 15-11-01. As this item is now listed for action, motions are provided below; however, should Council desire to implement any modification to Ordinance 16-01-02 prior to its adoption, staff recommends that a motion should be made to direct staff to bring a revised ordinance back to a subsequent Council meeting before final adoption.

BUDGET IMPACT:

There is no budget impact with this item.

FINDINGS:

1. OA15-02 is generally supported by the *Financial Planning for the Future, 2025 Economic Development Guiding Principles, 2025 Transportation Policies, 2025 Environmental Policies, and 2025 Land Use Policies* sections of the Purcellville, Virginia 2025 Comprehensive Plan.
2. OA15-02 is not clearly supported by the purpose statement of the CM-1 Local Service Industrial District.
3. OA15-02 provides town-wide benefits by removing numerous vehicles from the road during typical commuting hours.

MOTIONS:

1. Approval – Recommended by the Planning Commission and Town staff

As recommended by the Planning Commission and Town staff, I move that the Purcellville Town Council approve OA15-02 and adopt Ordinance 16-01-02, as set forth in the Staff Report, ordaining text amendments to Article 4, Section 1 of the Zoning Ordinance to add Commuter Parking Lot as a use allowed by special use permit in the CM-1 District, for the reasons stated in the January 12, 2016 Staff Report.

-OR-

2. Approval with Modifications

I move that the Purcellville Town Council approve OA15-02 and adopt Ordinance 16-01-02 ordaining text amendments to Article 4, Section 1 of the Zoning Ordinance to add Commuter Parking Lot as a use allowed by special use permit in the CM-1 District, for the reasons stated in the January 12, 2016 Staff Report, with the following changes:

1. _____
2. _____
3. _____, and
to make any additional changes that are necessary to properly implement Council’s directed changes.

-OR-

3. Direct Staff to Modify Ordinance

I move that the Purcellville Town Council direct staff to modify Ordinance 16-01-02 in the following ways:

1. _____
2. _____
3. _____, and
to make any additional changes that are necessary to properly implement Council's directed changes.

I further move that the revised Ordinance 16-01-02 shall be brought back before Town Council at its (month) (day) , 2016 meeting for further consideration.

-OR-

4. Disapproval

I move that the Purcellville Town Council not approve OA15-02 for the following reasons:

1. _____
2. _____
3. _____

ATTACHMENTS:

1. Ordinance 16-01-02
2. OA15-02 Application
3. OA15-02 Statement of Justification
4. Loudoun County Transit Commuter Bus Schedule

TOWN OF PURCELLVILLE

IN

LOUDOUN COUNTY, VIRGINIA

ORDINANCE NO. 16-01-02

PRESENTED: January 12, 2016

ADOPTED: _____

AN ORDINANCE: APPROVING OA15-02 TO AMEND ZONING ORDINANCE ARTICLE 4, SECTION 1 BY ADDING COMMUTER PARKING LOT AS A USE ALLOWED BY SPECIAL USE PERMIT IN THE CM-1, LOCAL SERVICE INDUSTRIAL DISTRICT.

WHEREAS, the Town Council of the Town of Purcellville, Virginia states the following as its recitals and findings:

- R1. On August 11, 2015, the Town of Purcellville received an ordinance amendment application, coded as OA15-02, requesting a text amendment to Article 4, Section 10.3 of the Zoning Ordinance for the Town of Purcellville, Virginia to allow "Commuter Parking Lot. Parking lots or structures designed for short term parking of vehicles the occupants of which transfer to public transit to continue their trips." as a use allowed by special use permit in the CM-1, Local Service Industrial District.
- R2. The Planning Commission held a duly-advertised public hearing concerning OA15-02 on October 15, 2015.
- R3. The Planning Commission voted at its regular meeting on October 15, 2015, to recommend approval of OA15-02.
- R4. The Town Council conducted a duly-advertised public hearing concerning OA15-02 on December 8, 2015.
- R5. On December 8, 2015, Town Council approved Ordinance 15-11-01 which

amended the Zoning Ordinance in ways that resulted in substantial changes to the ordinance’s formatting and the uses allowed in its zoning districts.

R6. In anticipation of the possible approval of Ordinance 15-11-01, the applicant for OA15-02 previously agreed that an alternative amendment reflecting the Zoning Ordinance’s new formatting could achieve the intent of the originally requested text amendment by amending Article 4, Section 1 of the Zoning Ordinance to allow “Parking lot, commuter” as a use allowed by special use permit in the CM-1, Local Service Industrial District.

R7. The Purcellville Town Council finds that the Zoning Ordinance text amendments set forth in this Ordinance are required to serve the public necessity, convenience, and general welfare, and constitute good zoning practice.

NOW THEREFORE, the Council of the Town of Purcellville, Virginia hereby ordains:

SECTION I. That Article 4, Section 1 of the Zoning Ordinance for the Town of Purcellville, Virginia is hereby amended to add all underlined text and to remove all strikethrough text as follows:

ARTICLE 4. - DISTRICT REGULATIONS

Section 1. - Use Regulations.

1.1 Use table.

.....

Use	R2	R3	R3A	R8	R15	C1	MC	C4	CM1	M1	PDH	X	IP	AC	RT	Use Standard
.....																
Parking lot, commuter									<u>SUP</u>				SUP			
.....																

.....

SECTION II. That all prior ordinances in conflict herewith are hereby repealed.

SECTION III. That if a court of competent jurisdiction declares any provision of this

Ordinance invalid, the decision shall not affect the validity of the Ordinance as a whole or any remaining provisions of the Purcellville Zoning Ordinance.

SECTION IV. That this ordinance shall be effective upon its adoption.

PASSED THIS ___ DAY OF _____, 2016.

**Kwasi A. Fraser, Mayor
Town of Purcellville**

ATTEST:

Diana Hays, Town Clerk



Ordinance Amendment Application

Department of Community Development
221 S. Nursery Avenue, Purcellville, VA 20132
(540)338-2304 Fax (540)338-7460

Permit # OA 15-0.2

**THIS APPLICATION FORM MUST BE FILLED OUT IN ITS ENTIRETY.
AN INCOMPLETE APPLICATION WILL RESULT IN REJECTION OF THE APPLICATION.**

Applicant: Owner Purchaser Owner's Agent
Name: Virginia Regional Transit
Company: Virginia Regional Transit
Address: 408 Browning Court
City: Purcellville State: VA Zip: 20132
Phone Number(s): 540-338-1610
Email Address: mark@vatransit.org

Owner:
Name: Virginia Regional Transit
Company: Virginia Regional Transit
Address: 109 N. Bailey Lane
City: Purcellville State: VA Zip: 20132
Phone Number(s): 540-338-1610
Email Address: mark@vatransit.org

Other (1):
 Attorney Architect Engineer
 Surveyor Contractor Other: _____
Name: Mary Gayle Holden
Company: Mary Gayle Holden Esq
Address: 109 N. Bailey Lane St 201
City: Purcellville State: VA Zip: 20132
Phone Number(s): 703-996-0880
Email Address: mgholden@attorneyholden.com

Other (2):
 Attorney Architect Engineer
 Surveyor Contractor Other: _____
Name: _____
Company: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number(s): _____
Email Address: _____

Correspondence to be sent to: Applicant; Owner; Other (1); Other (2); Other: _____

An ordinance text amendment is hereby requested for Article 10, Section 10.3 of the
 Zoning Ordinance -or- Land Development and Subdivision Control Ordinance by a
 Property Owner -or- Property Owner's Agent -or- Contract Purchaser
as detailed on the following page.

Submission Requirements:

- Complete Application Form - Must be signed by a property owner.
- Payment of Fee - Any required fees must be paid at the time of submission. FEES ARE NON-REFUNDABLE.
- Statement of Justification - A supporting statement providing the reason for the requested ordinance text amendment that must also address how the amendment complies with the Comprehensive Plan and any applicable sections of the Zoning Ordinance or Land Development and Subdivision Control Ordinance.

Date/Time Received: <u>8/11/15 3:00</u> Comm. Dev.	Received by: <u>[Signature]</u> Comm. Dev.
Materials Provided: <input checked="" type="checkbox"/> Application <input type="checkbox"/> Fee Paid <input checked="" type="checkbox"/> Statement of Justification	Property Taxes Paid: _____ Finance
Application Complete: _____ Comm. Dev.	
Ordinance: _____	<input type="checkbox"/> Approved <input type="checkbox"/> Denied
Action Date: _____	<input type="checkbox"/> Modified <input type="checkbox"/> Withdrawn



Ordinance Amendment Application

Department of Community Development
221 S. Nursery Avenue, Purcellville, VA 20132
(540)338-2304 Fax (540)338-7460

Permit # OA 15-02

**THIS APPLICATION FORM MUST BE FILLED OUT IN ITS ENTIRETY.
AN INCOMPLETE APPLICATION WILL RESULT IN REJECTION OF THE APPLICATION.**

Ordinance Text Requested to be Deleted: _____

Ordinance Text Requested to be Added: Section 10.3
18. Commuter Parking Lot. Parking lots or structures
designed for short term parking of vehicles
the occupants of which transfer to public
transit to continue their trips.

Type of Use - AS NECESSARY: Permitted -or- Special Use Permit

Additional Information: _____

Applicant Certification - REQUIRED FOR ALL APPLICATIONS:

I certify that: 1) I am a property owner, the authorized agent of a property owner, or the contract purchaser of property in the Town of Purcellville; 2) the information provided in this completed application form is accurate to the best of my knowledge; 3) I am submitting all required elements of a complete application; 4) I understand that incomplete applications will be rejected; 5) I understand that the Town may deny, approve, or approve with modifications that for which I am applying; and 6) I understand that someone must be present at all public meetings to represent my application or the item will be tabled to the next available meeting.

Applicant Signature Markku Lyyonen Date Signed 8-10-15

Property Owner Certification - REQUIRED WHEN OWNER IS NOT THE APPLICANT:

I certify that: 1) I have read this completed application, understand its intent and freely consent to its filing; 2) the information provided is accurate to the best of my knowledge; and 3) the applicant is the contract purchaser of my property or is otherwise authorized to serve as my agent.

Property Owner Signature Markku Lyyonen CEO Date Signed 8-10-15
Virginia Regional Transit

VIRGINIA REGIONAL TRANSIT REQUEST FOR ORDINANCE TEXT AMENDMENT

Statement of Justification

Virginia Regional Transit (“VRT”) operates public transit services for the rural areas of Loudoun County and other jurisdictions in Virginia. Its principal office is located at 109 North Bailey Lane, Purcellville, Virginia. In addition to the parcel on Bailey Lane, it owns two adjacent parcels on Browning Court. One of those two parcels, 408 Browning Court, Purcellville, Virginia, (the “Property”), had previously been used for parking buses operated by Veolia under a contract with Loudoun County. The Property is improved by a paved parking lot and by a building that is currently unoccupied.

Loudoun County is seeking a commuter parking lot in western Loudoun to serve those local County residents who take the commuter bus to work. Loudoun County has asked VRT to lease the Property to it for this use. This lease would be important for VRT, since VRT could use the money from this lease to supplement its operating costs in providing transit services to the general public. Currently, however, a commuter parking lot is not permitted in the zoning district for the Property. VRT is thereby requesting an ordinance amendment to the Zoning Ordinance so that it can obtain a special permit to allow this use on the Property.

The proposed commuter parking lot will help keep traffic out of downtown Purcellville and will keep a number of cars off the main roads. The commuter parking lot would be accessed by Hirst Road, so that commuters would not need to go through downtown Purcellville to reach this destination. There should be little if any impact on school traffic because the commuter passengers would be driving during hours not normally used by people traveling to the Purcellville schools. The current online schedule posted by Loudoun County shows that the last morning bus departs Purcellville at 5:25 AM, before the start of the morning school traffic, and, except for a mid-afternoon Friday arrival, the first bus does not arrive back in Purcellville until 5:28 PM, when the afternoon school traffic is over.

Allowing the Property to serve as a commuter parking lot is in compliance with the Purcellville Comprehensive Plan. The Comprehensive Plan has as one of its 2025 Transportation Policies and Implementation Strategies the support of “transit systems and facilities to reduce energy, protect the environment, and maintain Town character and quality of life” (Page 96). The Comprehensive Plan further states on Page 94 that there should be a permanent park and ride facility in the northern part of Purcellville, which facility would “benefit the Town and enhance the transportation opportunities in the future”. The proposed commuter parking lot would satisfy those policies. While the Comprehensive Plan calls for a facility of only up to 150 spaces, and the proposed commuter parking lot would allow for up to 300 vehicles, VRT and the County believe that the increased size is needed to accommodate the demand for ridership on the commuter buses.

This commuter parking lot is also supported by the Purcellville Transportation Plan. In the 2000 U.S. Census, the Transportation Plan notes that almost 98% of those responding said

that they used private vehicles to commute to work. One of the stated goals of the Transportation Plan is to encourage people to use other forms of transit other than single-occupant vehicles. Having an easily accessible commuter parking lot with adequate parking will encourage people to use transit services, thereby helping to implement one of the goals of the Transportation Plan.

VRT believes that having a commuter parking lot on the Property will benefit the Town and the citizens of Purcellville and western Loudoun County. It respectfully asks that the Town of Purcellville grant its request for an Ordinance Amendment to allow a commuter parking lot of up to 300 vehicles as a special use on the Property.

Morning departures from Purcellville, Harmony & Leesburg to Crystal City, Rosslyn, The Pentagon & Washington DC

▼ RUN NUMBER	 PARK & RIDE Purcellville - St. Andrew Presbyterian Church 711 W Main St	 PARK & RIDE Harmony - 39464 E Colonial Highway, Hamilton	 PARK & RIDE Leesburg - 19730 Sycolin Rd (near Leesburg Airport)	 metro Rosslyn - Lee Hwy & N Moore St	26th Street & Crystal Drive	 metro Crystal Drive & 20th Street	Eads & 12th Street Northeast corner	Army/Naval Drive & Fern Street	 metro Pentagon Transit Station Bus Bay L5	State Dept (21st & Virginia Ave Metro Bus Stop)	18th & E Streets, NW (Metro Bus Stop)	18th & G Streets, NW	18th & K Streets, NW	 metro K & 17th Streets, NW	K & 15th Streets, NW	K & 14th Streets, NW	14th & F Streets, NW (National Press Bldg)	14th & Constitution, NW (Ronald Reagan Bldg)	 metro Independence & 12th St., SW	Independence & 9th St, SW	Independence & 6th St, SW	Independence & 3th St, SW	 metro Navy Yard Metro Station	 metro Waterfront Metro Station	3rd & C Streets, NW (Courthouse Complex)	E & New Jersey Ave., NW (Metro Bus Stop)	 metro N. Capitol and Mass. Ave., NE (Metro Shelter)	H & N. Capitol St., NW (GPO Metro Shelter)	H & 4th Streets, NW (Metro Bus Shelter)	H & 9th Streets, NW	▼ RUN NUMBER	
401W*	4:38	--	5:03	--	--	--	--	--	--	5:48	5:52	5:53	5:55	5:57	5:58	5:59	6:00	6:01	6:03	6:04	6:08	6:09	6:16	6:19	--	--	--	--	--	--	401W*	
402E*	4:40	4:55	5:10	6:00	--	--	--	6:09	6:11	--	--	--	--	--	--	--	--	--	6:17	6:18	6:20	--	--	--	6:24	6:29	6:30	6:33	6:36	6:39	402E*	
403E*	5:10	--	5:35	6:25	6:35	6:36	6:41	--	6:44	--	--	--	--	--	--	--	--	--	6:50	6:51	6:55	--	--	--	6:59	7:04	7:05	7:08	7:11	7:14	403E*	
404W	5:12	--	5:37	--	--	--	--	--	--	6:31	6:35	6:37	6:39	6:41	6:42	6:43	6:44	6:45	6:47	6:48	6:52	6:53	7:00	7:03	--	--	--	--	--	--	404W	
405*	5:25	--	5:50	6:40	--	--	--	--	--	6:46	6:50	6:52	6:54	6:56	6:57	6:58	6:59	7:00	7:02	7:03	7:07	--	--	--	7:11	7:16	7:17	7:20	7:23	--	405*	
406W	--	--	6:00	--	--	--	--	--	--	6:54	6:58	7:00	7:02	7:04	7:05	7:06	7:07	7:08	--	--	--	--	--	--	--	--	--	--	--	--	--	406W
407**	--	5:58	--	6:58	--	--	--	--	--	7:04	7:08	7:10	7:12	7:14	7:15	7:16	7:17	7:18	7:20	7:21	7:25	--	--	--	7:29	7:34	7:35	7:38	7:41	--	407**	
408	--	--	6:10	7:05	--	--	--	--	--	7:11	7:15	7:17	7:19	7:21	7:22	7:23	7:24	7:25	7:27	7:28	7:32	--	--	--	7:36	7:41	7:42	7:45	7:48	--	408	
409E*	--	--	6:15	--	7:07	7:09	--	7:00	7:02	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	409E*
410E*	--	6:05	6:25	7:10	--	--	--	7:19	7:21	--	--	--	--	--	--	--	--	--	7:31	7:32	7:36	--	--	--	7:40	7:45	7:46	7:49	7:52	7:55	410E*	
411W*	--	6:05	6:25	--	--	--	--	--	--	7:15	7:19	7:21	7:23	7:25	7:26	7:27	7:28	7:29	7:31	7:32	7:36	7:37	7:44	7:47	--	--	--	--	--	--	411W*	
412*	--	--	6:30	--	--	--	--	--	--	7:20	7:24	7:26	7:28	7:30	7:31	7:32	7:33	7:34	7:36	7:37	7:41	--	--	--	7:45	7:50	7:51	7:54	7:57	--	412*	
413*	--	6:20	6:40	7:30	--	--	--	--	--	7:36	7:40	7:42	7:44	7:46	7:47	7:48	7:49	7:50	7:52	7:53	7:57	--	--	--	8:01	8:06	8:07	8:10	8:13	--	413*	
414*	--	--	6:55	7:45	--	--	--	--	--	7:51	7:55	7:57	7:59	8:01	8:02	8:03	8:04	8:05	8:07	8:08	8:12	--	--	--	8:16	8:21	8:22	8:25	8:28	--	414*	
415**	--	6:40	--	7:40	--	--	--	--	--	7:46	7:50	7:52	7:54	7:56	7:57	7:58	7:59	8:00	8:02	8:03	8:07	--	--	--	8:11	8:16	8:17	8:20	8:23	--	415**	
416*	--	--	7:00	7:55	--	--	--	--	--	8:01	8:05	8:07	8:09	8:11	8:12	8:13	8:14	8:15	8:17	8:18	8:22	--	--	--	8:26	8:31	8:32	8:35	8:38	--	416*	
417E	--	--	7:20	8:20	8:30	8:31	8:36	--	8:39	--	--	--	--	--	--	--	--	--	8:49	8:50	8:54	--	--	--	8:58	9:03	9:04	9:07	9:10	9:13	417E	
418W*	--	--	7:20	--	--	--	--	--	--	8:20	8:24	8:26	8:28	8:30	8:31	8:32	8:33	8:34	--	--	--	--	8:42	--	--	--	--	--	--	--	418W*	
419W	--	--	7:45	--	--	--	--	--	--	8:46	8:50	8:52	8:54	8:57	8:58	8:59	9:00	9:01	--	--	--	--	9:09	--	--	--	--	--	--	--	419W	
420*	--	7:25	7:45	8:40	--	--	--	--	--	8:46	8:50	8:52	8:54	8:56	8:58	8:59	9:00	9:01	9:03	9:04	9:08	--	--	--	9:12	9:14	9:15	9:18	9:21	--	420*	

* These buses bypass the Dulles North Transit Center.
 ** These buses go directly into Rosslyn & DC – they do not stop at Leesburg or at the Dulles North Transit Center.

Afternoon departures from Washington DC, The Pentagon, Rosslyn & Crystal City to Leesburg, Harmony & Purcellville

▼ RUN NUMBER	▼ RUN NUMBER																							PARK & RIDE	PARK & RIDE	PARK & RIDE	▼ RUN NUMBER	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23					
	H & 8th Streets, NW	H & 4th Streets, NW (Metro Bus Stop)	H & N. Capitol Sts., NW (GPO Metro Shelter)	N. Capitol & Mass., NW (Metro Shelter)	E & New Jersey Ave., NW (Metro Bus Stop)	3rd & Pennsylvania Ave., NW (MTA bus stop in grassy area)	Independence & 6th St., SW (Air & Space Museum)	Independence & L'Enfant Promenade, SW (Haupt Grd)	Independence & 12th St., SW (Metro Bus Stop)	Navy Yard Metro Station	Waterfront Metro Station	14th & Constitution, NW (Ronald Reagan Bldg)	14th & F Streets, NW (National Press Bldg)	I & 15th Sts., NW (The McPherson Bldg)	I & Connecticut Ave., NW (Army/Navy Bldg - 1627 on doors)	I & 19th Streets., NW	19th & H Sts., NW (down from green fire hydrant - near water fountain)	19th & E Sts., NW (NW Corner near Mitchell Hall)	26th Street & Crystal Drive	Crystal Drive & 20th Street	Eads & 12th Street – Southeast Corner	Pentagon Transit Center Bus Bay L5	Rosslyn – 1701 N Kent Street Normandy House	Leesburg – 19730 Sycolin Rd (near Leesburg Airport)	Harmony – 39464 E Colonial Hwy, Hamilton	Purcellville - St. Andrew Presbyterian Church 711 W Main St		
Midday 800D	--	12:45	12:48	12:50	12:52	12:54	12:57	12:59	1:00	--	--	1:03	1:04	1:10	1:12	1:15	1:17	1:18	--	--	--	--	1:28	2:23	2:38	2:48	Midday 800D	
801*	--	--	--	--	--	--	--	--	--	--	--	3:20	3:22	3:26	3:28	3:30	3:33	3:35	--	--	--	--	3:42	4:32	M-F	M-F	Friday only	801*
802*	--	--	--	--	--	--	--	--	--	3:35	3:39	3:48	3:49	3:52	3:51	3:56	3:57	3:58	--	--	--	--	--	4:53	5:08	5:21	802*	
803*	--	3:35	3:38	3:40	3:42	3:46	3:49	3:51	3:52	--	--	3:55	3:56	3:59	4:01	4:03	4:04	4:05	--	--	--	--	--	5:00	5:15	5:25	803*	
804D	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	4:09	4:10	--	--	--	--	--	4:18	5:13	5:28	5:38	804D	
805*	3:38	3:40	3:43	3:45	3:47	3:51	3:54	3:56	3:57	--	--	--	--	--	--	--	--	--	--	--	--	--	--	4:57	5:12	5:22	805*	
806*	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	4:08	4:16	4:26	5:16	5:31	5:41	806*	
807D	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	4:08	4:09	--	--	--	5:09	5:24	5:34	807D	
808*	--	3:47	3:50	3:52	3:54	3:58	4:01	4:03	4:04	--	--	4:07	4:08	4:11	4:13	4:15	4:18	4:21	--	--	--	--	4:31	5:21	5:36	5:46	808*	
809D	--	--	--	--	--	--	--	--	--	4:08	4:12	4:23	4:24	4:27	4:29	4:31	4:34	4:37	--	--	--	--	--	5:37	5:52	6:02	809D	
810*	--	4:07	4:10	4:12	4:14	4:18	4:21	4:23	4:24	--	--	4:27	4:28	4:31	4:33	4:35	4:38	4:40	--	--	--	--	4:50	5:35	5:50	6:00	810*	
811*	--	4:17	4:20	4:22	4:24	4:28	4:31	4:33	4:34	--	--	4:37	4:38	4:41	4:43	4:45	4:48	4:50	--	--	--	--	5:00	5:47	--	--	811*	
812D	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	4:42	4:43	4:48	4:55	--	5:55	6:10	6:20	812D	
813**	--	4:25	4:28	4:30	4:32	4:36	4:39	4:41	4:42	--	--	4:45	4:46	4:50	4:52	4:54	4:57	5:00	--	--	--	--	5:10	--	6:02	6:12	813**	
814*	--	4:30	4:33	4:35	4:37	4:41	4:44	4:46	4:47	--	--	4:50	4:51	4:55	4:57	4:59	5:02	5:05	--	--	--	--	--	5:55	--	--	814*	
815D	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	5:27	6:22	6:37	6:47	815D	
816*	--	4:37	4:41	4:43	4:45	4:49	4:52	4:54	4:56	--	--	4:59	5:01	5:05	5:08	5:11	5:15	5:18	--	--	--	--	--	6:08	6:23	6:33	816*	
817*	--	--	--	--	--	--	--	--	--	4:53	4:57	5:08	5:10	5:14	5:17	5:20	5:24	5:27	--	--	--	--	--	6:17	6:32	6:42	817*	
818D	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	5:12	5:13	5:18	5:24	--	6:24	6:39	6:49	818D	
819*	4:55	4:57	5:00	5:03	5:05	5:09	5:12	5:14	5:15	--	--	5:18	5:20	5:24	5:27	5:30	5:34	5:37	--	--	--	--	5:47	6:37	6:52	7:02	819*	
820*	--	5:21	5:24	5:27	5:29	5:33	5:36	5:38	5:39	--	--	5:42	5:44	5:49	5:52	5:55	5:59	6:02	--	--	--	--	6:09	6:59	7:14	7:24	820*	
821D	--	5:42	5:45	5:48	5:50	5:54	5:57	5:59	6:00	--	--	6:03	6:05	6:10	6:13	6:16	6:20	6:23	--	--	--	--	6:30	7:18	7:33	7:43	821D	
822D	--	6:12	6:15	6:18	6:20	6:24	6:27	6:29	6:30	--	--	6:33	6:35	6:40	6:43	6:46	6:50	6:53	--	--	--	--	7:00	7:55	8:10	8:20	822D	

*These buses bypass the Dulles North Transit Center.
 **This bus bypasses the Dulles North Transit Center & Leesburg.



STAFF REPORT
ACTION ITEM

Item # 11.c

SUBJECT: Financial Software Systems Upgrade Options

DATE OF MEETING: January 12, 2016

STAFF CONTACTS: Daniel C. Davis, Assistant Town Manager
Elizabeth Krens, Director of Finance

SUMMARY and RECOMMENDATIONS:

The purpose of this item is to provide Council with additional information on alternatives for an upgrade of the Town's entire financial systems, to include: core financials, purchasing, accounting, payroll, HR, tax billing, and utility billing systems. Council previously discussed this on December 8, 2015 (staff report can be found as part of the [December 8, 2015 agenda packet](#)), and voted to not move forward at that time. During that meeting and in subsequent conversations, it was clear that Council requested more information on alternative systems that might meet the Town's needs. Staff maintains the original recommendation yet defers to Council's preferred next steps.

BACKGROUND:

Municipalities share many commonalities with private sector industry in that basic ERP (Enterprise Resource Planning) systems are necessary for an effective and efficiently-managed operation. An ERP typically contains core financial systems (budgeting, accounting, purchasing, cashiering) and human resources and payroll systems. Providers of ERP systems include major software vendors such as Oracle and SAP, as well as many other systems that are tailored to individual sectors or size operations.

In addition to basic ERP needs, municipalities also require more custom type software systems. Specifically, the Town needs software that can manage utility billing and tax billing. Utility billing is a fairly common need throughout public and private sector organizations, so there are many vendors that provide such capabilities.

The tax billing requirement is more complex and requires a software package that is either off-the-shelf developed to handle the specific needs of municipalities or a software package

that is customized to each individual municipality's needs. Virginia is a rather complex state in regards to taxes, and a system must be able to provide tax billing, adjustments, business licenses, meals tax, transient occupancy tax, and personal property tax relief (PPTRA from the state government).

Staff notes that in theory any software can be customized to meet the Town's needs. However, if such requirements have not been already developed in a vendor's system, it would require a significant amount of customization and implementation to create a system that meets all of the Town's needs. We need to look no further than the Town's current vendor's failed attempts at customization to see real world examples of the pitfalls of expecting critical functionality to be available via future software augmentations (more information on this vulnerability provided below).

Reviewing Software Options

Town staff had four primary goals in mind when looking at potential software vendors:

1. **Find a unified system by one provider:** Staff believes that the Town will be more successful in a software replacement if all modules/capabilities are provided by the same vendor. When the Town upgraded its systems 10 years ago, staff intended for all financial and tax capabilities to be provided by the same vendor. Regrettably, the financial system vendor did not provide a Virginia tax system (there were very few Virginia tax options at the time due to state specific complexities and the new PPTRA program), so they subcontracted that portion of the system to another vendor, who staff later found did not have the knowledge or perspective to approach its system from a taxing perspective. This segregation of vendors has made the Town's operations very inefficient and requires manual entry from one system to another. Another weakness with multiple vendors is a lack of unified commitment their products will work together to ensure the Town's needs are met. We often find ourselves pitted between the vendors who argue the other is responsible for the software or process failures.

It is also important to maintain a unified system so that all functions work together any time an update or system change is implemented. When customized programs are coded to force different systems to interact, those interactions can break anytime there is an upgrade or coding change. In short, this requires ongoing programming and support from IT staff to ensure that all systems continue working together. This is a requirement that staff is not prepared or resourced to support.

2. **Be cost-effective by limiting customization and ensuring future-proof technology:** The most expensive part of any software system upgrade is the

implementation costs, whether paid to the vendor or the significant investment in staff resources required during the planning, conversion and training stages of the project. Any kind of system will require certain customization to meet the specific workflow, policies, and processes of an organization. Nonetheless, some systems are inherently built to work for local government operations, whereas other systems may provide more robust features but must be individually customized in its entirety. Implementation costs generally run 2-4x to license costs of a software package. It is worth noting that systems such as Oracle and SAP generally require much more implementation and customization than other systems that staff has been reviewing.

Staff has also been cognizant of the fact that any software purchase is a long-term investment for the Town. Staff wants to ensure that whatever software is chosen is going to meet the Town's needs for no less than 10 years, and hopefully 20+ years. This means reviewing a vendor's history in keeping long-term clients, developing new products and features that are available to all clients, providing additional modules for further integrating operations, and supporting municipalities near the size of Purcellville. It also means trying to avoid ongoing and long-term customization needs, which would merely increase annual costs.

3. **Minimize impact on staff resources – during implementation and ongoing:** Staff has already described for Council the concerns with current staffing and the leanness of our current operational resources. The fewer customizations needed during an implementation, the less time and effort will be needed on the part of staff to complete the system upgrade. Additionally, it is important that a software system require minimal IT/Finance support on an on-going basis so that staff can focus on other responsibilities.
4. **Use System with Known Users in Region for Support/Best Practices:** Although not a mandatory requirement, staff believes it is prudent to use a system that is being used by neighboring/regional jurisdictions. This provides a system of support when issues arise, and it also ensures that the software meets the needs of the Town if it is being used by other Towns similar in size to Purcellville. Staff spent time talking with similar jurisdictions (ex: Leesburg, Herndon, Vienna, Berryville, Round Hill, Woodstock, Strasburg, City of Manassas, City of Fairfax, Town of Culpeper, City of Staunton) to better understand how they made their software selection decisions, if they used consultants to define needs and evaluate proposals, and if the selected vendor is responsive and the software is meeting their needs.

Matrix of Software Vendors Reviewed

Staff heard Council’s concerns at the last meeting and has interacted with other vendors to get a basic understanding of their capabilities and potential cost structures. A brief overview is provided below, and more information can be provided to Council upon request.

<u>Vendor Name</u>	<u>Meets Town’s Needs?¹</u>	<u>Notes</u>	<u>Est. Cost</u>	<u>Implementation Timeframe</u>	<u>Other Notes</u>
Oracle	No ²	Requires using 3 rd -party implementer	\$600,000-\$800,000 for ERP/utility only; no estimate on integrating with separate tax system; ~22% support/maint fee	Unknown – requires more detailed discussions	
SAP	Yes ³	Requires using 3 rd -party implementer	\$500,000 for ERP only; unknown for utility/tax billing; ~22% support/maint fee	Unknown – requires more detailed discussions	Implementation is estimated at 4x license fees
Tyler (Munis)	Yes	Software vendor also provides implementation	\$330,879 for license and implementation \$40,124 annual maintenance / support	18-24 months for all modules; 8-10 months for phase 1 (financials)	Can implement tax first, if needed
Keystone	Yes	Software vendor also provides implementation	\$320,000-\$360,000 for license and implementation; \$60,000-\$70,000 for annual maintenance / support	18-24 months for all modules	Can provide tax module separately; no web-based portal

¹ Staff defines “Meets Town’s Needs?” as a software system that provides a unified, integrated system for core financials, payroll/HR, utility billing, and tax billing.

² Oracle does not provide tax billing software; they would require a 3rd party vendor or integrate with our existing vendor (the Town’s existing tax software is a very challenging system with significant vulnerabilities)

³ It is believed that SAP software could be written to handle tax payments, but customization would be required

Southern	No (No HR system)	Small-scale system that would meet needs but not seen as long-term solution for Town	\$50,000-\$100,000 for license and implementation; no HR system; annual maintenance costs unknown	Unknown – requires more detailed discussions	
USTI	No (No HR system)	Small-scale system that would meet needs but not seen as long-term solution for Town	\$100,000-\$200,000 for license and implementation; no HR system; annual maintenance costs unknown	Unknown – requires more detailed discussions	
ADP	No (HR system only)	Outsourced Payroll and HR Management System	Estimate of \$100,000 (only brief estimate provided; full demo/quote not received)	Unknown – requires more detailed discussions	

*It is noted that over the past 5 years, Finance staff has seen demos from many vendors, including others not listed in this table. These include working with the Blue Ridge Users Group (coalition of the Towns west of Purcellville), Virginia Government Finance Officers Association, and internal web demos.

Other Jurisdictions Using Vendors Discussed Above

Vendor	Jurisdiction(s)
Oracle	Loudoun County (separate tax system; full implementation not complete); no localities our size
SAP	Fairfax County; Loudoun Water; only localities our size are in Northeast
Munis	Leesburg; Staunton; Clarke County; Herndon (implementing); Vienna (implementing); Manassas (implementing); Town of Bedford; many more
Keystone	City of Manassas Park (implementing); Pittsylvania County; Fauquier (partial)
Southern	Berryville, Round Hill, Strasburg, Woodstock (implementing)

Concerns with Current Systems

Also discussed after the last Council meeting was a desire by Council to understand where the Town is currently seeing deficiencies in current software. Staff has broken this down into four broad categories: vulnerabilities, concerns, challenges, and deficiencies.

- **Vulnerabilities (Town is at risk):**
 - Tax Software: viability of current software as vendor no longer supports this version and vendor has demonstrated an inability to successfully implement latest version in timely fashion; other users indicate new software version has significant functionality problems with adjustments, penalty and interest and accounting codes; slow processing speeds requires staff to work directly on server; only one staff member can work on the server at time so inefficient use of staff resources, slow posting times, delays in time between due date and second notices; lack of audit controls in system; if system were to fail, would impact Town's largest revenue stream and potentially cause financial challenges
 - Business License Tax System: using beta version of the Logics license system that has limited functionality and support; extremely difficult for staff to navigate or produce reports; cannot inactive accounts; problems with applying penalty charge lines; inability to track key data such as home based businesses
 - Payroll System: difficult when adapting system to IRS rules changes (happening more frequently with Affordable Care Act and VRS requirements); no ability to add further deductions on payroll; manual processes throughout entire system (no automation)
 - No HR System: Town must comply with IRS changes, ACA changes, and retiree health care obligations – analysis and recommendations are challenging without a system to provide basic information; without a formal HRIS, it is difficult to effectively plan and analyze staffing needs
 - Meals Tax collection, analysis, and reporting: staff is using Microsoft Excel for these functions, instead of an integrated accounting/billing system; no database capabilities to maintain specific account data or details needed to manage the Town's second largest revenue category
- **Concerns (Town is losing out on revenue or may make mistakes due to systems):**
 - Delinquent Taxes: Cannot effectively run report to identify delinquent tax payers; leaves Town potentially with lost revenue
 - System problems and inefficiencies divert staff time away from delinquent tax collection duties

- Final recording of tax payments due June 5, 2015, were not completed until the end of July, delaying delinquent tax notices and collection of revenue for the Town
- Must manually key-in information from one system to another, increasing risk for mistakes and calculation errors
- Current systems lack the basic reporting needs of Council/Staff/Public, which can hinder Council's ability to appropriately evaluate revenue streams and options
- Business License System: Cannot deactivate an old accounts, requiring staff to manually delete bills each year (or pay software vendor to remove bills)
- **Challenges (Processes are difficult and inefficient):**
 - Assigning Mortgage company information and values; splitting payments across multiple properties; splitting payments between two systems
 - Requisition/Purchase Order process: paper based and inefficient
 - Daily close-out of accounts is manual process vs. automated and must be duplicated for two cash collections systems
- **Deficiencies (Software lacks capabilities, resulting in inefficiencies or inability to handle basic functions):**
 - No user/customer portal for taxes and utilities
 - Payroll system cannot handle multi-state taxes
 - No HR system requires staff to manage recruitment, compensation, performance and other HR information via paper files
 - General ledger can't produce multi-year reports or analysis. Need to dump data in Excel and manually align data points. This process can be very time consuming
 - No employee portals to see compensation, benefits, payroll and leave data
 - System does not manage credit card processes or fees
 - Management must wait for reports or information from Finance and no dashboard features available to provide critical data to managers
 - No electronic approval processes requires paper to be shuttle from offsite departments to Town Hall.
 - Currently using all capabilities available in the current systems and no higher level enhancements are available.

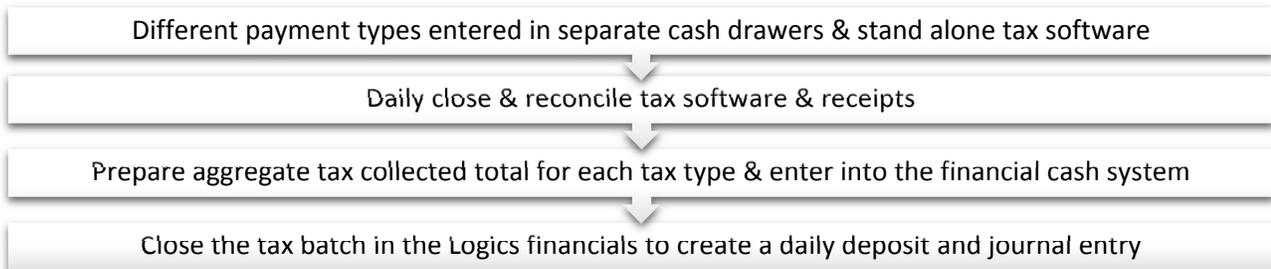
Efficiencies Gained with a New System

The final request from Council was to have a more clear understanding of the efficiencies that can be gained from a new financial system. Some of these are items stated in the section above, and staff has tried to develop specific examples (time comparisons) where a new system – based on software demonstrations – will make operations more efficient.

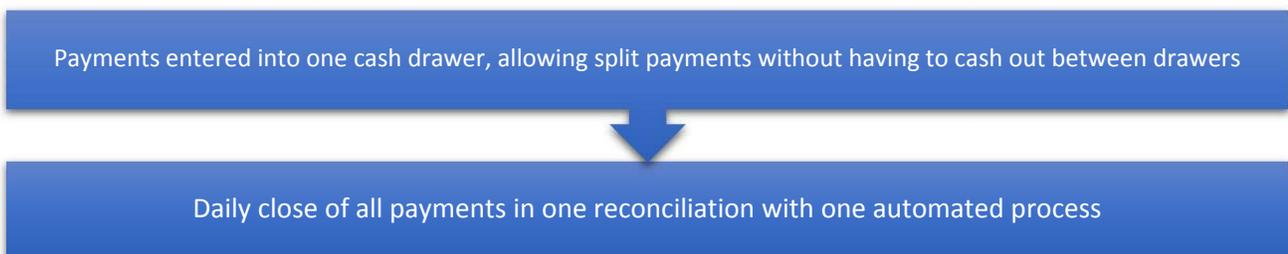
Staff has presented four distinct examples below of an end-to-end process. While the estimates of time in a new system are simply that – estimates – they are based on vendor demonstrations and input:

1. Integrated Tax System and Daily Bank Deposit

a. Current System – segregated tax payments and receipts

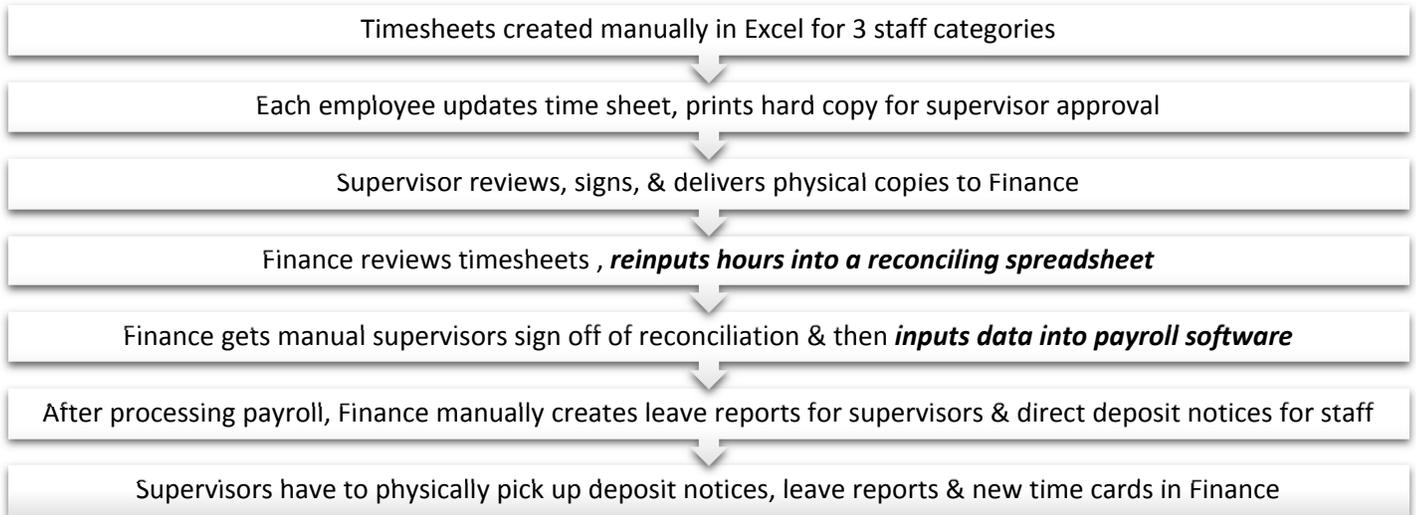


b. Updated System – integrated tax systems, financial system, and cashiering; estimated savings +500 hours a year

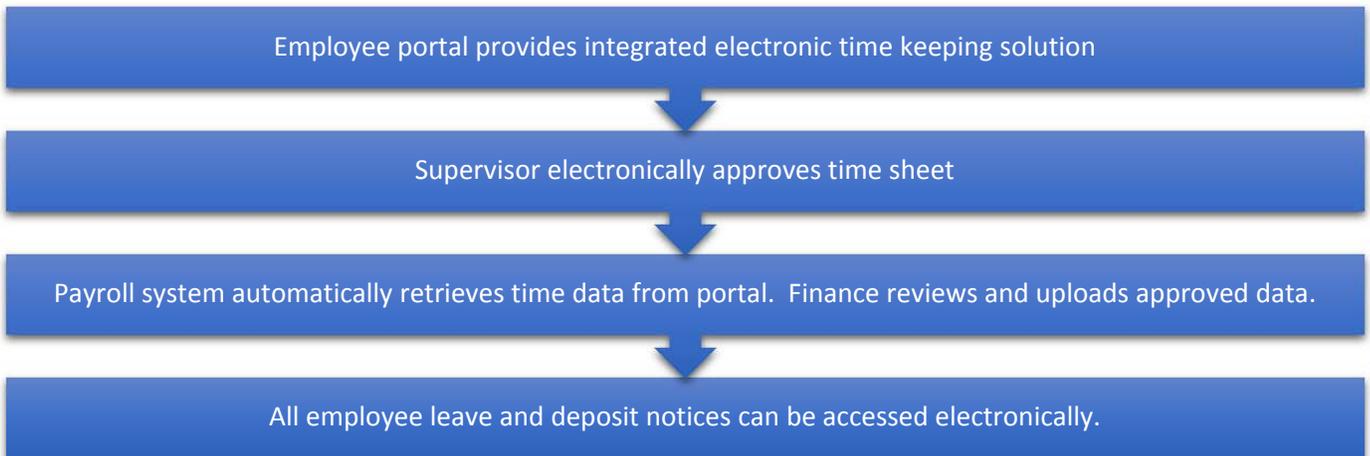


2. Payroll

a. Current System – requires hours to be typed in three separate times

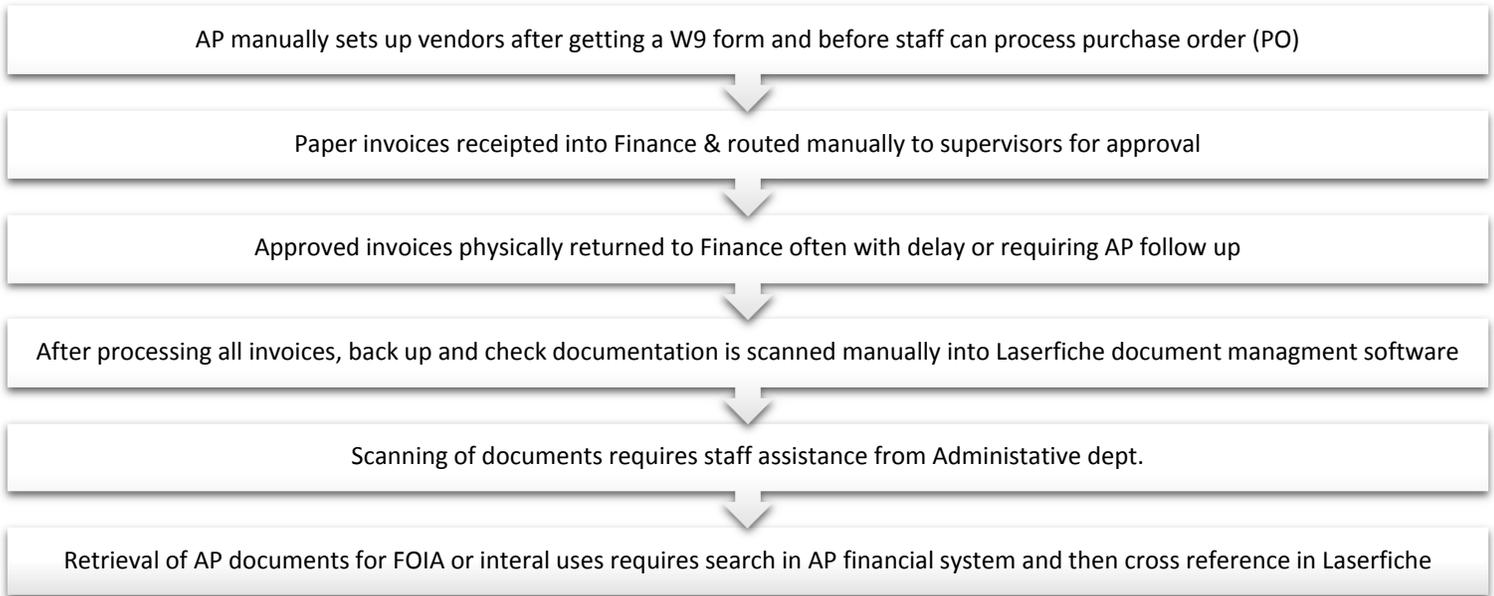


b. Updated System - Efficiencies and savings difficult to estimate however will be realized across all departments, provide enhanced capabilities not available presently and offer electronic timesheets and leave tracking

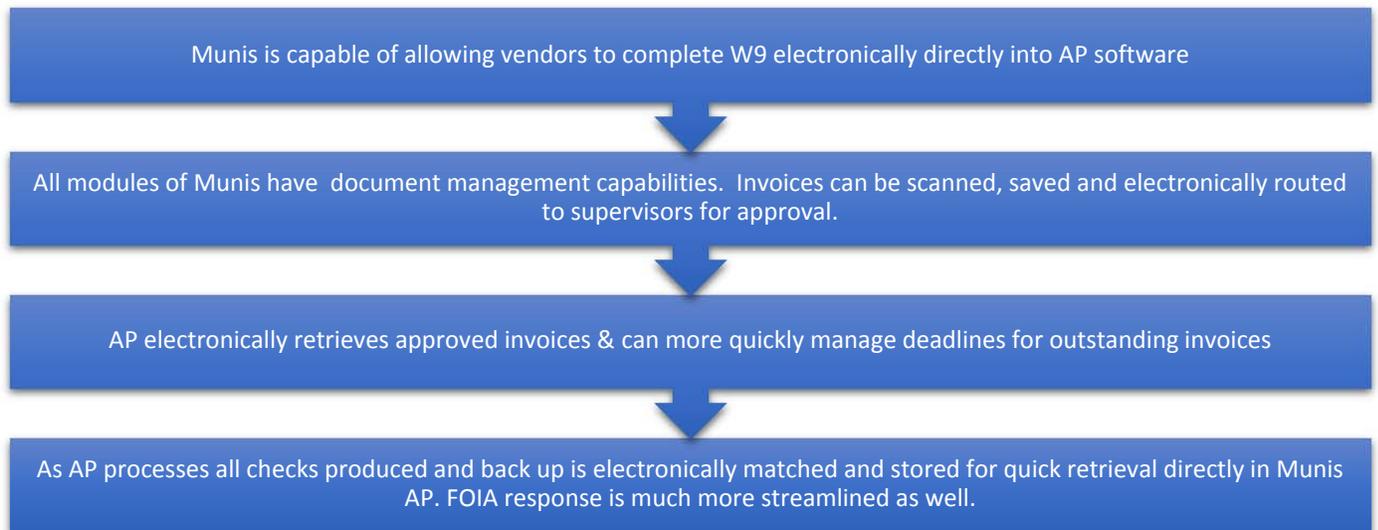


3. Accounts Payable (AP) Process

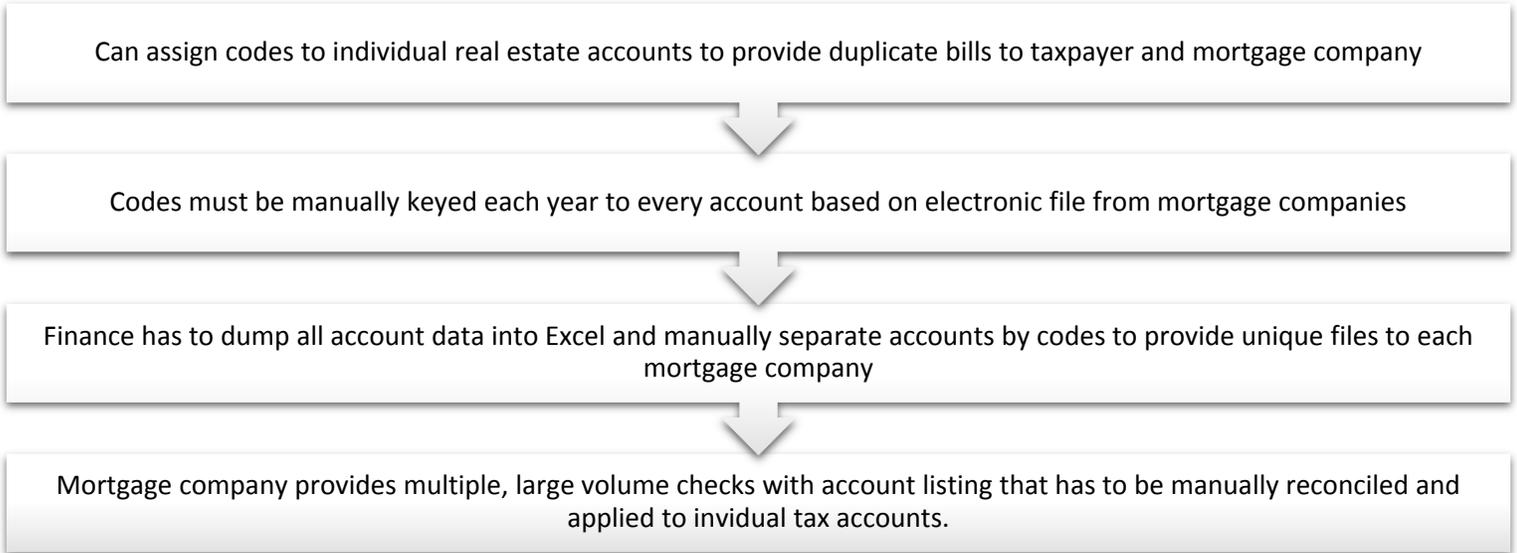
- a. Current System – paper process requiring manual delivery of Requisitions, Purchase Orders, and check payment approval.



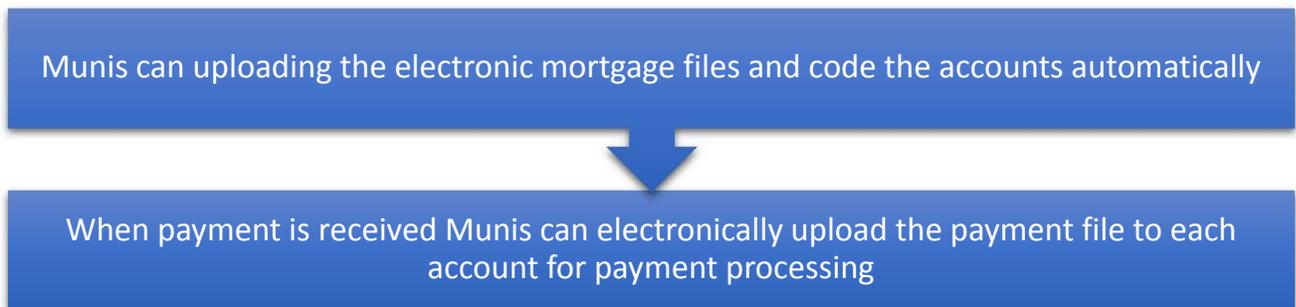
- b. Updated System - Replacement flow of electronic instead of physical paper and approvals as well as a single source archive of vendor transactions will provide multiple levels of efficiencies.



4. Mortgage Company Allocation
a. Current System



- b. Updated System – The account code updates done electronically will save over 40 staff hours with an electronic process that in demo took less than 5 minutes. Plus the electronic posting of mortgage payment batches for over 85% of our real estate accounts will save an additional +80 hours a year.



BUDGET IMPACT:

The proposed financial software system purchase is a long-term capital investment in the Town's critical business infrastructure. The system recommended has a proven track record with other Virginia municipalities and the technology and capabilities to meet the Town's needs for the next 10-20 years. Although the costs for Munis license and implementation will be paid up front, the 10 year annual capitalized amount can be estimated at \$33,000 – a relatively small investment when compared to the Town's other critical budgetary categories.

Staff is presenting three options for Council's consideration:

1. **Approve a complete financial system update:** This is staff's recommendation and would encompass a full system update and implementation. The cost of this is anywhere from \$200,000 to \$1,000,000, depending on the software chosen and final contract negotiations. Staff's recommended solution, Tyler Technologies' MUNIS product, will cost approximately \$330,879 for license and implementation⁴, and \$40,124 for annual maintenance and support.⁵ Staffing needs for IT and Finance are approximately \$145,000 per year, with costs absorbed in current appropriations for FY 2016 and to be included in future budgets.⁶
2. **Approve only an update to tax billing system:** This would resolve staff's primary concern about the Town's current property tax system and its potential for failure or inability to manage real estate and personal property tax billing and collections. This is not staff's recommendation, as it continues to create a segregation of systems and requires manual configuration to have different systems interact. This also does not solve the Town's payroll, HR system, business license tax or meals tax challenges. This property tax system only option would still cost approximately \$120,000-\$170,000 in license/implementation and approximately \$20,000-\$30,000 in annual maintenance fees. Staff needs for IT and Finance would still be necessary in this option, at a cost of approximately \$145,000.
3. **Approve no system update but add 0.5 FTE to Information Technology and 0.5 FTE to Finance:** Should Council not approve any software update at this time, staff continues to request approval of a change in structure of the IT Division. Staff has reiterated its concern about the lack of staffing in IT to support current systems,

⁴ Staff notes that subsequent to the December 8th meeting, Tyler Technologies has indicated that the implementation will take less time than previously quoted, at a savings of approximately \$32,000.

⁵ The direct, fiscal impact of the annual maintenance and support is less than the \$40,124, as current software costs would be eliminated once the new system is implemented and fully operational. The increase is approximately \$15,000 per year over current costs.

ongoing projects, and future initiatives. The current IT Manager is a part-time employee and is retiring in February. That position needs to be reclassified as full-time director and hired at a competitive rate. Staff requests council approve adding 0.5 FTE in Information Technology for the full-time IT Director position.⁷ In addition, considering the continued difficulty in managing and updating current systems and maintaining regular operations, staff believes the 0.5 FTE in Finance is also necessary. The cost for these positions and re-organization of the IT Department is approximately \$120,000.

MOTION:

1. I move that the Town enter into a License and Service Agreement with Tyler Technologies, Inc. through the National Joint Powers Alliance Contract (RFP#113011) for the Munis ERP System, at a price not to exceed \$330,879 for the license, implementation, data conversion, and other services related to implementation, plus \$40,124 in annual recurring service fees, with all such funds to be paid from Unassigned Fund Balance. I further move that Council authorize the Town Manager to sign such License and Service Agreement with Tyler Technologies once all other terms and conditions are approved by the Town Attorney, Town Manager, and Assistant Town Manager. AND

I move that Town Council approve an Amendment to the adopted Fiscal Year 2016 Budget, to transfer no more than \$170,000 from Unassigned Fund Balance to the Financial Systems Upgrade Capital Project, with future fiscal year expenditures related to this project to be programmed in future annual budgets. AND

I further move that Council approve the addition of Town staff of 1.5 full-time equivalents, with 1.0 FTE in Information Technology and 0.5 FTE in Finance.

ATTACHMENTS:

1. Draft License and Service Agreement with Tyler Technologies (final language to be updated with revised cost amounts quoted in Exhibit A)

⁶ In the recommended option, staff requests 1.5 FTE: 1.0 FTE in IT and 0.5 FTE in Finance.

⁷ Staff believes that – at a minimum – a total of 2.5 FTE are necessary in IT. This would require approving an additional 1.0 FTE for the full-time director and a part-time help-desk position. However, the most urgent need is the full-time director, and staff would request the part-time help-desk position in the FY 2017 budget.



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS Client is a member of the National Joint Powers Alliance ("NJPA") under member number _____;

WHEREAS Tyler participated in the competitive bid process in response to NJPA's RFP #113011 by submitting a proposal, on which NJPA awarded Tyler an NJPA contract, numbered 113011-TTI (hereinafter the "NJPA Contract");

WHEREAS documentation of the NJPA's competitive bid process, as well as Tyler's contract with and pricing information for the NJPA, is available at <http://www.njpacoop.org/national-cooperative-contract-solutions/contracts-general/technology-security-communication-solutions/113011-tti/>; and

WHEREAS Client desires to purchase off the NJPA Contract to procure permitting and land management functionality from Tyler, which Tyler agrees to deliver pursuant to the NJPA Contract and under the terms and conditions set forth below;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Town of Purcellville, Virginia.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.



- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party End User License Agreement(s)”** means the end user license agreement(s), if any, for the Third Party Software attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software and related interfaces identified in the Investment Summary and licensed to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.
- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the

Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee (currently \$800) directly to the escrow agent. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary. You will receive those services according to our industry-standard implementation plan, which outlines roles and responsibilities in calendar and project documentation. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. You agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services,

subject to any reasonable security protocols or other written policies provided to us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and Third Party Products.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services you have contracted for. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

We will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement. You agree to pay us the annual maintenance and support fees in accordance with our Invoicing and Payment Policy.

SECTION E – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party End User License Agreement(s).
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or

guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with Tyler, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the fees for the license(s), products, and services in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered product or service does not conform to the warranties in this Agreement, you will provide us with written notice within fifteen (15) days of your receipt of the applicable invoice. The written notice must contain sufficient detail of the issues you contend are in dispute. We will provide a written response to you that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may only withhold payment of the amount(s) actually in dispute until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above.

SECTION G – TERMINATION

1. For Cause. You may terminate this Agreement for cause in the event we don't cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within forty-five (45) days of receiving a written notice of the alleged breach. You agree to comply with Section I(3), Dispute Resolution, prior to termination. In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to purchase, lease, operate, or maintain the products or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

3. Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately.
- 1.4 If, as a result of an infringement or misappropriation claim, your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. Property Damage and Personal Injury Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by our negligence or willful misconduct.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage

to the extent caused by your negligence or willful misconduct.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE LESSER OF (A) YOUR ACTUAL DIRECT DAMAGES OR (B) THE AMOUNTS PAID BY YOU UNDER THIS AGREEMENT. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; and (d) Workers Compensation complying with applicable statutory requirements. We will add you as an additional insured and provide you with copies of certificates of insurance upon written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will meet within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate.

Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. No Assignment. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that your consent is not required in the event we have a change of control.
9. Force Majeure. Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party End User License Agreement(s).
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement must be in

writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile.
20. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature.
21. Contract Documents. This Agreement includes the following exhibits:

Exhibit A Investment Summary

- Exhibit B Invoicing and Payment Policy
 Schedule 1: Business Travel Policy
- Exhibit C Maintenance and Support Agreement
 Schedule 1: Support Call Process
- Exhibit D Third Party End User License Agreement

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IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.
ERP and Schools Division

Town of Purcellville

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Associate General Counsel

Address for Notices:

Town of Purcellville
221 South Nursery Avenue
Purcellville, Virginia 20132
Attention: _____

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Exhibit A Investment Summary

The following Investment Summary details the software, products, and services to be delivered by Tyler Technologies, Inc. to Town of Purcellville under your License and Services Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

Please see Tyler Sales Quotation # 2015-13223

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Quoted By: Curt Steddum
 Date: 12/17/2015
 Quote Expiration: 6/14/2016
 Quote Name: Town of Purcellville - ERP - Munis
 Quote Number: 2015-16958
 Quote Description: Town of Purcellville - Tyler Munis Price

Sales Quotation For

Town of Purcellville
 221 South Nursery Avenue
 Purcellville, Virginia 20132
 Phone (540) 338-7421

SaaS

Description	Annual Fee Net	# Years	Total SaaS Fee	Impl. Days
Productivity: Transparency Portal				
TOTAL:	\$5,000.00		\$5,000.00	0

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Accounting/GL/BG/AP - Basic Start						
Purchasing - Basic Start						
Cash Management - Basic Start						
Payroll/HR: Payroll w/ESS - Basic Start						
HR Management - Basic Start						

Revenue:

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Tax Billing						
Utility Billing CIS - Basic Start						
Business License - Basic Start						
Accounts Receivable - Basic Start						
Tyler Cashiering - Basic Start						
UB Interface						
CAMA Bridge						
Maplink GIS Integration						
Central Property File						
Productivity:						
Munis Analytics & Reporting - Basic Start						
Tyler Content Manager SE - Basic Start						
Tyler Forms Processing						
Citizen Self Service						
Other:						
OSDBA Contract Services						
MUNIS Disaster Recovery Service						
TOTAL:	\$110,745.00	82	\$104,550.00	\$38,740.00	\$254,035.00	\$11,708.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
AP/PR Check Recon Import				
AP Positive Pay Export Format				
Install Fee - New Server Install-WIN				
Install Fee - Transparency Portal				
Munis Admin & Security				
Project Planning Services				
PR Positive Pay Export Format				

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Tyler Forms Library - Business License - Basic Start				
Tyler Forms Library - Financial - Basic Start				
Tyler Forms Library - Payroll - Basic Start				
Tyler Forms Library - Permits - Basic Start				
Tyler Forms Library - Personnel Action - Basic Start				
Tyler Forms Processing Configuration - Basic Start				
Tyler Forms Library - State Tax - 8 Forms				
Tyler Forms Library - Utility Billing - Basic Start				
TOTAL:				\$32,150.00

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Cash Drawer							
Hand Held Scanner - Model 1900GSR							
Hand Held Scanner Stand							
ID Tech MiniMag USB Reader							
Power Supply							
Printer (TM-S9000)							
Tyler Secure Signature System with 2 Keys							
TOTAL:				\$6,334.00			\$0.00

Summary

	One Time Fees	Recurring Fees
Total SaaS	\$0.00	\$5,000.00
Total Tyler Software	\$110,745.00	\$11,708.00
Total Tyler Services	\$175,440.00	\$0.00

Summary	One Time Fees	Recurring Fees
Total 3rd Party Hardware, Software and Services	\$6,334.00	\$0.00
Summary Total	\$292,519.00	\$16,708.00
Contract Total (Excluding Estimated Travel Expenses)	\$309,227.00	
Estimated Travel Expenses	\$38,360.00	



Exhibit B Invoicing and Payment Policy

Tyler Technologies, Inc. will provide you with the software, products, and services set forth in the Investment Summary of your License and Services Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

Invoicing: We will invoice you for the applicable license fees, products, and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in your License and Services Agreement.

1. Tyler Software.

- 1.1 *License Fees:* License fees are invoiced as follows: (a) 50% (\$55,372.50) on the Effective Date and (c) 50% (\$55,372.50) on the first anniversary of the Effective Date.
- 1.2 *Maintenance and Support Fees:* The first year maintenance and support fees for the one (1) year period commencing on the Available Download Date (\$23,416) are waived. Subsequent maintenance and support fees are invoiced annually in advance on each anniversary of the Available Download Date.

2. Professional Services.

- 2.1 *Project Planning Services:* Project planning services fee (\$4,000) is invoiced upon delivery of the Implementation Planning Document.
- 2.2 *Consulting Services:* Consulting services are invoiced 50% upon commencement of the service and 50% upon completion of the service, by product.
- 2.3 *Data Conversion Services:* Data conversion services are invoiced 50% upon initial delivery of converted data, by conversion option, and 50% upon Client acceptance to load converted data into live environment, by conversion option.
- 2.4 *Implementation and Other Professional Services (excluding training):* Implementation and other professional services (excluding training) are billed at daily rates and invoiced as delivered.
- 2.5 *Training Services:* Training services are billed in half-day and full-day increments and invoiced as delivered.
- 2.6 *Requested Modifications to the Tyler Software:* Requested modifications to Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed.

3. Other Services and Fees.

- 3.1 *Transparency Portal:* First year SaaS fee for Transparency Portal is invoiced when Tyler makes the



service available to the Client. SaaS for Transparency Portal will renew automatically at our then-current rates, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current SaaS term.

- 3.2 Operating System / Database Administration Services: Year one OS/DBA Services fee of \$5,854 is invoiced on the Available Download Date. OS/DBA Services will renew automatically for additional one (1) year terms at our then-current OS/DBA fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
- 3.3 Disaster Recovery Services: Year one Disaster Recovery Services fee of \$5,854 is invoiced annually in advance upon our receipt of your data. Disaster Recovery services will renew automatically for additional one (1) year terms at our then-current Disaster Recovery fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

4. Third Party Products.

- 4.1 *Third Party Software License Fees:* License fees for Third Party Software are invoiced when we make it available to you for downloading.
- 4.2 *Third Party Software Maintenance:* The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.
- 4.3 *Third Party Hardware:* Third Party Hardware costs are invoiced upon delivery.

- 5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided on an exception basis at no charge. You will incur an administrative fee if you request receipts for all non-per diem expenses. Receipts for mileage or miscellaneous items less than twenty-five dollars are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. Maintenance and support fees are due on each anniversary of the Available Download Date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies, Inc. – Operating





Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.



B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler’s work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.



Exhibit C Maintenance and Support Agreement

Tyler Technologies, Inc. will provide you with the following maintenance and support services for the Tyler Software licensed to you. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date") and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms at Tyler's then-current maintenance and support fees, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
2. **Maintenance and Support Fees.** The maintenance and support fees for the Tyler Software licensed to you are listed in the Investment Summary of your Agreement. Those amounts are payable in accordance with our Invoicing and Payment Policy. We will provide you with at least forty-five (45) days written notice of any change in your annual maintenance and support fees. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within sixty (60) days of the due date. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to conform the Tyler Software to the warranty set forth in your Agreement; provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 support prior releases of the Tyler Software in accordance with our then-current release life cycle policy.



4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we can't resolve a support issue remotely, we may be required to provide onsite services. In such event, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a defect in the Tyler Software); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services beyond those outlined in this section will be billed to you at our then current rates.
6. Current Support Call Process. Our current Support Call Process is attached to this Exhibit C at Schedule 1.

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**Exhibit C
Schedule 1
Support Call Process**

Tyler Technical Support Department for Munis®

Goal: *To provide an effective support mechanism that will ensure timely resolution to calls, resulting in high-level client satisfaction.*

Contact Us

Call Tyler’s toll free number (800-772-2260) or log a support request online through the Tyler Client Portal available at Tyler’s Support Web site (www.tylertech.com).

Support Organization

Tyler’s Technical Support Department for its ERP/Schools Division (also referred to as “Munis”) is divided into multiple teams: Financials; Payroll/HR/Pension; Tax/Other Revenue and Collections; Utility Billing and Collections; OS/DBA (Operating System and Database Administration); and TylerForms and Reporting Services.

These “product-specific” teams allow support staff to focus on a group of products or services. A group of specialists assigned to each team handle calls quickly and accurately.

Each team consists of a Munis Support Product Manager, Support Analysts, and Technical Support Specialists. The Support Product Manager is responsible for the day-to-day operations of the team and ensures we provide exceptional technical support to our clients. The Support Analysts are responsible for assisting the team with clients’ issues, and provide on-going team training. Technical Support Specialists are responsible for diagnosing and resolving client issues in a timely and courteous manner.

Standard Support Hours

Applications	Hours
Financials	8:00am-9:00pm EST Monday-Friday
Payroll/HR/Pension	8:00am-9:00pm EST Monday-Friday
Tax/Other Revenue & Collections	8:00am-6:00pm EST Monday-Friday
Utility Billing & Collections	8:00am-8:00pm EST Monday-Friday
OS/DBA	8:00am-9:00pm EST Monday-Friday
TylerForms, Reporting Services and TCM	8:00am-9:00pm EST Monday-Friday



Focus on Incoming Rate

When you call Technical Support, your call is answered by a Support Technician, or is transferred into the Support voice mail. *Our goal is to capture 75 percent of our daily incoming calls*, which means you will often start working with a Support Specialist immediately upon calling Tyler.

Leaving Messages for Support

When leaving a message on the Support voice mail, ensure the following information is contained within the message:

- your full name (first name, last name) and the site you are calling for/from;
- a phone number where you can be reached;
- the details of the issue or question you have (i.e.: program, process, error message);
- the priority of the issue (1, 2, 3, or 4); and
- when you will be available for a return call (often Support will call back within an hour of receiving your message).

Paging

All client questions are important to us. There may be times when you are experiencing a priority 1 critical issue and all technicians for the requested team are on the line assisting clients. In this circumstance, it is appropriate to press “0” to be redirected to the operator. The operator will page the team you need to contact. We ask that you reserve this function for those times when Munis is down, or a mission critical application is down and you are not able to reach a technician immediately.

Online Support

Some questions can be handled effectively by email. Once registered as a user on Tyler’s Support Web site at www.tylertech.com, you can ask questions or report issues to Support through “Customer Tools”. Tyler’s Client Portal (TCP) allows you to log an incident to Technical Support anytime from any Internet connection. All TCP account, incident, and survey data is available in real-time.

Your existing contact information defaults when you add a new Support incident. You will be asked for required information including Incident Description, Priority, Product Group, and Product Module. Unlimited work-note text is available for you to describe the question or problem in detail, plus you can attach files or screenshots that may be helpful to Support.

When a new incident is added, the incident number is presented on the screen, and you will receive an automated email response that includes the incident number. The new incident is routed to the appropriate Technical Support Team queue for response. They will review your incident, research the item, and respond via email according to the priority of the incident.

Customer Relationship Management System

Every call or email from you is logged into our Customer Relationship Management System and given a unique call number. This system tracks the history of each incident, including the person calling, time of the call, priority of the call, description of the problem, support recommendations, client feedback, and resolution. For registered users on Tyler’s Support Web site (www.tylertech.com), a list of calls is available real-time under the Tyler Client Portal (TCP).

Call Numbers

Support's goal is to return clients' calls as soon as possible. Priority 1 calls received before the end of business will be responded to that day. If you are not available when we call back, we will leave a message with the open call number on your voice mail or with a person in your office. When you call back, you can reference this call number so you do not have to re-explain the issue.

An open call number is also given to you once an initial contact has been made with Support and it has been determined that the issue can't be resolved during the initial call. The open call number lets you easily track and reference specific open issues with Support.

Call Response Goals

Support will use all reasonable efforts to address open calls as follows:

Open Call Priority	Maximum number of days a support call is open	Support managers and analysts review open calls
1	Less than a day	Daily
2	10 Days or less	Every other day
3	30 Days or less	Weekly
4	60 Days or less	Weekly

Call Priorities

A call escalation system is in place where, each day, Support Analysts and Product Support Managers review open calls in their focus area to monitor progress.

Each call logged is given a priority (1, 2, 3, and 4) according to the client's needs/deadlines. The goal of this structure is to clearly understand the importance of the issue and assign the priority for closure. The client is responsible for setting the priority of the call. Tyler Support for Munis tracks responsiveness to priority 1, 2, and 3 calls each week. This measurement allows us to better evaluate overall client satisfaction.

Priority 1 Call — issue is critical to the client, the Munis application or process is down.

Priority 2 Call — issue is severe, but there is a work around the client can use.

Priority 3 Call — issue is a non-severe support call from the client.

Priority 4 Call — issue is non-critical for the client and they would like to work with Support as time permits.

Following Up on Open Calls

Some issues will not be resolved during the initial call with a Support Technician. If the call remains open, the technician will give you an open call number to reference, and will confirm the priority of the incident.

If you want to follow up on an open call, simply call the appropriate Support Team and reference the call number to the Technician who answers or leave this information in your message. Referencing the open call number allows anyone in support to quickly follow up on the issue. You can also update the incident through TCP on Tyler's Web site (www.tylertech.com) and add a note requesting follow-up.

Escalating a Support Call

If the situation to be addressed by your open call has changed and you need to have the call priority adjusted, please call the appropriate Support Team and ask to be connected to the assigned technician. If that technician is unavailable, another technician on the team may be able to assist you, or will transfer you to the Product Support Team Manager. If you feel you are not receiving the service you need, please call the appropriate Product Manager and provide them with the open call number for which you need assistance. The Product Manager will follow up on your open issue and determine the necessary action to meet your needs.

Technical Support Product Managers:

Financials, Payroll and Human Resources	Utility Billing and Revenue	Technology
<p>Brian Gilman Support Product Manager – Purchasing brian.gilman@tylertech.com (X4436)</p> <p>Evan Smith Support Product Manager – Budget and General Ledger evan.smith@tylertech.com (X4621)</p> <p>Holly LaRou Support Product Manager – Equipment holly.larou@tylertech.com (X4482)</p> <p>Tracy Silva Support Product Manager – Payroll tracy.silva@tylertech.com (X4433)</p> <p>Ed Haggerty Support Product Manager – Human Resources ed.haggerty@tylertech.com (X4464)</p> <p>Sonja Johnson Senior Support Product Manager sonja.johnson@tylertech.com (X4157)</p>	<p>Peggy Wintle Support Product Manager – Utility Billing peggy.wintle@tylertech.com (X4567)</p> <p>Parker LaChance Support Product Manager – Revenue parker.lachance@tylertech.com (X4257)</p> <p>Steven Jones Senior Support Product Manager steven.jones@tylertech.com (X4255)</p>	<p>Installation Dean Wilber Installation Manager dean.wilber@tylertech.com (X4730)</p> <p>OS/DBA Team Ben King Senior Support Product Manager ben.king@tylertech.com (X4867)</p> <p>TylerForms, Reporting Services & TCM Michele Brown Support Product Manager michele.brown@tylertech.com (X4381)</p> <p>State Reporting Patience Stetson Product Supervisor – Payroll State Reporting patience.stetson@tylertech.com (X4165)</p> <p>Ryan Blair Development Product Manager ryan.blair@tylertech.com (X4579)</p>
<p>CJ McCarron Vice President of Technical Support cj.mccarron@tylertech.com (X4124)</p>		

If you are unable to reach the Product Manager, please call CJ McCarron, Vice President of Technical Support at 800-772-2260, ext. 4124 (cj.mccarron@tylertech.com).

Resources

A number of additional resources are available to you to provide a comprehensive and complete support experience.

- **Managed Internet Update (MIU):** Allows you to download and install critical and high priority fixes as soon as they become available.
- **Release Admin Console:** Allows you to monitor and track the availability of all development activity for a particular release directly from Munis.

- **KnowledgeBase:** A fully searchable depository of thousands of documents related to Munis processing, procedures, release info, helpful hints, etc.

Remote Support Tool

Some Support calls may require further analysis of your database or setup to diagnose a problem or to assist you with a question. GoToAssist® shares your desktop via the Internet to provide you with virtual on-site support. The GoToAssist tool from Citrix (www.citrix.com) provides a highly secure connection with 128-bit, end-to-end AES encryption. Support is able to quickly connect to your desktop and view your site's setup, diagnose problems, or assist you with screen navigation.

At the end of each GoToAssist session, there is a quick survey you should complete so we have accurate and up-to-date feedback on your Support experiences. We review the survey data in order to continually improve our Support services.

Email Registration

Clients can go to our Web site and register for email "groups" based on specific Munis applications. We use these groups to inform clients of issues, and to distribute helpful technical tips and updated technical documentation. The survey information allows you to update your registration at any time, and you may unregister for one or more distribution lists at any time.

Tyler Web site

Once you have registered as a user on Tyler's Support Web site (www.tylertech.com), you have access to "Customer Tools" and other information such as online documentation, user forums, group training schedule/sign-up, and annual user conference updates/registration.

Timely TCP Progress Updates

Our technicians are committed to providing you timely updates on the progress of your open support incidents via the Tyler Client Portal. The frequency of these updates is determined by issue priority.

Priority 1 Incidents — Daily updates (only if phone contact is not possible)

Priority 2 Incidents — Weekly Updates

Priority 3 Incidents — Biweekly Updates

Priority 4 Incidents — Biweekly Updates

Updates will also be provided for any issue, regardless of priority, when action items have been completed or when there is pertinent information to share.



Exhibit D
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Last Updated: [July 18 2013]

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STAFF REPORT
ACTION

Item #11d

SUBJECT: Designating Purcellville Arts Council as a Specific Type of Committee

DATE OF MEETING: January 12, 2016

STAFF CONTACTS: Melanie Scoggins; Event Specialist

SUMMARY and RECOMMENDATIONS:

By definition in Robert’s Rules, the Purcellville Arts Council (PAC) in its current state is not a special or Ad hoc Committee. Staff recommends that Town Council either designate the Purcellville Arts Council as a Volunteer Citizen Group and review and take action on presented recommendations as needed, or designate them as a Standing Committee much like the Parks and Recreation Advisory Board and allow them a broad scope of decision making responsibilities related to arts in Town and requiring substantially decreased review from Town Council.

BACKGROUND:

In April of 2015 Town Council discussed the structure of the Purcellville Art Council. This discussion arose because the Purcellville Arts Council and staff would benefit from designating a specific structure to determine what processes to follow during Purcellville Art Council operation. The PAC was initially operating as a special committee under the Parks and Recreation Advisory Board, however their responsibilities have outgrown the designation of a special or ad hoc committee. In April, it was determined that Town Council members discuss options with the PAC and the PRAB if needed to determine the best course of action. Based on that discussion, the current Purcellville Art Council Chairperson has shared the following:

Despite a few differences, the Standing Committee definition is how we have been operating and it gives PAC the status of a stronger organization. I have found that with anything relating to the arts, it is important to be considered a serious organization. When Purcellville's art community is thriving at such a level then I feel that separate Advisory Groups, Volunteer Groups can be formed to accomplish a specific task.

If Town Council chooses to name the PAC a standing committee, the following will happen:

- Town Council will make a motion to establish a standing committee called the Purcellville Arts Council.
- The Purcellville Arts Council applicants will go through the interview and selection process with the Mayor and selected council members.
- The Purcellville Arts Council will create bylaws.
- The Purcellville Arts Council will set terms for their members.
- The Purcellville Arts Council will vote on issues such as grant awards.

ISSUES:

The Purcellville Arts Council operates at a standing committee because it is given a specific budget line item in the general fund and apply for grants and administers grant awards on behalf of the Town. Because they are given this financial responsibility, it is important they operate under a recognized set of expectations, such as those that govern a standing committee.

BUDGET IMPACT:

There is no budget impact with this item.

MOTION(S):

“I move that Town Council make the Purcellville Arts Council a Standing Committee that is administered to provide guidance and oversight in areas of promoting visual and performing arts within the community and working with existing non-profit and other government groups to help promote art related programs.”

Or

“I move that Town Council make the Purcellville Arts Council a Volunteer Citizen Group that offers recommendations to staff and Town Council that will help promote visual and performing arts within the community.”

ATTACHMENT(S):

1. None



STAFF REPORT
ACTION

Item #11e

SUBJECT: Selection of Event Management Firm

DATE OF MEETING: January 12 2016

STAFF CONTACTS: Melanie Scoggins, Event Specialist
Daniel Davis, Assistant Town Manager
Marty Kloeden, Special Assistant to the Town Manager

SUMMARY and RECOMMENDATIONS:

In September of 2015 the contract term with JP Events and Consulting for event management services ended and staff issued a Request for Proposal (“RFP”) to search for a firm to manage the Wine and Food Festival. Through the RFP process, staff has selected The High Road, Incorporated to manage this event and recommends that Town Council approve this selection and authorize contract execution by the Town Manager during the first week of February 2016.

BACKGROUND:

In 2013 the Town contracted with JP Events and Consulting, an event management firm, to manage and organize the Purcellville Wine and Food Festival and the Loudoun Grown Expo. The most recent contract with JP Events and Consulting ended in September of 2015. JP Events and Consulting declined to renew the contract with the Town. Staff used this as an opportunity to update the scope of needed services and issue a new RFP requesting services to manage only the Purcellville Wine and Food Festival. The updated RFP including the contract is attached for your review (Attachment 1). The Town received three (3) proposals from The High Road, Incorporated, BLS Group, Incorporated and the Purcellville Teen Center, Incorporated. Negotiations were then conducted with all three proposers as each was deemed fully qualified. The Evaluation Committee determined through the evaluation process that The High Road, Inc., presented the best proposal and provided the best value to the Town for the management of the Purcellville Wine and Food Festival.

The High Road, Incorporated has been producing and managing events since 1997. This organization has vast experience in the event management industry managing and directing a wide variety of events up and down the east coast, such as the Apple Blossom Festival. Additionally, High Road Incorporated has extensive experience producing outdoor events with a focus on food, alcohol, and artisan vendors. Several of those events have taken place across the Northern Virginia region, including Loudoun County, providing for familiarity with Loudoun County permitting regulations and Virginia ABC laws.

BUDGET IMPACT:

The proposal from the High Road requests a fee totaling \$16,675 and 20% of all sponsorship revenue generated by The High Road. The Town will retain the remaining sponsorship revenue and other revenue such as booth sales, ticket sales etc. In the current Fiscal Year 2016 budget Town Council has allocated \$20,000 for event management services. A portion of that has been used for the contract that ended in September 2015. The remaining funds in Fiscal Year 2016 will be used to secure the services of The High Road and appropriated funds from fiscal year 2017 budget will finance the remaining portion of the contract.

MOTION(S):

“I move that Town Council recommend that Town staff finalize an agreement by and between the Town and The High Road Inc. for the provision of event management services for the Purcellville wine and Food Festival. The Town Manager will execute the agreement on behalf of the Town.”

ATTACHMENT(S):

1. Attachment 1 – RFP for Event Management Services

**Request for Proposal
Event Management Services
RFP #FY2015 Administration 04
October 6th, 2015**

Description

All interested event management businesses are invited to submit a proposal to the Town of Purcellville in accordance with the enclosed specifications. The submittal, consisting of the original proposal and three (3) additional copies marked, "Event Management Services for the Town of Purcellville," must be received no later than 2:00 p.m., October 29th, 2015.

Delivery shall be In Person, by Courier or U.S. Postal Service and submitted to:

Marty Kloeden
Special Assistant to the Town Manager
Town of Purcellville
221 South Nursery Avenue
Purcellville, Virginia 20132

This Request for Proposal (RFP) and any addenda are available on the Town of Purcellville website at www.purcellvilleva.gov. To receive a printed or email copy of this document or any technical assistance, please contact Marty Kloeden at mkloeden@purcellvilleva.gov. An optional Offerors Conference will be held on October 22nd, 2015 at 10:00 a.m. at the Purcellville Town Hall located at 221 South Nursery Avenue, Purcellville, Virginia 20132.

Time is of the essence and any proposal received after 2:00 p.m., October 29th, 2015, whether in person, by mail or otherwise, will be retained unopened during the procurement process and then discarded. The time of receipt shall be determined solely by the wall clock in the Town Hall Office reception area. Proposals shall be placed in a sealed, opaque envelope, marked in the lower left-hand corner with the RFP number, title, and date and the hour proposals are scheduled to be received. Offerors are solely responsible for ensuring that their proposal is stamped at the Town Hall Office by the deadline indicated.

Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. On the contrary, all responsible Offerors are encouraged to submit proposals. The Town of Purcellville reserves the right to accept or reject any or all proposals submitted.

Sincerely,

Melanie Scoggins
Event Specialist

**Request for Proposal
Event Management Services
RFP #FY2015 Administration 04**

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A. Purpose

The Town of Purcellville (hereinafter the “Town”) is seeking competitive proposals from highly qualified and experienced event management businesses to provide planning, management and promotion for important Town events focused on expanding business opportunities, enhancing tourism and community activities in the town and Western Loudoun County, Virginia. The selected business will manage all aspects of these key community events. All interested and qualified event management businesses are encouraged to submit sealed proposals for the purpose of providing the Town with event management services in accordance with the terms, conditions and specifications as set forth in this RFP. Competitive negotiation will be used to select the business. Price shall be considered, but need not be the sole determining factor.

B. Background

This background section is provided to give prospective Offerors an understanding and familiarity of the town. Purcellville, the largest town and principal commercial center in western Loudoun County, has a population of approximately 8,606 in town and approximately 8,200 within a five minute drive, 18,600 within a 10 minute drive, and 62,300 within a 15 minute drive. There are approximately 2,400 households and 850 commercial businesses with licenses to do business within the town.

The Town has expanded support for local businesses, farms, wineries, breweries and tourism through public events designed to enhance the unique features of the area and promote them to as wide an audience as possible. The two largest Town events include:

The Loudoun Grown Expo in February – The Town held its first Loudoun Grown Expo in 2011. The purpose of the Expo is to bring Loudoun’s wineries, CSA’s, producers, and local restaurants that showcase local foods at fireman’s field for all to enjoy. The one-day event has been held at Purcellville’s historic Bush Tabernacle at Fireman’s Field, listed on the National Register of Historic Places. In 2015, forty vendors, including wineries, Farms, artisans, crafters and food vendors, participated in the 5th Annual Expo and approximately 2,000 people attended the event. An early entry ticketed VIP program was introduced and sold approximately 200 of 250 available tickets. This is helpful in addressing current councils’ goal of Town produced self-sustaining events. Also, the Town conducted follow-up surveys of the attendees which resulted in highly positive feedback for the Town with several commenting that the Town should continue to hold the Expo each year, if not more often. The Expo is free to the general public and vendors paid a nominal charge for a booth space to participate.

The Purcellville Wine and Food Festival in July – The inaugural festival held in July 2012 along 21st Street in the Old Town district attracted over five thousand people. The Festival showcased local wineries, food from local restaurants as well as multiple live music acts. This event has grown extensively since its inception and is very popular. In 2015 we plan on charging a low entry fee for the first time. Each year participation has

increased on both the attendee side and the vendor/exhibitor side. This event has won numerous awards and has become an event known to draw crowds as large as 8000 from outside of Loudoun County and outside of the state. The event started as a street festival, but is now held in Fireman's Field Park in the historic Dillon's Woods. It is an economic development program and has potential to become larger and self-sustaining.

The Purcellville Music and Arts Festival in May – The inaugural festival was held in May 2014. The event is held in Fireman's Field Park in Historic Dillon's woods and typically draws about 2000 people over an 8 or 9 hour event. This is a free community event and the purpose of this event is to highlight local musicians, artists, and businesses. This event is unique because it is currently produced by the Purcellville Parks and Recreation Advisory Board with the assistance of the staff liaison to the board. The Parks and Recreation Advisory Board is a volunteer board consisting of nine members who make the majority of decisions surrounding the event. Additionally they work in conjunction with other local non-profit organizations to produce a juried art show that is held inside the Bush Tabernacle skating rink during the Music and Arts Festival. There are three stages, hosting approximately 20 acts throughout the day, approximately 20 artisan and food vendors, and alcohol sales are managed by a non-profit organization in conjunction with the Town.

C. Scope of Services, Optional Offerors' Conference

The following is an illustrative list of services that the Successful Offeror may be required to provide for the Town's well-attended events for the duration of the Agreement:

1. Total responsibility for complete management and production of the Town's largest event, the Purcellville Wine and Food Festival. The current Town budget allocates \$17,000 to be expended on event management services in the fiscal year starting July 1st 2015.
 - Saturday, July 16, 2016 - Purcellville Wine and Food Festival
2. The Town shall coordinate with the Successful Offeror concerning which additional Town Events (if any) the Successful Offeror shall manage and produce to include negotiation of management fees. Additional Town events that may be added during the term of the Agreement include, but are not limited to:
 - February 13, 2016 (projected) – Loudoun Grown Expo
 - May 21, 2016 – Purcellville Music and Arts Festival
3. Complete and comprehensive management of the Town event(s) to be managed by the Successful Offeror, including all sponsorship, fundraising, planning, logistical and operational aspects, from inception to conclusion and a post event review.
4. Work with the Town's Events Specialist for event coordination.

5. Recruit, train and manage all volunteers and all required staff for managed events. All staff and volunteers shall be qualified and well-trained for the positions and duties to which they are assigned.
6. Promptly answer questions and information requests from Town Council members and Town staff.
7. Manage registration and logistics coordination with event vendors.
8. Design event layouts, traffic control and crowd flow plans as well as refuse and recycling collection in coordination with the appropriate authorities and staff.
9. Establish and actively market and promote innovative event sponsorship packages and other fundraising activities to defray all event production and management fees and expenses including staffing costs. Provide the Town and sponsors with sponsor recap reports following the event. Track and encourage sponsor retention.
10. Responsibility for the management, accounting and reporting to the Town of all resources raised through event sponsorships and fundraising and fees not administered by the Town.
11. Create innovative programs within or around the event to increase attendance and/or revenue.
12. Provide comprehensive and complete on-site support, including all necessary staff and complete management at the event(s).
13. Coordinate with the Town and the Town's Public Information contractor to promote the event(s) through marketing plans that include networking, communication and advertising options designed to publicize the event(s) locally, in Loudoun County and throughout the entire surrounding metropolitan area. Marketing plans should include a mix that is representative of traditional promotion and outreach and nontraditional outreach that could include social media marketing, applications, blogging and other digital resources.
14. Assist with creation of event materials including marketing materials, vendor maps, banners, flyers, ads, registration forms, rules and regulation forms, website copy, and other materials as determined in the sole discretion of the Town.
15. Write and distribute timely correspondence to stakeholders and appropriate business and property owners to communicate details about the event(s).
16. Attend Town meetings and public hearings as required; make presentations to Town Council and Town committees, commissions, and boards as necessary.
17. Provide weekly progress reports during the planning stages of the events.

18. Provide detailed post event financial, accounting and attendance reports as required by the Town.
19. Coordinate surveys of event attendees and vendors to find out the success of the event(s) including data entry. Tabulate the results and provide a report to the Town. Surveys shall be conducted at the event or during ticket purchase and after the event to determine where people traveled from that day, whether they are visitors and staying overnight, how much money they are spending as a result of attending the event(s), etc.
20. Provide the Town with professional advice and suggested improvements and ideas to enhance the quality and success of the event(s) including budgetary suggestions and solutions.
21. Secure all necessary licenses and permits including permits and licenses for service and sale of alcoholic beverages for events to ensure compliance with all applicable federal, state, county, and Town laws, ordinances, and requirements and regulations or work with and coordinate with the Town Event Specialist to secure permits that cannot be secured by the Successful Offeror on behalf of the Town.

OPTIONAL OFFERORS' CONFERENCE:

An optional Offerors' conference will be held for the purpose of directly answering questions about the RFP process, required scope of services and expectations. While the conference is optional, the Town does advise attendance for the purpose of gaining all available information prior to proposal submission.

Location:

Purcellville Town Hall
221 South Nursery Avenue
Purcellville, Virginia 20132

Date and Time: October 22nd, 2015 at 10 a.m.

Only those questions concerning the RFP process, required scope of services and expectations will be considered at the conference. Offerors may still submit a proposal if they do not attend the optional Offeror's Conference.

D. Anticipated Schedule

The following represents a tentative outline of the process currently anticipated by the Town:

1. Request for Proposals available October 6, 2015 and newspaper advertisement commences.

2. Optional Offerors Conference on Thursday October 22nd, 2015 at 10:00 a.m.
3. Deadline for all questions is Thursday October 22nd, 2015 at 10:00 a.m.
4. Receive written proposals Thursday October 29th, 2015, by 2:00 p.m.
5. Negotiations with Offerors deemed fully qualified and best suited begin November 9th, 2015.
6. Award of Contract during the week of November 30th, 2015.
7. Execution of the Contract in early December 2015.
8. The work shall start on January 1st, 2016.

E. Duration and Renewal of Agreement

The initial Term of the Agreement shall be for one (1) year commencing on the Effective Date of the Agreement for the Provision of Event Management Services. The Agreement may be renewed for six (6) additional successive one-year periods provided funding is budgeted by the Town for the Agreement, the quality of service is acceptable to the Town and based upon written mutual agreement by both parties to the provisions, conditions and requirements of the renewal.

F. Procurement Contacts, Questions and Requests for Information

Questions and requests for information and clarification should be directed by **email only** as follows:

1. Address questions concerning the RFP process and procedures to Marty Kloeden at mkloeden@purcellvilleva.gov.
2. Address questions concerning the required Scope of Services and required proposal content to Melanie Scoggins at mescoggins@purcellvilleva.gov.

All answers and/or addenda to the RFP will only be provided and posted on the Town's official website on the Bid Board (www.purcellvilleva.gov) at the Town's convenience. It is the responsibility of potential Offerors to examine the Town's website for answers and addenda prior to submitting a proposal. Offerors must acknowledge their receipt of any addenda on the form located in **Attachment C** which must be fully completed and returned with the proposal. The Town does not guarantee that all questions or requests for information will be answered.

The deadline for submission of questions and requests for information by email is October 22nd, 2015 at 10:00 a.m. After the deadline no further questions or requests for information will be accepted or answered.

Only answers and/or addenda to the RFP posted on the Town's official website will become a component and part of the Agreement between the Town and Successful Offeror. Verbal statements, answers, conversations, emails or any other written statement or document from any source whatsoever will have no effect of any kind on the Agreement or procurement.

G. General Proposal Preparation Information

All proposals and agreements with the Town of Purcellville and its officials, departments and employees are governed by the Town of Purcellville Purchasing Policy, as amended, and the Virginia Public Procurement Act, Sections 2.2-4300 – 2.2-4377, et seq. of the Code of Virginia, as amended. All Offerors are referred to the specific provisions of said policies and statutes for guidance in dealing with Town solicitations. In the event of an inconsistency between the provisions and requirements of this solicitation, Agreement, or other included document, or the Town Purchasing Policy and Commonwealth Procurement Law, the inconsistency shall be resolved by giving precedence to the following documents in the following order:

1. The Code of Virginia, as amended
2. Virginia Public Procurement Act, as amended
3. Town of Purcellville Purchasing Policy, as amended
4. The Specifications of the Request for Proposal
5. The Agreement
6. The Instructions to Offerors and provisions and requirements of the Request for Proposal

The following general information is provided to all Offerors to facilitate the preparation of suitable proposals for the services identified in this Request, and the requirements set forth shall be binding on all Offerors.

The Town is not at liberty to change the terms of the Proposal Request or Agreement after the opening of proposals. Where questions and discussions prior to proposal opening disclose a need for additional information or amendments, appropriate addenda to the RFP will be posted only on the official Town website so that qualified Offerors will have the opportunity to offer proposals based upon the same information and specifications. A qualified Offeror is one that meets or complies with all required submission requirements and procedures specified in the RFP.

The Town may extend the date and time for receipt of proposals if the Town believes it is necessary and in the best interest of the Town, at the Town's sole discretion. A notice of an extension of the date and time for receipt of Proposals will be posted only by addenda online on the official Town website.

1. Completeness and Responsiveness:

- a. All information required by the Request for Proposal must be supplied in order for the proposal to be considered complete and responsive. Inadequate information may require disqualification of the proposal. Proposals cannot be modified after they are opened. Any modifications or qualified Proposal not expressly provided for in the Request for Proposal may require rejection of the proposal in whole or in part.

2. Only authorized parties to sign:

- a. Each proposal, and the Agreement, must be signed by a person authorized to bind the Offeror to a valid Agreement with the Town. The Town may require that any Offeror submit powers of attorney or other appropriate documentation showing the authority of the signatory to act on the Offerors behalf. If, whether such proof of agency has been demanded or not, it later appears that the signatory was not authorized to act, the Town may declare the Agreement void if it is in its best interest to do so.

3. RFP Submission Form Required:

- a. The Offeror must complete and file responses to all applicable questions posed in the Town of Purcellville RFP Submission Form located at the end of this document and demonstrate to the satisfaction of the Office of the Town Manager, or his designee, that the business has the capability to deliver the event management services required under this solicitation.
- b. The Agreement shall only be awarded to the Offeror who, through evidence submitted or information available to the Town, has shown that their business has the capability with adequate financial resources and skilled personnel to adequately perform the event management services under the Agreement.

4. Return of Proposal Package:

- a. Should you be unable to submit a proposal in response to this RFP, please provide the Town with a statement as to why you are unable or unwilling to propose. The Town is at all times interested in learning whether problems with the proposal process have discouraged responses.

5. Questions Relating to this Request for Proposal:

- a. Any questions concerning the content of this Request for Proposal or inquiry relative to interpretation of any portion of this Request for Proposal including specifications or language shall be made pursuant to the procedures in Section (F) of the RFP.

- b. The Town shall provide any interpretation of the RFP to prospective Offerors only in the form of an addendum to the Request for Proposal, which will be posted only on the Town's official website. Verbal statements, answers, conversations, emails or any other written statement from any source shall not be authoritative, controlling or binding and shall have no meaning or effect on the Agreement or this procurement.

H. Specific Proposal and Submission Instructions

In order to be considered for selection, Offerors must submit a complete response to the RFP. One (1) original and three (3) copies marked, Event Management Services, must be submitted to the Town. No other distribution of the proposal shall be made by the Offeror.

Proposals should be forwarded to:

Marty Kloeden
Special Assistant to the Town Manager
Town of Purcellville
221 South Nursery Avenue
Purcellville, Virginia 20132

Proposals are due no later than 2:00 p.m. local time on October 29th, 2015. Late proposals will retained unopened during the procurement process and then discarded.

1. Specific Proposal Preparation:

Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

An authorized representative with authority to contractually bind the Offeror shall sign the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Town requiring prompt submission of missing information or giving a lowered evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the Town. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- a. Ownership of all data, materials and documentation in the Offerors' proposal originated and prepared for the Town pursuant to the RFP shall become the exclusive property of the Town and be subject to public

inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342 (F) of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal. Please see **Attachment D** which must be completed and returned with the proposal.

2. Negotiations:

Pursuant to Section 2.2-4302.2 (A) (3), of the Code of Virginia, as amended, selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each Offeror so selected, the Town shall select the Offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that Offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one Offeror. Should the Town determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

3. Required Proposal Layout, Content and Information:

Proposals shall be as thorough and detailed as possible so that the Town may properly evaluate the Offeror's capabilities to provide event management services for the Town. Offerors are required to submit the following items as a complete proposal:

- a. A cover letter with introduction that demonstrates a thorough understanding of the RFP and scope of services.
- b. A written narrative statement to include:
 - i. Qualifications of the staff of the business and the number of years the business has been in operation.

- ii. Resumes of all staff to be assigned to the provision of services under this RFP, identifying the key management personnel and their relevant education and event management experience.
 - iii. REFERENCES: Provide at least four references from current or former clients within the past year that can attest to the Offerors' relevant experience in the provision of event management services, including all relevant data with complete client contact information including name, organization, address, telephone, email and event(s) managed with dates. The Town may contact these clients to confirm the level of service and event success experienced in their transactions with the Offeror. Additionally, The Offeror shall also provide a complete list of all current or former clients during the preceding twelve (12) month period and the event(s) managed for each client.
 - iv. Experience working with local government clients for event management. The location, type, size, attendance and scope of previous events managed for local government clients must be clearly detailed. **Proposals must include examples of event management and staffing plans from recent events managed by the Offeror.**
 - v. Specific experience and expertise of the staff in the planning, promotion, management and financial accounting of public events in the Washington, D.C. metropolitan area, Northern Virginia and Loudoun County. Experience with the event management of events in the Town of Purcellville and Loudoun County shall be especially highlighted in the narrative. Also, provision of information that distinguishes your business from your competitors; i.e., "why should we hire you to manage and produce our events?"
 - vi. Experience and success with the creation, promotion and management of event sponsorship and fundraising activities designed to defray the total costs and expenses of an event.
 - vii. Information relevant to meeting the required elements listed in Section I, Evaluation Criteria.
- c. List the pricing structure and/or event rate to be paid by the Town for the provision of all required services in Section C, Scope of Services. Fundraising and event sponsorships shall be utilized to pay the Offeror's fees and expenses. In addition, please propose a modification to the pricing approach which addresses any sponsorship revenue that exceeds the

production costs of the events (a model for the shared allocation of excess sponsorship funds above actual event costs).

- d. List the estimated amount of time necessary to provide all services as required by the Town in Section C, Scope of Services.
- e. Include all forms located in the Attachments. All forms (Attachments A through D) must be completely and accurately filled out and signed and dated as indicated.
- f. **FORM W-9 REQUIRED:** Each offeror shall submit a completed W-9 form with their proposal. In the event of agreement award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

I. Evaluation Criteria

Selection of the successful Offeror will be based upon a “Best Value” evaluation under competitive negotiation as authorized by Section § 2.2-4302.2 of the Code of Virginia. Best Value means the overall combination of quality of service(s), price, and various elements of required services that in total are optimal relative to the Town’s needs. The Town is not obligated to award a contract and may cancel this RFP prior to award at its discretion. The Town will review each Offeror’s Proposal and the minimum criteria to determine the relative Best Value evaluation of each Offeror. **Price shall be considered, but need not be the sole determining factor.** Proposals shall be evaluated on the basis of those requirements which are set forth in the Request for Proposal, the Contract, the Town’s Purchasing Policy and Virginia Public Procurement law. This solicitation is being procured by competitive negotiation. Note that pursuant to the requirements of §2.2-4302.2 (A) (1), **a numerical scoring system is not being utilized to evaluate the proposals.**

The Town of Purcellville desired outcome for this process is the selection of the best qualified Offeror that most clearly demonstrates the ability to responsibly and adequately provide all services required under this Proposal and Contract.

Major criteria to be considered in the evaluation may include, but shall not be limited to those items noted below:

1. Qualifications, Experience and Proposed Compensation:
 - a. Similar event management experience and background:
 - i. Success in planning, promoting, coordinating and managing a wide range of public events including events that serve and/or sell alcohol and require appropriate venue management and licensing by the

Virginia Department of Alcoholic Beverage Control; especially those events managed for local governments in the Washington, D.C, metropolitan area, Northern Virginia and Loudoun County.

- ii. Review of management and staffing plans from recent events managed by the Offeror.
 - iii. Experience developing and managing events that have no existing infrastructure and are held outdoors.
 - iv. Experience and proven success working with the media to advertise events and the ability to design and develop innovative marketing plans, concepts and strategies to promote public events. Proven success in the design, development and distribution of advertising materials, press releases and other forms of communications to promote and publicize events in the most effective manner to enhance attendance.
 - v. The Offeror's clearly demonstrated ability, capacity and skill to fully and satisfactorily provide all the services and/or requirements in this RFP.
 - vi. The Offeror's experience and success in creating, promoting and managing innovative event sponsorship and fundraising activities designed to defray the total costs of an event.
 - vii. The reasonableness/competitiveness of the proposed event management fees, compensation and benefits to the Town, although the Town is not bound to select the Offeror who proposes the lowest fees, compensation or most benefits for services. The Town reserves the right to negotiate fees, compensation and/or benefits to the Town with the selected Offeror(s).
 - viii. Client and Event references provided by the Offeror pursuant to Section H (3) (b) (iii).
 - ix. The oral presentation of the proposal during negotiations (if the Offeror is selected).
 - x. Experience attending local government meetings and making presentations to elected officials, appointed bodies, and staff.
- b. The background, education, relevant experience and qualifications of the Offeror's management and staff who would be responsible for the production of the Town's events as detailed in the requirements of this RFP.

2. Proposed estimated amount of time to provide the services required by the RFP. See also section H (3) (d) herein.

J. Award of Agreement; Amendment and Modification of Agreement and Notice of Award

After negotiations have been conducted pursuant to Section H. (2), the Town shall select the Offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the agreement to that Offeror. Should the Town determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

The Notice of Award or intent to award will only be placed on the Town's official website on the official Town Bid Board for a period of ten calendar days.

There is no binding agreement, no contractual relationship, no understanding nor mutual assent until the Agreement herein is signed, duly executed and exchanged by and between the Successful Offeror and the Town of Purcellville.

1. The Agreement document and all terms and conditions therein represent the entire and integrated Agreement between the parties and supersede any and all prior negotiations, representations or agreements, either written or verbal. The Agreement shall not be modified or amended except by mutual consent expressed in writing and signed by duly authorized representatives of both parties.

K. Competency of Offeror

The Offeror, if requested, must present within forty-eight (48) hours, evidence satisfactory to the Office of the Town Manager or his designee, of performance ability, and possession of necessary facilities, staff, pecuniary resources, and adequate insurance to comply with the terms of this Request for Proposal and Contract documents.

No proposal will be accepted from or Agreement awarded to any person, business or corporation that is in arrears, or is in default to the Town or any other entity upon any debt or contract, or that is a defaulter as surety or otherwise upon any obligation to the Town or other entity.

L. Award of Proposals; Waiver of Irregularities, Informalities or Right to Reject and One Responsive and Responsible Proposal

Unless otherwise specified, the Town may award all or part of the proposal to any Offeror whose proposal is the most responsible and responsive Proposal that meets the requirements and criteria set forth in the RFP with respect to the services desired, and that is in the best interest of the Town to accept.

The Town reserves the right to waive any irregularity or informality in any proposal; provided however, that proposal or amendments which are received after the time specified for the opening of proposals will be neither opened nor considered.

The Town of Purcellville expressly reserves the right to reject any or all proposals or any part of a proposal if such action is deemed to be in the best interest of the Town of Purcellville. In addition, any Offeror which submits a proposal agrees that such proposal shall become the property of the Town and all costs incurred for proposal preparation are solely the responsibility of the Offeror. The Offeror agrees that the proposal and all copies and any other submitted material will not be returned by the Town following the conclusion of this RFP process.

When only one responsive and responsible proposal is received, the Request for Proposal may be canceled and may be issued again, unless the Town determines the price proposed is reasonable and in the best interests of the Town.

M. Compliance with Section 2.2-4311.2 of the Code of Virginia

All Offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in the proposal the identification number issued to it by the State Corporation Commission. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in the proposal a statement describing why the Offeror is not required to be so authorized.

Any Offeror that fails to provide the information required by this Section shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the chief executive of the Town.

See Attachment B and enter all information required by this section.

N. Withdrawal of Proposals

A proposal may be modified or withdrawn by the Offeror any time prior to the time and date set for the receipt of proposals. The Offeror shall notify the Town in writing addressed to Marty Kloeden, Special Assistant to the Town Manager, of its intentions.

1. If a change in the proposal is requested, the modification must be so worded by the Offeror as to not reveal the original cost amount of the proposal.
2. Modified and withdrawn proposals may be resubmitted to the Town only up to the time and date set for the receipt of proposals.
3. No proposal can be withdrawn after the time set for the receipt of proposals and for one hundred and twenty (120) days thereafter.

O. Agreement Provisions, Conditions and Requirements , Entire Agreement

The entire Agreement includes and incorporates the following documents:

1. The Agreement for the Provision of Event Management Services.
2. The Request for Proposal (RFP) – RFP #FY2015 Administration 04.
3. RFP Addenda as issued on the official Town website (if any).
4. The Contractor’s complete proposal document.
5. The Contractor’s Best and Final offer (if any).
6. Attachment A: RFP Submission Form.
7. Attachment B: State Corporation Commission Identification Number.
8. Attachment C: Addendum Acknowledgement.
9. Attachment D: Trade Secrets and Proprietary Information.
10. The Notice of Award.
11. Agreement amendments or modifications (if any).

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AGREEMENT FOR THE PROVISION OF EVENT MANAGEMENT SERVICES

THIS AGREEMENT (hereinafter, "Agreement"), shall be effective as of the date last signed below in Section 23, Execution of the Agreement (hereinafter the "Effective Date"), and is by and between the Town of Purcellville, Virginia, a municipal corporation, (hereinafter, "Town") and _____, (business entity type and description), (hereinafter, "Contractor").

WHEREAS, the Town desires to contract with an events management business to plan, promote, and manage the Town's well-attended economic development and tourism events; and

WHEREAS, the Contractor is willing to provide all required event management services in accordance with the terms and conditions prescribed by this Agreement.

NOW, THEREFORE, WITNESSETH, in consideration of the foregoing and the mutual promises and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the Town and Contractor agree to the following:

2. **TERM OF AGREEMENT.** The Contractor shall provide event management services as specified in the Request for Proposal and on an as required basis for one (1) year from the Effective Date of the Agreement.
3. **RENEWAL.** The Agreement may be renewed for six (6) additional successive one-year periods provided funding for the Agreement is budgeted by the Town, the quality of service is acceptable to the Town and based on mutual written agreement by both parties to the provisions, conditions and requirements of the renewal. The Contractor shall not be entitled to seek redress from the Town or its elected officials, officers, agents, employees, or volunteers should the Town fail to make annual appropriations for the Agreement.
4. **CONTROLLING LAW AND VENUE.** This Agreement is made, entered into, and shall be performed in the Town of Purcellville, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the Agreement, its interpretations, or its performance shall be litigated only in the Loudoun County General District Court or the Circuit Court of the County of Loudoun, Virginia.
5. **INCORPORATION OF REQUEST FOR PROPOSAL.** All provisions, conditions and requirements of the Request for Proposal ("**RFP**") dated , October 6th, 2015 and specifically identified as "RFP #FY2015 Administration 04 – Event Management Services" and the Proposal of the Offeror in response to the RFP ("**Proposal**") are incorporated by reference into this Agreement as those provisions, conditions and requirements are stated verbatim therein. In case of any

conflict between the RFP, the Proposal and the Agreement, the RFP shall control unless this Agreement explicitly provides otherwise or contains additional requirements or provisions.

6. **MODIFICATION OF AGREEMENT.** The Contract shall not be modified or amended except by mutual consent expressed in writing and signed by duly authorized representatives of both parties.
7. **PAYMENTS, FEES AND CHARGES.** The Town shall pay the Contractor as agreed based on the Contractor's Proposal. The Town shall not pay any additional fees, charges, costs or penalties of any kind for any reason whatsoever under this Agreement.
8. **INSURANCE.** The Contractor shall at all times during the term of the Agreement maintain:
 - a. At all times during the term of this Agreement, the Contractor will maintain a general liability policy and liquor liability policy with not less than \$2,000,000 combined single limits per occurrence with an excess general liability and liquor liability policy with a minimum limit of \$3,000,000. Coverage is to be on an occurrence basis only with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. The Contractor's general liability and excess liability policies must be endorsed to list the Town of Purcellville as an additional insured. The insurance provided in the additional insured endorsement shall be primary without contribution from such other insurance provided or available to the additional insured. Any additional insured endorsement will be rejected if it includes an exclusion of completed operations coverage, unless a separate endorsement for that coverage is attached. All endorsements must be issued by the Contractor's insurance company. A notation of additional insured status on the certificate of insurance is not sufficient. Prior to the commencement or any work under the Agreement, the Contractor shall provide the Town with a certificate of insurance and all insurance endorsements evidencing compliance with all insurance requirements under this paragraph.
 - b. At all times during the term of the Agreement, the Contractor will maintain workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. The coverage must have statutory limits and be with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for the Contractor to be insured by a group self-insurance association that is licensed by the Virginia Bureau of Insurance. The Contractor will also carry employers liability insurance with a limit of at least \$1,000,000 bodily injury by accident/\$1,000,000 bodily injury by disease policy limit/\$1,000,000 bodily injury by disease

each employee. Prior to the commencement or any work under the Agreement, the Contractor shall provide the Town with a certificate of insurance evidencing compliance with all insurance requirements under this paragraph. Title 65.2 of the Code of Virginia (Workers' Compensation Act) requires every employer who regularly employs more than two full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

- c. At all times during the term of this Agreement, the Contractor will maintain automobile liability insurance with limits of at least \$1,000,000. The coverage is to be written with a symbol "1" or "any auto." The insurer must be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. The Town of Purcellville must be listed as an additional insured on the automobile liability policy by endorsement. The endorsement must be issued by the Contractor's insurance company. A notation on the certificate of insurance is insufficient. The insurance provided in the additional insured endorsement shall be primary without contribution from such other insurance provided or available to the additional insured. Prior to the commencement or any work under the Agreement, the Contractor shall provide the Town with a certificate of insurance and all endorsements evidencing compliance with all insurance requirements under this paragraph.
- d. All coverages required herein are to be evidenced by a certificate of insurance issued by the Contractor's insurer or insurance agent. The Town's additional insured status must be by endorsement to the Contractor's insurance. A copy of the additional insured endorsement must be provided to the Town. The endorsement listing the Town as an additional insured must remain in force during the entire term of the Agreement.
- e. The insurance provided in the endorsements naming the Town as an additional insured required herein shall be primary without contribution from any such other insurance provided and liquor liability or available to the Town.
- f. Waiver of subrogation required. The Contractor's insurer shall waive rights of subrogation against the Town and its officers, officials, employees, agents, assigns and volunteers under the Contractor's general liability, automobile liability, and workers' compensation policies. The waiver of subrogation must be specified on the certificate of insurance.

- g. The Contractor's insurer or insurance agent must provide thirty (30) days' notice of cancellation [ten (10) days for non-payment] to the Town of any insurance or endorsements required herein. Such notice may be provided by one of the following three methods:
 - 1. A note on company letterhead that the Town will receive such notice of cancellation. This may be on the letterhead of the agent, the broker, or the insurance company, and not include a blanket disclaimer of liability upon failure to give such notice.
 - 2. A separate endorsement specifying the notice required, or
 - 3. A copy of a policy provision regarding such notice.
- h. The Contractor will not commence any work under the Agreement until the Town has received all required certificates of insurance and endorsements.
- i. Failure to maintain all required insurance, endorsements and certificates of insurance constitutes grounds for immediate termination of the Agreement by the Town or cessation of all activities by the Contractor until all insurance requirements are met; at the sole discretion of the Town.
- j. The Contractor shall require the same insurance coverage from its subcontractors as the Town requires of the Contractor under this Agreement. Compliance by the Contractor and any of its subcontractors with the insurance requirements under this Agreement shall not relieve the Contractor or any subcontractors of their liabilities and obligations under this Agreement.
- k. Nothing contained herein shall be construed to create a contractual relationship between the Town and any subcontractor of the Contractor. The Contractor shall be fully responsible to the Town for the acts and omissions of the Contractor's employees, the Contractor's subcontractors, and the employees of any subcontractor.
- l. In the event the Contractor cannot meet the specifications required by these insurance requirements, alternate insurance coverage, satisfactory to the Office of the Town Manager, or his designee, may be considered if proposed by Contractor at the time of Proposal submission.
- m. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words, "endeavor to" and "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.

9. STAFFING AND CONFORMANCE WITH LAW: The Contractor shall:

- a. Be properly and currently licensed to conduct business in the Commonwealth of Virginia and Town of Purcellville.
- b. Require and obtain proof of a current license to conduct business in the Commonwealth of Virginia and Town of Purcellville from all subcontractors.
- c. Comply with, and shall require all of Contractor's employees, agents, and subcontractors conducting any activity under this Agreement to comply with, all applicable Town, county, state and federal laws, rules, and regulations.
- d. Implement and enforce policies, practices and procedures to avoid personal injuries and property damage while conducting any activity or event under this Agreement.
- e. Comply with, and shall require all of Contractor's subcontractors to comply with, the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Agreement.
- f. Agree that at all times the Contractor and any subcontractors shall at all times be an independent contractor and shall not be an employee of the Town.

10. RESPONSIBILITIES OF THE TOWN. The Town shall:

- a. Provide reasonable cooperation with the Contractor and its employees, agents, and subcontractors so as to facilitate the provision of event management services.
- b. Provide appropriate communication and appropriate staff, as necessary and if available, to facilitate the provision of event management services.
- c. Compensate the Contractor in accordance with the terms of this Agreement.

11. SEVERABILITY. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but the Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

12. EMPLOYMENT DISCRIMINATION PROHIBITED (Code of Virginia, Section 2.2-4311). During the term of this Agreement the Contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to normal operations of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provisions of this nondiscrimination clause.
- b. All solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor shall include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

13. DRUG FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR (Code of Virginia, Section 2.2-4312).

- a. During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- b. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with the Virginia Public Procurement Act, 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.

14. **NO DISCRIMINATION AGAINST FAITH-BASED ORGANIZATIONS.** The Town of Purcellville does not discriminate against faith-based organizations as that term is defined in Virginia Code Section 2.2.-4343.1.
15. **THE CONTRACTOR DOES NOT AND SHALL NOT KNOWINGLY EMPLOY AN UNAUTHORIZED ALIEN.** During the term of the Agreement, the Contractor agrees that it does not and shall not knowingly employ an unauthorized alien as defined in the Immigration Reform and Control Act of 1986.
16. **CONTRACTOR COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH.**
 - a. Pursuant to Section 2.2-4311.2 of the Code of Virginia, a Contractor selected under this Agreement that is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.
 - b. Any business entity described in subsection (a) shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of this Agreement.
 - c. The Town may terminate this Agreement with the business entity selected as Contractor if the business entity fails to remain in compliance with the provisions of Section Fifteen (15) of this Agreement and/or Section 2.2-4311.2 of the Code of Virginia.
17. **RECORD RETENTION/AUDITS.** During the term of this Agreement the Contractor shall retain, during the performance of the Agreement and for a period of three (3) years from the completion of the Agreement, all records pertaining to the Contractor's proposal and the Agreement awarded pursuant to the RFP. Such records shall be organized by event and shall include for each event: the names of all staff and volunteers, the names of all event registrants, all advertising records (including a copy of the advertisement), a list of all donations and sponsorships, the event layout, all event plans, all weekly progress reports, all signed documents (including waivers and releases), attendance reports, surveys, a copy of all licenses and permits, accounting and financial reports, expense records, receipts, invoices, taxes paid, and paperwork and documentation required by law. Such records shall

be available to the Town on demand and without advance notice during the Contractor's normal working hours.

Town personnel may perform in-progress and post-audits of Contractor's records in any way related to the provision of event management services. Files will be available to the Town on demand and without notice during normal working hours.

18. TAXES. The Contractor shall pay all Town, county, state and federal taxes required by law and resulting from the work under this Agreement, or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the price under this Agreement between the Town and Contractor, as the taxes shall be an obligation of the Contractor and not of the Town, and the Town shall be held harmless for same by the Contractor.

The Town is exempt from the payment of federal, state, and local taxes.

19. SUBCONTRACTS. Contractor shall not subcontract or otherwise delegate any portion of the work under this Agreement to a party who is not the Contractor unless the Contractor first obtains the written consent of the Town. If the Contractor desires to subcontract some part of the work specified in this Agreement, the Contractor shall furnish the Town the names, qualifications, and relevant experience of the proposed subcontractors, the work to be performed by the proposed subcontractors, and the reason for their retention. The Contractor shall, however, remain fully liable and responsible for the work performed by any subcontractor(s) and shall assure complete compliance with all the requirements of the Agreement.

20. PAYMENT CLAUSES REQUIRED BY VA. CODE § 2.2-4354.

- a. The Successful Offeror shall take one of the two following actions within seven days after receipt of amounts paid to the Successful Offeror by the Town for all or portions of the goods and/or services provided by a subcontractor: (a) pay the subcontractor for the proportionate share of the total payment received from the Town attributable to the work performed by the subcontractor under that contract; or (b) notify the Town and subcontractor, in writing, of the Successful Offeror's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- b. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror that is a proprietor, partnership, or corporation shall provide its federal employer identification number to the Town. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror who is an individual contractor shall provide his/her social security numbers to the Town.
- c. The Successful Offeror shall pay interest to its subcontractors on all amounts owed by the Successful Offeror that remain unpaid after seven

days following receipt by the Successful Offeror of payment from the Town for all or portions of goods and/or services performed by the subcontractors, except for amounts withheld as allowed in Subparagraph 1. above.

- d. Pursuant to Virginia Code § 2.2-4354, unless otherwise provided under the terms of the Contract interest shall accrue at the rate of one percent per month.
- e. The Successful Offeror shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- f. The Successful Offeror's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in Virginia Code § 2.2-4354 shall not be construed to be an obligation of the Town. A Contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

21. INDEMNIFICATION AND HOLD HARMLESS. The Contractor agrees to indemnify, defend and hold harmless the Town, including its officers, agents, employees, community representatives, volunteers and others working on behalf of the Town, from any and all claims, appeals, damages, actions, liabilities, judgments, suits, losses, payments, costs, fines and or fees levied against the Town (and expenses of every related nature and description, including attorneys' fees) arising from or caused by the actions, inactions, activities, or performance of the Contractor or a subcontractor, provided that such liability is not attributable to the Town's negligence.

If the Contractor subcontracts all or a portion of the work under this Agreement, the Contractor shall enter into an agreement with such subcontractor(s) in which the subcontractor indemnifies, defends, and holds harmless the Town and its officers, agents, employees and community representatives, from any and all claims and losses accruing or resulting from the negligent performance of work by the subcontractor.

The attorney(s) selected to defend the Town shall be subject to approval by the Town. Virginia is a Dillon Rule state. Unless specifically permitted by statute, indemnification or attempt to have the Town "hold harmless" others are invalid and unenforceable or an impermissible waiver of the Town's sovereign immunity which may create potential future debt in violation of Virginia Constitutional and statutory requirements. The Town does not waive its sovereign immunity. The Contractor expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by the Contractor, shall in no way limit

the responsibility to indemnify, keep and hold harmless and defend the Town as herein provided.

22. TERMINATION OF AGREEMENT.

- a. The Town reserves the right to terminate the Agreement immediately in the event that the Contractor discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies, endorsements or licenses.
- b. The failure of the Contractor to comply with any section, condition, requirement or provision of this Agreement will be grounds for immediate termination of the Agreement by the Town, at the sole discretion of the Town.
- c. Notwithstanding anything to the contrary contained in the Agreement between the Town and the Contractor, the Town may, without prejudice to any other rights it may have, terminate the Agreement for convenience and without cause, by giving thirty (30) days written notice to the Contractor, electronic mail shall be considered written notice.
- d. The Town may immediately and without prior notice to the Contractor, terminate the contract due to emergency circumstances as defined solely by the Town Manager.
- e. If a termination clause is used by the Town, the Contractor will be paid by the Town for all scheduled work completed to the satisfaction of the Town by the Contractor up to the termination date set in the written termination notice.

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23. EXECUTION OF THE AGREEMENT.

IN WITNESS WHEREOF, the parties have affixed their signatures to this Agreement and as of the Effective Date and by execution, hereby acknowledge their respective authority to bind the Contractor and the Town.

FOR THE CONTRACTOR

Signature: _____

Name: _____

Title: _____

COUNTY OF _____
COMMONWEALTH OF VIRGINIA

The foregoing Agreement for the Provision of Event Management Services was acknowledged before me on behalf of _____ by _____, _____, this the _____ day of _____, 2015.

Notary Public

My Commission Expires: _____

Notary Registration #: _____

STAMP:

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

FOR THE TOWN OF PURCELLVILLE
A Municipal Corporation

Signature: _____
Robert W. Lohr, Jr.
Town Manager

COUNTY OF LOUDOUN
COMMONWEALTH OF VIRGINIA

The foregoing Agreement for the Provision of Event Management Services was acknowledged before me on behalf of the Town of Purcellville by Robert W. Lohr, Jr., Town Manager of the Town of Purcellville, Virginia, this the ____ day of _____, 2015.

Notary Public

My Commission Expires: _____
Notary Registration #: _____

STAMP:

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

ATTACHMENT A – RFP SUBMISSION FORM

**RFP #FY2015 Administration 04
Event Management Services**

**OFFEROR MUST COMPLETE AND RETURN ALL
ATTACHMENTS (A-D) WITH THE PROPOSAL SUBMISSION**

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in *RFP #FY2015 Administration 04*. My signature also certifies that by submitting a proposal in response to this Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 et seq.) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign and bind the Offeror to the proposal as submitted and any resulting agreement with the Town of Purcellville.

NAME OF
OFFEROR: _____

ADDRESS: _____

FED/TAX ID NO: _____

SIGNATURE: _____

NAME
(print): _____

TITLE: _____

TELEPHONE: _____

E-MAIL: _____

FAX: _____

DATE: _____

THIS FORM MUST BE SUBMITTED WITH THE PROPOSAL

ATTACHMENT C – ADDENDUM ACKNOWLEDGEMENT

The undersigned representative of the Offeror certifies that they have the authority to sign for and contractually bind the Offeror to the proposal as submitted and any resulting agreement with the Town of Purcellville. The Offeror hereby acknowledges receipt of the following Addenda posted on the official Town website pursuant to the specifications of the RFP and further acknowledges that all addenda have been thoroughly examined and any required adjustments have been made to the Offerors’ proposal:

- Addendum No. _____, dated _____

FOR OFFEROR _____ (signature)

FOR OFFEROR _____ (printed name)

BUSINESS/FIRM NAME _____

ADDRESS _____

ADDRESS _____

THIS FORM MUST BE SUBMITTED WITH THE PROPOSAL

ATTACHMENT D – TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 2.2-4342 (F) of the Code of Virginia, as amended, states that the Offeror must invoke the protection of this section prior to or upon submission of the data or materials, and must identify the data or materials to be protected and state the reasons why protection is necessary.

Please mark one:

- () No, the proposal submitted does not contain any trade secrets and/or proprietary information.
- () Yes, the proposal submitted does contain trade secrets and/or proprietary information.

If Yes is selected above, please clearly identify below the exact data and/or other materials to be protected and list all applicable pages of the proposal document containing such data and/or materials:

The proprietary or trade secret material submitted must be **CLEARLY IDENTIFIED** by some distinct method such as highlighting or underlining within the body of the proposal document and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal. See Section H. 1. (a) of the RFP document.

State the reason(s) why protection is necessary:

If the data and/or materials to be protected are not identified above and within the body of the proposal document and the reason(s) for the protection are not provided, the Offeror will not have invoked the protection of Section 2.2-4342 (F) of the Code of Virginia, as amended. Accordingly, effective upon award of the agreement, the proposal will be open and available for public inspection consistent with all applicable law.

THIS FORM MUST BE SUBMITTED WITH THE PROPOSAL

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STAFF REPORT
ACTION ITEM

Item # 11f

SUBJECT: Water Tank Painting

DATE OF MEETING: January 12, 2016

STAFF CONTACT: Alex Vanegas, Director, Public Works

SUMMARY and RECOMMENDATIONS:

The elevated water storage tank located at 311 N. Maple Avenue was constructed and placed in service in 1986. This tank is one of the town's most important assets as it provides 200,000 gallons of water supply to meet the demands of the community, comply with regulatory storage requirements, and the most lucrative recurring revenue sources of any of the Town's infrastructure assets through the leasing agreements established with cell phone carriers. Since the time this asset was put in service, the tank has been painted once in its entirety and the other time just the standpipe. Based on observations from an inspection report and industry standards, the elevated tanks needs to be painted. Staff recommends that the Town Council authorize the Town Manager to negotiate and execute a contract with Utility Service Group and coordinate the relocation of the cell phone antennas during the painting process and subsequently move the antennas to make the tank more aesthetically organized. The other alternative is to just paint the exterior tank while painting around the antennas this fiscal year and then paint the interior the following year.

BACKGROUND:

In March 2012, staff procured a contractor to washout the interior bowl of the storage tank. This is a process that should be done every 3-5 years due to the build-up of residuals and sediment. Staff also requested that the contractor conduct an inspection report. The inspection report indicated that the water tank is in good condition and no lead was found in the samples but noted that the exterior coating system displayed breakdown and failure in several areas due to over-coating procedures done on the previous paint jobs. There were areas where the thickness was as high which contributes to blistering and flaking. The

report also indicated that isolated areas of interior corrosion was occurring. Items such as the secondary access hatch and the first two rungs of the interior ladder will need to be rehabbed or replaced. Staff researched several local municipalities to see if they were using a particular vendor that provided a reliable service. Staff obtained an existing contract with a rider clause from the City of Winchester for services similar to what we are requesting. The Utility Service Group has contracts in place with Loudoun Water, Fairfax Water, Prince William Service Authority, City of Winchester and is negotiating with the Town of Round Hill. The vendor provided a quote of \$300,000 to conduct both exterior and interior painting with full containment, painting new logos and to make repairs identified in the inspection report. Furthermore, the contractor provided the town with an option to spread the payment over a four year period if the Town would sign a water tank maintenance agreement for five years.

ISSUES:

There are several issues that have been identified associated with the process of painting the tank. The first critical issue is the timing required to paint the tank. The consultant provided an estimate of up to eight weeks. During this time period, the water tank would have to be out of service so it must occur during a low demand period but in a temperature range that is suitable for curing. The ideal time would be in early spring using Spring Break as an opportunity for painting the exterior portion since school will be closed during that time period. The vendor suggested the period of painting could be reduced by a week if using a 100% solids epoxy due to minimal curing time but there is an additional cost in the amount \$70,000.

The second issue was the concern over dust and paint particles carrying over towards the LVHS. The vendor informed us that they use a Total Enclosed Painting Environment (TEPE) containment system which includes a dust collector filter system. Using this system coupled with the timing around Spring Break for exterior painting should mitigate any concerns and minimize the potential for overspray.

The third issue was presented by legal counsel regarding the concern over the leases being temporarily relocated and any issues that may occur during the process. This particular vendor has worked with USG & GloTel to negotiate the terms of the temporary arrangement of relocating the antennas to portable monopoles on site during the painting process then relocating the antennas back to the tank to form a coral crown on top and running all the cables on the inside leg so that the equipment is better organized. The cost for this service of negotiating, coordinating and setting up the temporary monopoles is

\$126,000. The cost to strip and paint around each mount with a brush and roller is approximately \$2,000-\$3,000 depending on the complexity. This does not include the coax cables. Due to high cost it is cheaper for the leases to relocate during the painting process and beneficial to the Town as this would extend the time period of the overall project. This temporary relocation process is routinely done by many of the major water providers that have their tanks painted and usually the cost is split between all the carriers. Staff would be involved in the negotiating process to ensure the interests of the Town is maximized.

The last issue was to determine the color to paint the tank. The colors could be kept the same to reflect the colors of LVHS but with the new Town logo or could be an off white/cream color. Staff believes that we can determine the colors as part of the planning process.

BUDGET IMPACT:

The town had allocated \$300,000 this fiscal year for painting the elevated tank. The impact to the budget is dependent on the following variables. The first is whether we use standard coating or 100% solids epoxy. The cost using the former approach is \$300,000. The later would be \$370,000 but reduce the painting and curing time by one week. The second factor is whether we are successful in negotiating with the leases to pay the cost of relocating their respective equipment to a monopole during the painting process or paint around the antennas at the expense of the leases. The last consideration is to split the painting into two phases: one this fiscal year (exterior painting only) and the interior painting to take place the next fiscal year to divide the overall cost into two fiscal years.

PROCUREMENT/LEGAL REVIEW:

Procurement rider approved by Assistant to the Town Manager

MOTION:

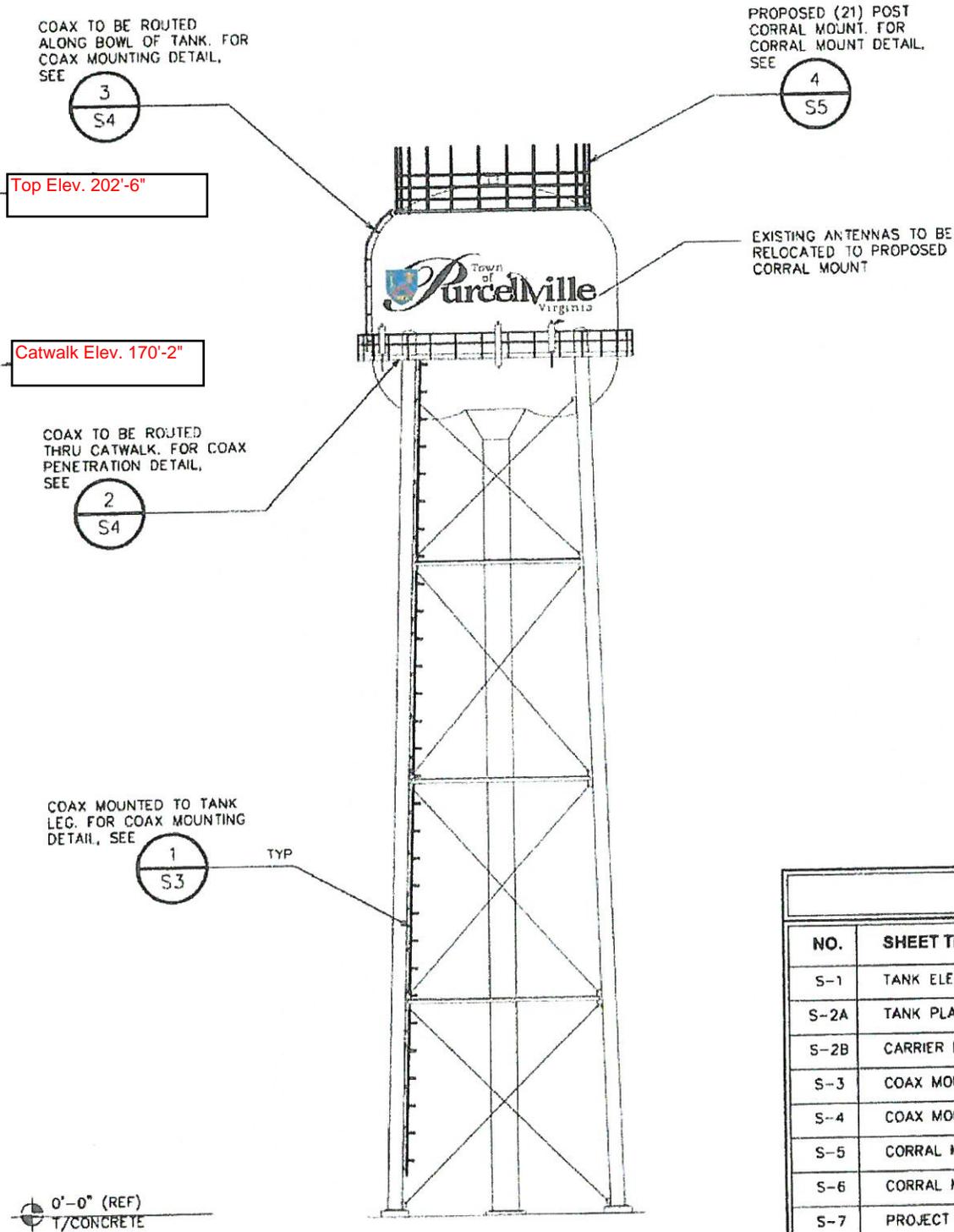
“I move that the Purcellville Town Council authorize the Town Manager to negotiate and execute a contract with Utility Service Group to paint the elevated water tank and have staff coordinate with USG & GloTel to work negotiating and relocating of the cell phone antennas with the respective leases during the painting process and subsequently relocating the antennas to a coral crown if feasible.”

or

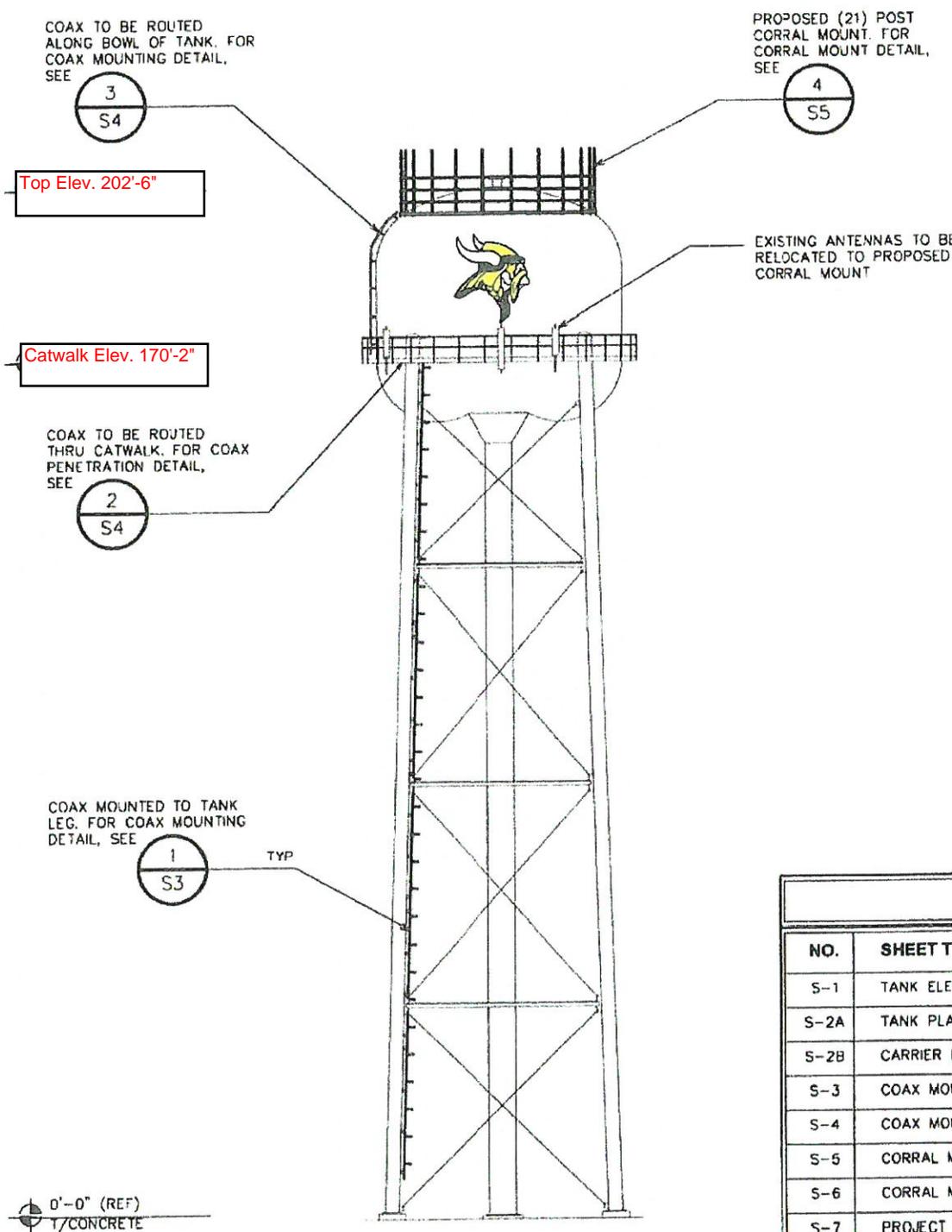
“I move that the Purcellville Town Council authorize the Town Manager to negotiate and execute a contract with Utility Services Group to paint the exterior portion of water tank this fiscal year.”

ATTACHMENTS:

1. Logo options showing antennas relocated to a coral on top of the tank.
2. Containment Plan Information.
3. Agreement with 100% Solids Epoxy



INDEX OF SHEETS	
NO.	SHEET TITLE
S-1	TANK ELEVATION
S-2A	TANK PLAN VIEW
S-2B	CARRIER LOADING
S-3	COAX MOUNTING DETAILS I
S-4	COAX MOUNTING DETAILS II
S-5	CORRAL MOUNT DETAILS
S-6	CORRAL MOUNTING DETAILS
S-7	PROJECT NOTES



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Tank Reservoir Elevation

Planar measurements of graphics.

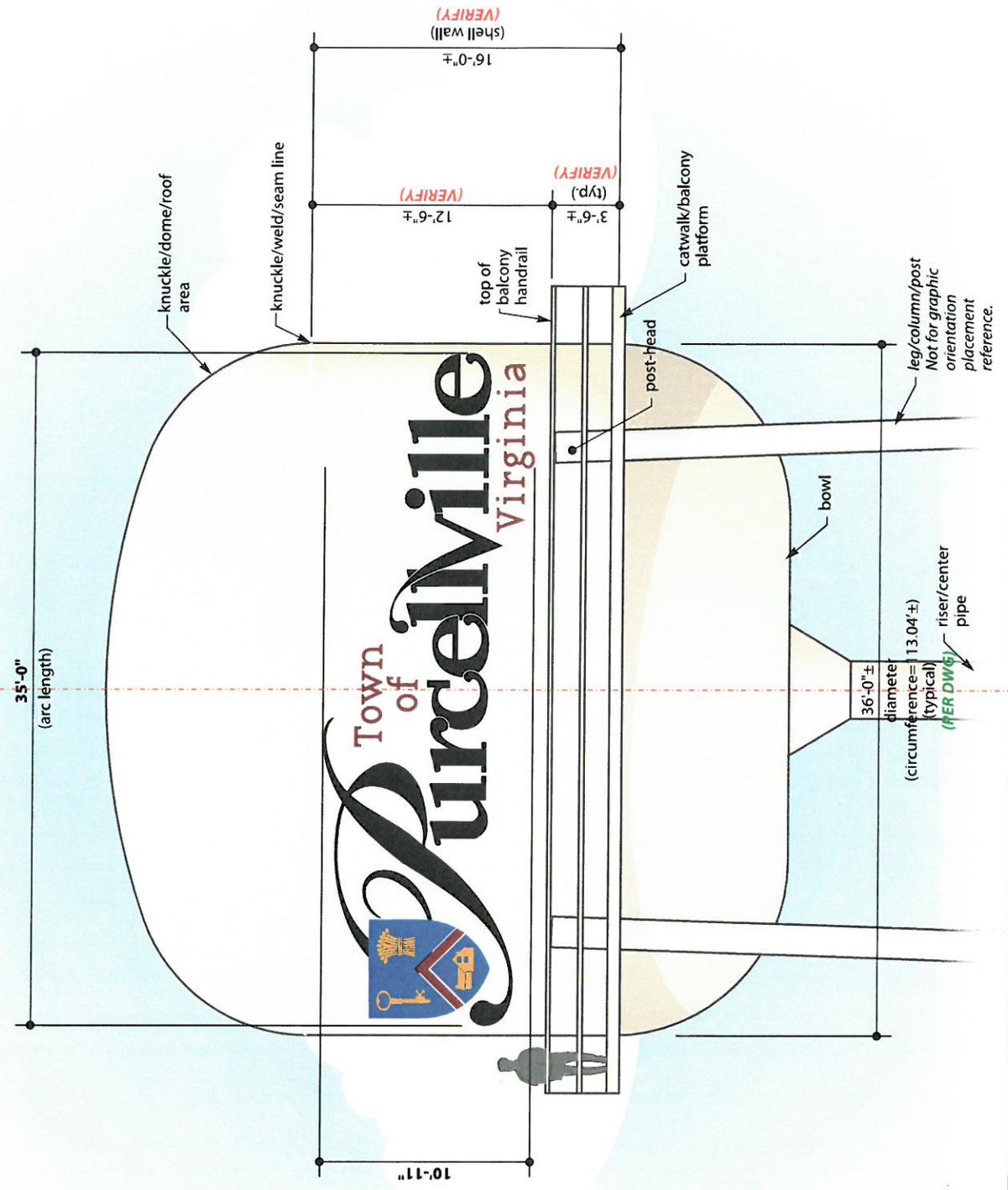
Tank measurements shown are based on a typical 200k gallon tank. 166'-3" LWL.

Owner/Engineer should verify all measurements prior to final approvals and production.

Quantity: (tbd).
Exact orientation to be determined in the field by owner/engineer.

- match Pantone 131c
- match Pantone 2945c
- match Pantone 202c
- Tnemec Black 35GR
- Tnemec Cloud 57BR

FIELD VERIFY TANK SIZING PRIOR TO FINAL APPROVAL AND PRODUCTION.



Client: USCI
Design: Purcellville VA N Maple Ave 200KG EWT A0
Revision Date: 10-22-15
First Print Date: 1/8"=1'-0"±



Tim Donovan | Owner
 8327 Sawyer Brown Rd.
 Nashville, TN 37221
 615.473.0272 tel
 888.492.1831 fax
 Tim@TankLOGOS.com

Please sign copy(s) of this drawing and accompanying estimate if approved and return or fax to begin work.

Signature _____ **APPROVED** **DATE** _____
 _____ **APPROVED AS NOTED** **DATE** _____
 _____ **REVISE + RESUBMIT** **DATE** _____

PAGE 1 **OF** 1

Colors shown are close approximations due to uncontrollable variations in output devices, lighting conditions and media used in printing. All colorings shown are approximate and this design is copyright of TankLOGOS.com. Any unauthorized use of this drawing without exclusive permission from TankLOGOS.com is prohibited.



Sample Exterior Containment Project Plan

Project Information:

Utility Service co., inc. intends to contain the exterior of the tank by installing a Totally Enclosed Painting Environment (TEPE) containment system that conforms to the guidelines of SSPC Guide 6. The TEPE system will be installed and operated in accordance with the manufacturer's guidelines. Heavy mil plastic sheeting covered with plywood will be used to protect the ground inside the containment area.

With installation of the TEPE Containment System our intent is to have a containment area without migration of contaminated dust, paint chips, or blast abrasive escaping into the environment, bodies of water or soil.

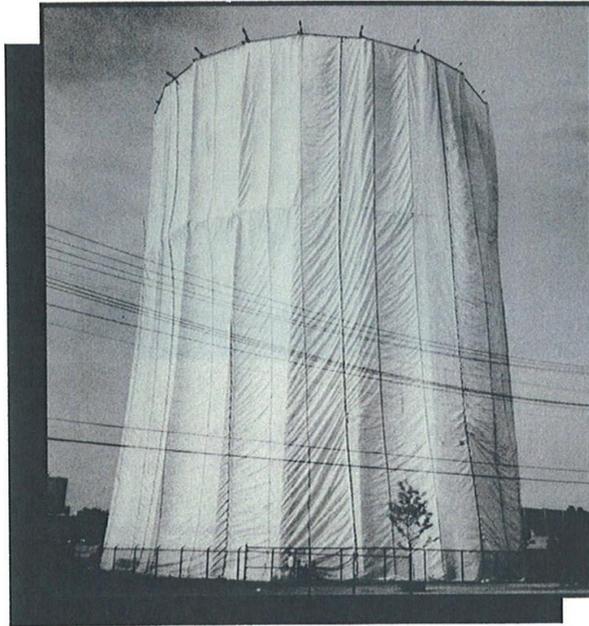
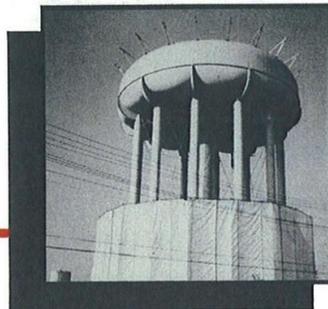
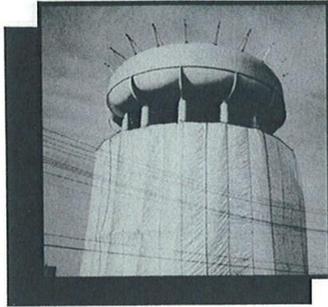
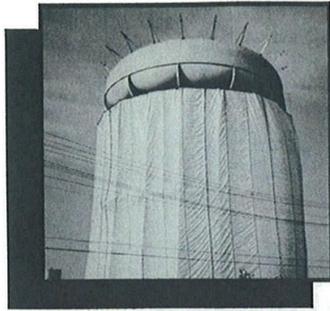
After the containment system is installed the exterior surfaces will be abrasive cleaned utilizing a coal slag abrasive. During abrasive cleaning a high volume dust collector will be utilized to further enhance the effectiveness of the containment system (dust collectors typically range in size from 20,000 to 45,000 CFM).

The containment system shall remain in place throughout the paint removal phase. During non-working hours the containment system will be lowered to approximately ten feet above ground in order to keep spent abrasive from escaping the containment area. All waste shall be considered contained by implementing this procedure.

Spent abrasive shall be collected within the containment area and one (1) sample shall be taken from a minimum of four (4) separate locations and combined in a sample bag to provide a collective sample of the wastestream. The sample shall be sent to a certified laboratory for proper analytical testing (TCLP all 8 heavy metals). Results will determine the proper disposal procedures.

Spent abrasive will be collected as necessary to maintain a clean and safe work environment inside the containment. Once generating activities are complete all waste will be properly disposed of according to Federal, State and local requirements.

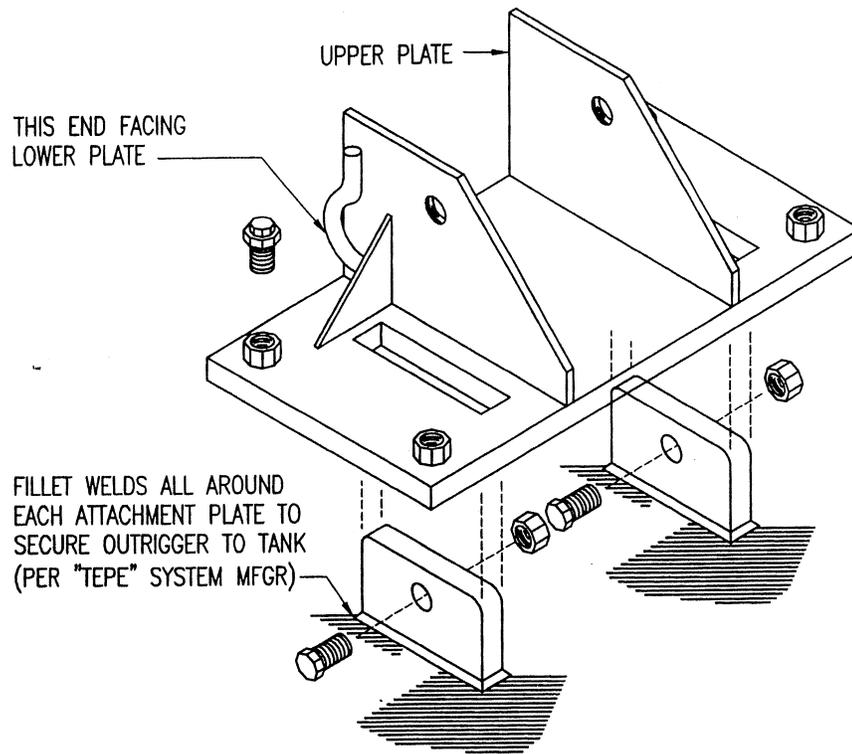
Deviations:	Approvals:
	Project Engineer - Contracting Div. Utility Service Co., Inc.
Attachments:	Engineer/Owner's Approval
- Product Data: TEPE containment	
- Drawing: Containment Attachment	
- Product Data: Black Beauty	
- Product Data: Dust Collector	



Should your coating operation require containment of environmentally sensitive waste or is hindered by wind-driven blasting debris and painting overspray, you should consider the numerous advantages offered by using **TEPE Containment Systems** by Eagle Industries.

TEPE provides the contractor the ability to mechanically raise and lower the blast enclosure at a moment's notice. **TEPE's** cable network is suspended from its outriggers that are cantilevered above and beyond the exterior diameter of the structure. A safe working environment is maintained by keeping the containment material from coming in contact with either workers or structure. Having the ability to quickly lower the containment enclosure reduces the wind stress factor on your enclosure and structure as field conditions dictate.

Short of scaffolding your structure, **TEPE** provides the painting contractor time to do what he does best -- Paint!



NOTES:

- Attachment plate lugs to remain on tank at completion of project.
- Attachment plate lugs will receive the same surface preparation and paint system as the exterior tank surfaces.

Drawing; Containment Attachment



Reed Minerals

Harsco

BLACK BEAUTY® COAL SLAG ABRASIVE SPECIFICATION SHEET

RMS AGGREGATE

MEMPHIS

2170 Plant Road P.O. Box 9454

Memphis, TN 38109

PHONE: 901-789-0700

FAX: 901-785-2896

UTILITY BB1040	Coarse grade BLACK BEAUTY® coal slag abrasive for tough blasting jobs, when a rough profile is required, or for special applications; HEAVY RUST, THICK & TOUGH COATINGS, MASTICS, TANK LININGS, SHIPS & BARGES, CONCRETE.
MEDIUM BB1240	Medium grade BLACK BEAUTY® coal slag abrasive for general purpose repair and maintenance blasting; REMOVAL OF PAINT AND RUST, STRUCTURAL STEEL, MILL SCALE, GENERAL PURPOSE, AGGREGATE EXPOSURE.
FINE BB2040	Fine grade BLACK BEAUTY® coal slag abrasive for new construction, light paint and rust removal, and for special maintenance applications requiring reduced profiles; BRIDGE MAINTENANCE, LIGHT MILL SCALE, LIGHT PAINT AND RUST, NEW STRUCTURAL STEEL.
EX - FINE BB3060	Extra fine grade BLACK BEAUTY® coal slag abrasive to clean surfaces and create a smooth finish, Brush-Off Blast, or in a high-pressure water blast system.

BLACK BEAUTY® COAL SLAG ABRASIVE GRADATION SPECIFICATIONS

TYLER/U.S.	UTILITY	MEDIUM	FINE	EX-FINE
No. 4/4	- 0 -			
No. 6/6	0 - 2	- 0 -		
No. 8/8	0 - 15	0 - 1		
No. 10/12	45 - 75	0 - 10	- 0 -	
No. 14/16	10 - 35	20 - 45	0 - 2	- 0 -
No. 20/20	0 - 10	20 - 45	0 - 15	0 - 2
No. 28/30		0 - 25	30 - 50	0 - 5
No. 35/40		0 - 10	20 - 45	
No. 48/50			0 - 15	
No. 65/70				
No. 80/80				78 - 100
No. 100/100				
No. 200/200				0 - 10
PAN	0 - 5	0 - 5	0 - 10	0 - 5



Advanced Recycling Systems, Inc.

Designers and Builders of Mobile Blasting Systems

4000 McCARTNEY ROAD • LOWELLVILLE, OHIO 44436 • Tel. (330) 536-8210 • FAX (330) 536-8211

www.arsrecycling.com

20,000 CFM Dust Collector at 16" wg.



- **15 ft. Deck**
- **Long Life Filters**
- **Hydraulic Auger**
- **Diesel or Electric**



Advanced Recycling Systems, Inc.

Designers and Builders of Mobile Blasting Systems

4000 McCARTNEY ROAD • LOWELLVILLE, OHIO 44436 • Tel. (330) 536-8210 • FAX (330) 536-8211

www.arsrecycling.com

20,000 CFM DUST COLLECTOR

SPECIFICATIONS

AIR RATE PER UNIT	20,000 CFM @16" wg.
CARTRIDGE EFFICIENCY	99.9% @ 0.5 microns
ARRANGEMENT OF ELEMENTS	Vertical
CARTRIDGE CLEANING	Ram Injection Pulse
FILTER MEDIA AREA	6,300 sq. ft.
AIR-TO-CLOTH RATIO	3.1 TO 1
DUCTING CONNECTIONS	2 @ 20" Diameter
FAN	Class IV Non-overloading Type "C" Spark Resistant
DRIVE UNIT	110HP Diesel or 75HP Electric
FUEL TANK	75 Gallon
AUGER DRIVE	Hydraulic
DECK LENGTH	15ft.
DIMENSIONS	19'L x 8' W x 12'H
BRAKES	Electric
OPTIONS:	Dual Rear Inlets Hydraulic Air compressor Electric Motor (110HP)

Specifications are subject to change without notice.

Nothing contained in this brochure is intended to extend any warranty or representation, expressed or implied, regarding the products described herein.



Utility
Service
Group

Utility Service Co., Inc.

Water Tank Maintenance Contract

Owner: Town of Purcellville
Purcellville, Virginia

Tank Size/Name: 200,000 Elevated – Maple Avenue Tank

Location: 311 Maple Avenue North

Date Prepared: December 8, 2015



WATER TANK MAINTENANCE CONTRACT

This Contract entered into by and between the **Town of Purcellville, whose business address is 221 South Nursery Avenue, Purcellville, Virginia 20132** (hereinafter referred to as "the Owner") and Utility Service Co., Inc., whose business address is 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309 (hereinafter referred to as "the Company").

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the parties agree as follows:

The Owner agrees to engage the Company to provide the professional service needed to maintain its **200,000** gallon water storage tank located at **311 Maple Avenue North, Purcellville, Virginia 20132** (hereinafter "tank").

1. Company's Responsibilities. This Contract outlines the Company's responsibility for the care and maintenance of the above described water storage tank. Care and maintenance include the following:

- A. The Company will annually inspect and service the tank. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.
- B. Biennially, beginning with the first washout/inspection, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.
- C. The Company shall furnish engineering and inspection services needed to maintain and repair the tank and tower during the term of this Contract. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets.

D. The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting is to be determined by the thickness of the existing liner and its protective condition. When interior repainting is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area. The need for exterior painting is to be determined by the appearance and protective condition of the existing paint. At the time the exterior requires repainting, the Company agrees to paint the tank with the same color paint and to select a coating system which best suits the site conditions, environment, and general location of the tank. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the **State of Virginia**, the American Water Works Association, and the Society for Protective Coatings as to surface preparation and coating materials.

E. A lock will be installed on the roof hatch of the tank.

F. The Company will provide emergency services, when needed, to perform all repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the tank site.

G. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the tank is being serviced.

H. The Company will furnish current certificates of insurance coverage to the Owner.

2. **Contract Price/Annual Fees.** The tank shall receive an **exterior renovation, interior renovation 100% Solids Epoxy, mixing system installation and repairs** prior to the end of Contract Year 1. The first **(1) annual fee shall be \$369,999.00**. The annual fee for Contract Year 2 shall be **\$8,163.00** per Contract Year. Each anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The adjustment of the annual fee shall be limited to a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract. A "Contract Year" shall be defined as each consecutive 12-month period following the first day of the month in which the Contract is executed by the Owner and each subsequent 12-month period thereafter during the time the Contract is in effect. For example, if a contract was signed by an Owner on April 17, 2012, Contract Year 1 for that contract would be April 1, 2012 to March 31, 2013, and Contract Year 2 for that contract would be April 1, 2013 to March 31, 2014 and so on.

3. **Payment Terms.** The annual fee for Contract Year 1, plus all applicable taxes, shall be due and payable upon completion of the initial exterior renovation and/or interior renovation. Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year, thereafter. (Note: Due to the length of time that it takes to perform the initial renovation project, it is possible that two (2) annual fees could fall within one budget year for the Owner). Furthermore, if the Owner elects to terminate this Contract prior to remitting the first **four (4)** annual fees, then unpaid balance of the first **four (4)** annual fees shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.

4. Structure of Tank. The Company is accepting this tank under program based upon its existing structure and components. *Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.*

5. Environmental, Health, Safety, or Labor Requirements. The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of this Contract. Said modification of this Contract will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

The parties agree that the Company's annual fees are based on the Owner's representation that the work to be performed under this Contract is not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for annual fees.

6. Excluded Items. This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at anytime during the term of the Contract, except for the initial renovation; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tank; (9) any latent defects of the tank or its components (i.e., corrosion from the underside of the floor plates or corrosion in areas not accessible to maintain); (10) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank; or (11) payment of prevailing wages at any time during the term of the contract.

7. Termination. The Owner shall have the right to continue this Contract for an indefinite period of time providing payment of the annual fees is in accordance with the terms herein. This Contract is subject to termination by the Owner only if written notice of intent to terminate is received by the Company ninety (90) days prior to the first day of the upcoming Contract Year. Notice of Termination is to be delivered by registered mail to Utility Service Co., Inc., Attention: Customer Service, P O Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's management and/or Commissioners.

8. Assignment. The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract. Any attempted assignment by Owner in violation of this provision will be void and of no effect.

9. Indemnification. THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES.

10. Assignment of Receivables. The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any loans or lines of credit.

11. Miscellaneous Items. No modifications, amendments, or alterations of this Contract may be made except in writing signed by all the parties to this Contract. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them.

12. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

13. Visual Inspection Disclaimer. This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, corrosion in areas not accessible to maintain, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).

This Contract is executed and effective as of the date last signed by the parties below.

OWNER:

Town of Purcellville

By: _____

Title: _____

Print Name: _____

Date: _____

Witness: _____

Seal:

COMPANY:

Utility Service Co., Inc.

By: _____

Title: Senior Vice President of Operations

Print Name: Donald G. Belcher

Date: December 8, 2015

Witness: _____

Seal:



STAFF REPORT
ACTION ITEM

Item #11g

SUBJECT: Forestry Stewardship Plan
DATE OF MEETING: January 12, 2016
STAFF CONTACT: Alex Vanegas, Director, Public Works

SUMMARY and RECOMMENDATIONS:

As part of the requirements of the restrictions imposed upon the reservoir property as part of the conservation easement with the Virginia Outdoors Foundation (VOF), the Town is required to employ best management practices associated with the management of forest on the property when any timber harvest activity is undertaken. To comply with the aforementioned agreement, staff would like to submit the Forestry Stewardship Plan to the Grantee (VOF) for approval to conduct good forestry management by performing selective cuts of sections of the property. Staff recommends submitting this document to VOF for approval.

BACKGROUND:

On March 27th, 2009, the Town entered into a deed of gift of easement with the VOF for 1,272.24 acres of Town owned property designated as PIN 603-29-8114, 577-15-9687, 577-36-1114, 577-36-2654 and 578-36-9285 in Loudoun County. The purpose of the easement was to preserve and protect the conservation value and water supply by limiting activities that could be conducted on the property.

ISSUES:

According to the conservation easement, the Town shall submit this Forestry Stewardship Plan to VOF at least 30 days prior to any material timber harvest. Once approved, staff will work with adjacent property owners, a consultant to identify trees to be removed and bid out selective cuts as part of the good stewardship to ensure long term health of the forest

on the aforementioned property. The last time the town performed this activity was in 2000.

BUDGET IMPACT:

The order of magnitude estimate provided by the consultant is an increase in revenue for the Town of approximately \$147,000 for this fiscal year.

LEGAL REVIEW:

The Town Attorney was provided a copy for review on November 30, 2015.

MOTION:

“I move that the Purcellville Town Council approve the Forestry Stewardship Plan and authorize staff to submit the document, as shown in Attachment 1 to the Virginia Outdoors Foundation for approval.”

ATTACHMENT:

1. Forest Stewardship Plan (dated October 19, 2015)

A FOREST STEWARDSHIP PLAN

FOR

**Town of Purcellville
Department of Public Works
221 South Nursery Avenue
Purcellville, VA 20132
540-338-5024**

**Purcellville Watershed
Loudon County, Virginia
1263 Acres by Description
1257 Wooded Acres**

BY

**SIRNA APPRAISALS & NATURAL RESOURCES
P.O. BOX 12
BUNKERHILL, WV 25413
(304) 229-0900**



Appraisal & Natural Resources, LLC

334-229-0903 Office

334-229-1203 Fax

P.O. Box 12

Bunker Hill, WV 25413

October 19, 2015

Town of Purcellville
Department of Public Works
221 South Nursery Avenue
Purcellville, VA 20132

Dear Sir/Madam:

Forest management is the art, science and business of managing a forest for its most productive and beneficial use based on the landowner's goals and objectives. To you, a private property owner, this means a professionally prepared plan to use as a guide in making every acre of your land as productive as possible. It is important to realize that it will take time and some investment on your part to achieve your goals and objectives. Forest Management operations are long term and the interval between harvest cuts may span two or three generations. The information in this plan is in two components. First is a customized plan that describes your property and includes specific management options and recommendations. The second component contains reference material that may assist you in the management of your property.

This plan should be valid for the next ten years; however, market changes, new developments in forest management or any unusual circumstances such as forest fires, insects and/or disease attacks may warrant a revision. Other economic or even personal factors could develop that might alter or change your primary goals. However, one of the virtues of professional forest management is its flexibility and a call to your Professional Forester will result in professional advice about changing circumstances.

In our opinion, desire to professionally manage your timber land will not only lead to a better and more productive forest for you and your family, but it will help insure the future economy of the Commonwealth of Virginia.

Sincerely yours,

A handwritten signature in blue ink that reads "David A. Sirna, Sr.".

David A. Sirna, Sr. ACF

Jeffery Hutchinson, ACF

GENERAL WOODLAND DESCRIPTION AND LANDOWNER OBJECTIVES

The property is located in Loudon County of the Commonwealth of Virginia. (Tax Map Parcels 576281875, 577362654, 577361114, 577159687, 603298114) The nearest town is Purcellville which is approximately six and one-quarter miles to the south-east of the property. Blue Ridge is the dominant topographic feature on the tract as the property spans from the base of the ridge to near the peak of the ridge. The property contains the headwaters of North Fork of Catoctin Creek as well as frontage along the Appalachian Hiking Trail which follows peak of Blue Ridge.

This woodlot is typical for the area. Historic uses likely included pasture and farmland in the lower elevations with the majority of the property having been historically wooded acreage. More recent woodland management history includes thinning for stand improvement. The current wooded area is divided into four different timber stands primarily based on site conditions and stand composition. Detailed descriptions of each type are included in this report

STEWARDSHIP ACRES

By description these parcels contain 1,263 acres. Forested acres total 1257 acres. Other acreage includes the ponds and opens areas around the ponds.

LANDOWNER GOALS

The landowner wishes to manage the woodland as a multiple use forest with an emphasis on protecting the water sources utilizing Best Management Practices to gradually increase the overall health and value of the timber stand. The property is primarily utilized as a water source for the town of Purcellville and recreational activities including hunting and fishing. Improved access from the construction of logging roads would also provide increased recreational opportunities for landowners.

BOUNDARIES

The exterior boundaries have been surveyed and evidence of flagging, paint and old fences were periodically evident. There are posted signs near most of the boundaries and the boundary against the Appalachian Trail easement is well marked. Survey maps provided by owner indicate a total of 1,263 acres ownership. This would appear to include the easement for the Appalachian Trail along the top of the mountain.

ACCESSIBILITY

Access is fair via right-of-ways across gravel farm lanes. Access for large trucks is likely limited due to one access road which utilizes the dam for access and one that contains a sharp

turn at its entrance.

INTERACTION WITH SURROUNDING PARCELS

The parcels are mostly wooded mountain land as are the adjoining parcels to the north and south. The Appalachian Trail along Blue Ridge is a major recreational regional asset. The parcels adjoining to the east are mostly farms and rural home sites. To the west of the parcels and on the other side of the trail is a large wooded development that is generally not visible from the property. The areas adjacent to the trail are protected by easement which also limits any effect management activities on the property would have on the adjoining development to the west. The adjoining parcels north and south are very similar in composition to the subject tract providing a large contiguous wooded area. The adjoining farms are generally open in contrast. Management activities on the watershed property if done in stages should have little adverse effect on adjoining parcels.

TOPOGRAPHY AND SOILS

For soils information, refer to the soils map and woodland suitability information summarized from Soil Conservation Service Information. There were no unique areas requiring special attention noted during the review

Resource Management

Timber

The primary objective is to formulate recommendations designed to assist the woodland owner in meeting their goals while improving the quality of individual trees and developing a stocking of trees in each stand which will adequately maintain site productivity. Growth should be concentrated on the better quality trees where maximum returns from wood products and associated forest benefits can be realized. Employment of cultural treatments on the better woodland sites will also shorten the time necessary to produce a high quality saw log or veneer product. Maximum benefits can be obtained by frequent treatments of each stand to maintain the best stocking of crop trees over the entire rotation. The variety of stands provides the opportunity to provide the landowner with a stratified forest maintaining and improving the varied habitats already present. Treatments should be considered within the next five years to thin some stands to improve tree vigor and encourage mast production.

Wildlife

The varied timber stands provide suitable habitat for a variety of game and non-game species. The riparian zones along the ponds provide feeding areas for several species including bald

eagles. Geese and ducks also find the pond area suitable habitat. No threatened or endangered species were observed during this review. Further information on managing for wildlife can be found at the Virginia Division of Natural Resources Wildlife Section. A listing of threatened or endangered species for Virginia is included in the appendix of this report.

Soil and Water Conservation

The tract's main use is as a water supply for the town of Purcellville. As such, conservation and protection of the water resource is of first importance when any management option is considered. Maintaining good forest watershed conditions lies in proper management of the forest floor. Even when disturbed, forest litter effectively reduces soil movement and excessive surface runoff. Buffer areas around the springs and water courses should be well established prior to an activity occurring. Wooded buffer zones along streams and ponds can be classified as riparian forests. Studies have shown that riparian forests as narrow as 50 feet in width can completely remove excess nitrogen as it moves from farm fields through the forests to the adjacent stream. These forested areas also filter sediments and phosphorus, thereby acting as buffers to nutrient inputs to streams. Tree roots help stabilize streambanks by holding soil in place. Riparian forests also lower flow velocities, causing sediment to settle out. The most important role of the riparian forest is the uptake and long-term storage of nutrients in its woody material.

Guidelines for these areas are outlined later in this report. See appendix for a detailed description of soil types and their characteristics present on the tract.

Recreation

The road network provides limited access to the property for recreational use though future timber sales should provide for increased access. That portion of the Appalachian Trail along Blue Ridge traversing the property provides a national recreational resource. The areas of the property adjacent to the trail have been protected by easement.

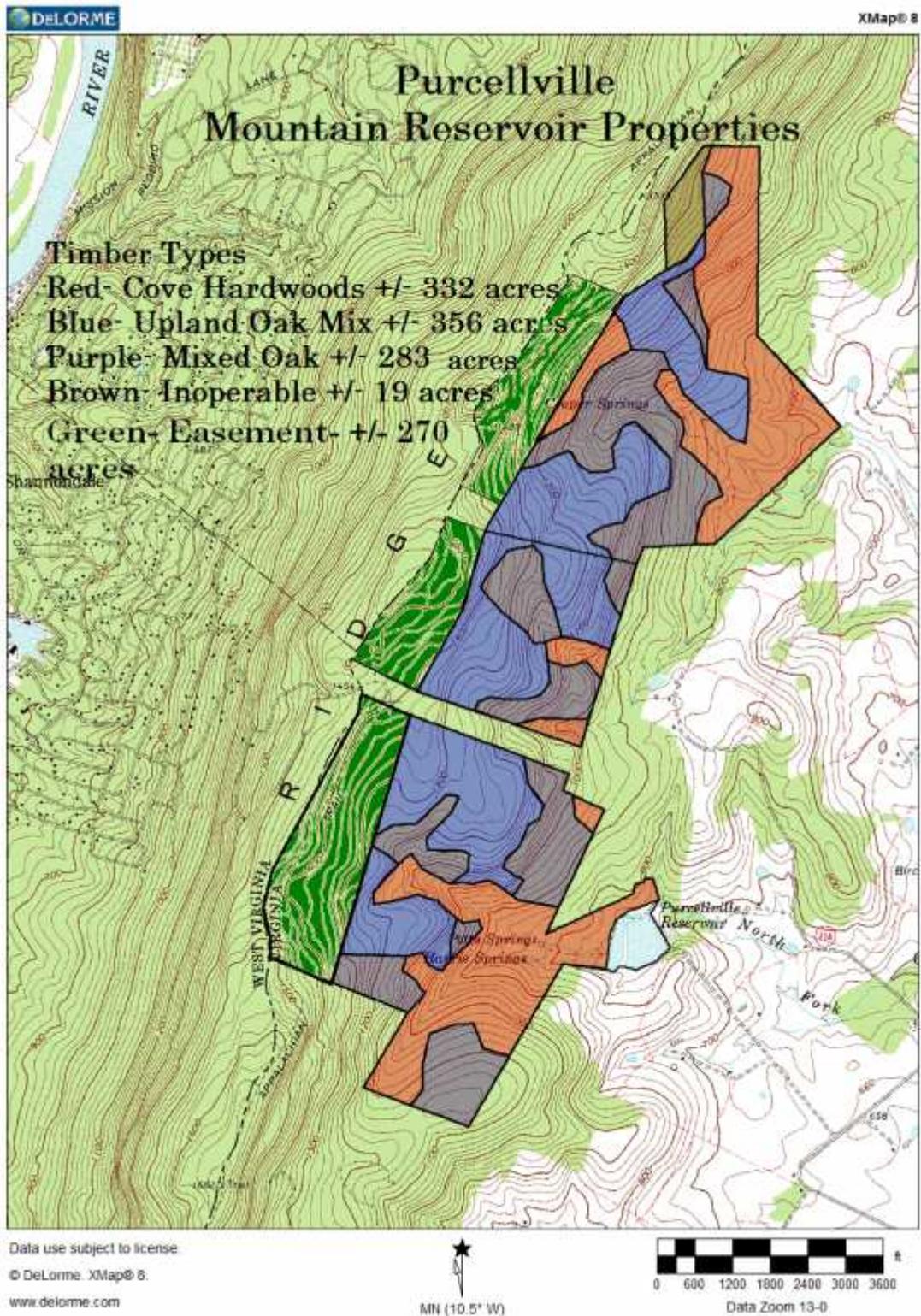
Archeological, Cultural, and Historic Sites

None of these resources were observed on the property during this review.

SITE CLASS/PRODUCTIVITY

Site class is closely related to site productivity. The site classes used for this plan are derived primarily from soil productivity information obtained on soil maps developed for your county by the NRCS of USDA. Site classes are closely related to available moisture and natural fertility. Generally, the better sites are in the bottoms, hollows and on the northern slopes while the poorer sites are on the ridges and southern slopes. Site index rating is the total heights of a

tree at age 50. The higher the number of the site index, the more productive the soil. The general site class/productivity for this property is fair to good.



FOREST TYPES

A pure forest stand is considered to be one in which 80% or more of the trees in the main canopy of the crown are of the same species. In a mixed stand, no species makes up more than 80% of the main crown canopy.

To use a tree species name in the forest type, that species must comprise at least 20% of the basal area in the stand. For example an Oak-Hickory (O-H) type of forest stand must comprise at least 20% of the stand in Oak and 20% in Hickory. The forest type, therefore, reveals the species of tree existing most in each stand. This property consists of mixed oaks characterized by White, Black, Chestnut and Scarlet oaks with Hickory, Virginia pine, White Ash, Red Maple, and Miscellaneous as secondary species. The timber types for each stand in this property are mapped on the Condition of Boundaries, Size Class, and Stand Type map located on page 06. The operational stand map is located on page 47 and depicts how the stands will be delineated for operational purposes.

Timber Type Descriptions

Type 1 (Red)

Acres: 332

Forest Type: Cove Site- Yellow Poplar comprises over 50% of stand

Size: Pole-sized to Medium Saw Timber

Average Age: +/- 60 years

Site Index: 80+

Quality: Good to Excellent

Trees per Acre: Adequately stocked

Growth Rate: Excellent

Stand Description

This is a well-stocked even aged cove hardwood stand with large saw timber. It contains some of the best quality hardwoods and an above excellent site index capable of good productivity. The under story in this stand contains some desirable regeneration where openings were created during the last harvest. Yellow poplar is the dominant species with chestnut oak, red maple and red oak occurring frequently as well. Secondary species include: black oak, hickory, ash, black gum and white oak.

Recommended Treatment

This stand could be harvested sometime in the next 5 years. The very largest and mature trees

along with diseased and damaged trees should be selected. Harvesting scattered groups of the large trees will create opening where shade intolerant species such as yellow poplar and red oak will have a chance to be established. Areas where reproduction has started should be released. As this type borders many of the stream corridors on the site care should be taken to protect those areas during any management activity.

Type 2 (Blue)

Acres: 354

Forest Type: Upland Oak Mix – Chestnut oak and scarlet oak are dominant species

Pole-sized to Small Saw Timber Sized

Average Age: +/- 60 years

Site Index: 50+

Quality: Poor to Fair

Trees per Acre: Adequately stocked

Growth Rate: Poor to Fair

Stand Description

This is an adequately stocked upland oak stand comprised primarily of pole sized and small saw timber sized trees. Some scattered saw timber sized trees are present but the majority of the larger trees are culls due to past fire damage. Mostly found on the upper slopes of the tracts the topography is generally gently sloping with areas of steep ground near the rock outcrops. Chestnut oak and scarlet oak are the dominant species but in general the trees are poorly formed and of low quality. Secondary species include: red maple, red oak, black gum and various hard pine species.

Recommendations

This type is generally not economical feasible for timber harvesting. Most of the value is in pulp wood and an operator specializing in pulpwood operations would be needed. Areas could be selected periodically for small clear cuts which would provide early successional habitat for wildlife.

Type 3 (Purple)

Acres: 283

Forest Type: Mixed Oak – Good quality chestnut oak and red oak are dominant

Poles to Large Saw Timber Sized

Average Age: +/- 80 years

Site Index: 75+

Quality: Good to Excellent

Trees per Acre: Adequately stocked

Growth Rate: Fair to Good

Stand Description

Type 1 is typically located mid-slope on the tract on side hills and slopes that are primarily east and south-east facing. This is a well-stocked even aged hardwood stand and contains some of the better quality hardwoods on the tract. Occupying good growing sites on the tract, it has potential to produce quality stems. The type is dominated by chestnut oak with a strong component of red oak. Secondary species include: scarlet oak, black oak, black gum and red maple. The timber is of generally good quality and there are numerous mature sized trees occurring. There are also numerous large dead stems both erect and fallen throughout the stand indicating a fairly heavy mortality event in the past. Most stems appear to have been dead for many years and we suspect the mortality was caused by gypsy moth damage in the early 2000's. There is little under story vegetation in this stand though grapevines are a problem in some locations.

Recommendations

Portions of this stand should be considered for a timber harvest. The over mature trees along with diseased and damaged trees should be selected thinned and an effort made to salvage the remaining value in the standing dead trees. The additional roads needed to access these areas can be incorporated into the recreational possibilities of the parcels.

Stand 4 (Brown)

Acres: 19

Forest Type: Inoperable Areas- Not accessible for timber or other purposes

Saplings and Pole Timber

Average Age: 60 Years

Site Index: 50-70

Quality: Poor to Fair

Trees per Acre: Under-stocked

Growth Rate: Poor to Fair

Stand Description

This area has had heavy mortality and is generally extremely rocky. It has little or no commercial value at this time though it has generally regenerated heavily.

Recommendations

This stand should be left in its natural condition to benefit wildlife.

Type 5 (Green)

Acres: 270

Forest Type: Recreational Protective Easement

Upland Oak Mix – Chestnut oak and scarlet oak are dominant species

Pole-sized to Small Saw Timber Sized

Average Age: +/- 60 years

Site Index: 50+

Quality: Poor to Fair

Trees per Acre: Adequately stocked

Growth Rate: Poor to Fair

Stand Description

This is an adequately stocked upland oak stand comprised primarily of pole sized and small saw timber sized trees. This stand provides a buffer between the watershed and the Appalachian Trail that runs along the ridge. Chestnut oak and scarlet oak are the dominant species but in general the trees are poorly formed and of low quality. Secondary species include: red maple, red oak, black gum and various hard pine species. Due to the restrictions of the easement, the volumes associated with this stand were not considered in the management options nor added into the totals associated with this plan.

Recommendations

Management options are limited to those provided for in the easement agreement. The stand should be monitored for disease and insect infestations but otherwise this stand should be left as a buffer area between the watershed and the trail with no planned management activities.

General Recommendations

GENERAL WILDLIFE MANAGEMENT

Deer pressure seems to be moderate on this tract. It is recommended that the deer pressure be monitored because in five years one doe can add 10 to 15 deer. Too many deer can result in over browsing which leads to the lowering of the carrying capacity (the number of deer that the habitat can support). Efforts should be made to record the number of deer harvested along with their sex, estimate of age, size of antlers, and physical condition so that harvesting levels can be recommended. An overpopulated, un-managed deer herd will reduce the number of desirable seedlings. With proper forest management, a landowner can reap the benefits of both wildlife and wood production. Refer to wildlife management sheets in the appendix.

The presence of bald eagles was noted during the inventory. The eagles use the ponds for feeding. No nesting sites were observed. The riparian areas around the pond and the streams are especially beneficial for wildlife.

GENERAL FORESTLAND RECOMMENDATIONS

Protect all woodland from forest fires, insects, and diseases. Diseased trees should be removed from the stand during cultural treatments. Report all forest fires immediately to the Division of Forestry Forest Ranger or Service Forester for your county or to your local volunteer fire department.

Leave at least three to five standing dead snags or live den trees per acre, for cavity nesting birds and animals.

Mature saw timber, certain undesirable species and most damaged trees should be harvested, leaving a good stocking of immature trees of desirable species for the future stand. However, some large wolf trees, especially good mast producers, should be left to benefit wildlife.

Concentrate cultural work on the better sites first, where the largest increase in benefits for both timber production and wildlife can be obtained.

Water diversion measures (refer to supplemental material) and seeding should be undertaken on constructed log roads and landings to reduce the possibility of erosion and siltation and to create wildlife feeding areas.

Destructive grazing by livestock and deer can be extremely detrimental to forest trees and regeneration. Therefore, livestock grazing of the woodland should be restricted. Control efforts, primarily by controlling hunting pressure, should be considered to maintain population levels of deer compatible with the capacity of the habitat.

Note: Research has shown the hardwood forest can't sustain a population of whitetail deer above about 18 per square mile without damage to the forest and to other wildlife species.

Construct and maintain a good system of forest roads on the property to provide easy access for future woodland management work and serve as firebreaks and access lanes should fire suppression be needed in the future. Properly located roads will significantly increase the value of the property, provide for increased recreational opportunities and, if properly seeded using wildlife mixtures, will greatly benefit many species of birds and animals.

Establish regeneration in open or understocked areas by planting desirable tree species. It is recommended that plantations include more than one tree species to minimize the effects of any disease, insect or browsing problem that may attack a single tree species. Some species recommended for planting include white, red and scotch pines, Norway spruce, yellow poplar and black walnut. Control of competing vegetation in established plantations is desirable and necessary for optimum growth and survival of the planted seedlings.

Various Silvicultural treatments could be conducted over the woodland acreage. These include cleanings in sapling hardwood stands, thinning in pole and light saw timber stands to improve

species composition and stocking of desirable crop trees and crown release cuttings to release desirable regeneration from overtopping cull trees.

Utilize material from thinning operations whenever markets exist for these intermediate products.

Cut climbing vines that are growing on desirable trees. Vines can cause the formation of crooks and forks, thereby reducing the quality and value of future crop trees. However, vines, especially grape vines, provide excellent wildlife food and sometimes cover. Grape vines in low valued tree species should not be cut and if vines have already created an arbor in the tree-tops, they should be left alone; work around these trees.

Maintain wildlife food species such as dogwood, serviceberry, sumac and viburnum, especially around the woodland edge. Border plantings of gray dogwood, chestnut chinquapin, bear oak and other seedlings desirable for wildlife food should be established.

Maintain buffer areas along all well-traveled roads and along streams to maintain aesthetic appeal and to protect streams from siltation or dramatic temperature changes. However, such buffer areas can be harvested or otherwise treated if affected by windstorms, insects, diseases, over maturity or in cases where safety dictates.

Consult a forester whenever questions arise regarding the management of the woodland acreage. Do not sell timber or any forest products without a written agreement or contract (refer to Supplemental Materials). A contract prepared by a forester, when followed, prevents damage to the stand and environment and usually results in better prices.

Consider the lifetime of enjoyment you can receive from a well-managed and improved forest environment. Encourage other woodland owners to adopt forest management programs so they too can provide for the future of the State and future generations. A well-managed forest will provide profits and many other amenities on a perpetual basis.

FOREST MANAGEMENT HARVEST RECOMMENDATIONS

HARVESTING TREES

Commercial harvests can be conducted to remove mature saw timber, trees of poor form or quality and undesirable species. It is recommended that trees to be cut be marked by a professional forester and that a sales agreement be prepared to assure the use of good logging practices (refer to Supplemental Materials). A preliminary cruise of the standing timber has been made along with an estimate of the existing timber volume on the tract and wildlife diversity, recreational potential, and water resources, which stands should be harvested and in what order. The timber related results of this cruise are shown in Table 1 on page 14. The proposed harvest cuts should leave adequate residual volume for another harvest in 10 to 12

years while meeting the Silvicultural needs of the stand and the wildlife needs for the area along with the landowners' objectives and economic desires. The quality of the standing timber should also be improved by these harvest operations, through the removal of a large portion of the undesirable species and trees of poor form or quality.

ROADS

During the course of any harvesting operations undertaken it may become necessary to construct new roads and/or skid roads to provide access to certain stands. The locations of these roads should be planned and laid out prior to harvest. These should be constructed in strategic locations to provide access to the majority of stands for future forest management work (refer to Supplemental Materials). On completing each harvest cut, the roads and landings should be seeded to a mixture of perennial grasses, legumes and appropriate wildlife seed mixtures. Necessary water diversion measures should be installed. Properly maintained access roads will also serve as excellent firebreaks and fire access roads, should the need for fire suppression develop in the future.

These roads also provide opportunities for woodland recreation such as hunting, fishing, horseback riding, etc.

HARVESTING NEAR STREAMS, WETLANDS OR RIPARIAN ZONES

Any harvesting operations or other forest management activities, including road building, that occur in or near streams, wetlands or riparian zones should be conducted with extreme caution.

These areas are frequently critical zones for wildlife and may be used more extensively by a variety of wildlife than any other.

Streams include those that are permanent (perennial) and wet weather (intermittent) in nature; wetlands are lowlands covered with shallow and sometimes temporary waters and those with a water table near the surface, at least part of the year; and riparian zones are areas of vegetation bordering flows, streams, lakes, ponds and marshes.

No-cut buffer strips or only very light selection cuts should be planned along streams. All tree tops should be pulled a minimum of 25 feet from perennial and intermittent streams.

Wetland and riparian zones vary markedly in the amount and type of vegetation present. Wetlands can be predominately forested, occupied by shrubs and grasses or even have emergent or aquatic beds. There are over 200 different species of birds, mammals, reptiles and amphibians in the eastern United States to some extent that depend on wetlands for habitat.

Forested riparian zones along streams provide migration routes for some wildlife species and may, in some areas be the only permanent habitats available to certain others.

Therefore, at least a 15' no cut zone should be maintained. Tree removal is generally not permitted in this zone especially to preserve adequate shading of the stream. A light selection

zone for the next 60' should be used where only minimal numbers of carefully selected trees can be removed.

In situations where a forested buffer along a stream does not exist, one should be created by stopping the present use or by planting a forested buffer. In agricultural use areas a minimum total buffer of 95-100' should be established and maintained. Sometimes narrower buffers are sufficient if they are carefully maintained.

All trees felled into these areas, including the tree-tops should be winched from the area. Equipment should not be permitted within 100 feet of these areas.

**GENERAL INVENTORY INFORMATION
(TABLE 1)**

*Not to be used to sell forest products *

LANDOWNER: Purcellville Mountain Watershed
2015

DATE: October 4,

Type	ACRES	TOTAL BD. FT. VOLUME MBF	TOTAL PULPWOOD VOLUME (cords)	AVE. STAND DIAMETER INCHES	BASAL AREA SQ. FT Per Acre	STOCKING TREES
1	332	4,314 (13,000/Ac)	2,806	12	110	YP, RM, RO, HI
2	353	1,062 (3,008 /Ac)	4,557	9	98	CO, SO, BG, RM, RO
3	283	2,322 (8,205/Ac)	2,392	11	109	CO, RO, RM, SO, BO
4	19	48 (2,526/Ac)	3	9	40	HI, RO, YP, CO
5	270			9	98	CO, SO, BG, RM, RO
TOTALS	1257	7,746,000				

*All Board Foot volumes based on International 1/4 inch rule for tree measurement

** More detailed cruise data is necessary for planning harvests

*** The Volumes for Stand 5 were not considered in this plan due to the easement restrictions.

Landowner Forestry Resources

Virginia Dept. of Forestry in Loudoun County, Virginia

NOVA Work Area: serving the counties of Arlington, Culpeper, Fairfax, Fauquier, Loudoun, Prince William and Rappahannock, and the City of Alexandria

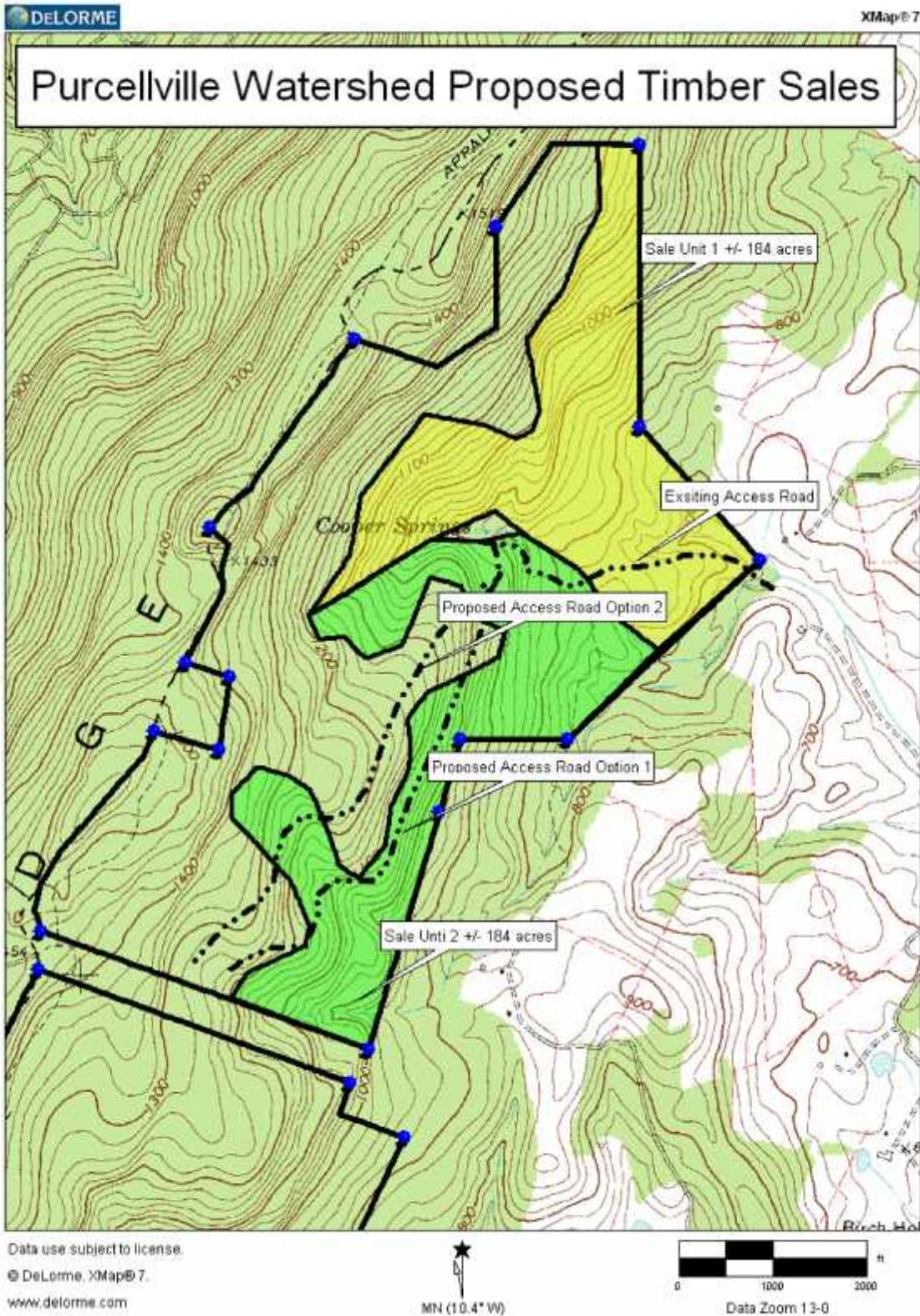
Senior Area Forester: Terry Lasher	Office: 540.347.6305. Cell: 540.270.2396.
Area Forester: Kyle Dingus	Cell: 540.748.9213.
Area Forester: Jeremey Falkenau.	Cell: 540.685.3969.
Area Forester: Joe Rossetti	Cell: 540.359.1693.
Urban Forest Conservationist: Jim McGlone	Cell: 571.512.8525.

Virginia Department of Forestry
675 Frost Avenue
Warrenton, Virginia 20186
Phone: 540.347.6358

Virginia Department of Forestry
12055 Government Center Parkway
Suite 904
Fairfax, Virginia 22035

Phone: 703.324.1489
FAX: 703.324.3914

ADDENDUM



Stand: Volume, Per Acre
 By Product and Species
 DBH classes by 2: 12-29+

Stand Number: 1
 Stand ID: Unit 1

Area (acres): 184.0

#Points: 56

Product Group	Diameter Breast Height (Inches)										Subtotal
	12	14	16	18	20	22	24	26	28+		
Species-Volume Table											
Saw Timber											
Large Sawtimber											
Northern Red Oak-Inter 78	0.0	0.0	281.4	157.6	245.2	74.7	0.0	128.1	0.0	865.0	
Black Oak-Inter 78	0.0	0.0	145.8	162.6	122.6	189.4	75.5	69.0	0.0	761.9	
White Oak-Inter 78	0.0	0.0	0.0	37.2	105.4	0.0	0.0	0.0	0.0	142.6	
Chestnut Oak-Inter 78	0.0	0.0	417.4	323.7	431.7	175.1	114.8	51.1	132.7	1,846.5	
Yellow-Poplar-Inter 78	0.0	0.0	798.4	721.5	958.5	1,270.8	1,019.5	424.8	218.9	5,373.4	
Scarlet Oak-Inter 78	0.0	0.0	92.1	145.9	0.0	0.0	0.0	0.0	0.0	238.0	
Blackgum-Inter 78	0.0	0.0	36.6	0.0	0.0	0.0	0.0	0.0	0.0	36.6	
Small Sawtimber											
Northern Red Oak-Inter 78	101.9	315.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	417.6	
Black Oak-Inter 78	50.9	103.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	156.2	
White Oak-Inter 78	50.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	50.9	
Chestnut Oak-Inter 78	101.9	87.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	189.1	
Yellow-Poplar-Inter 78	50.9	377.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	428.8	
Red Maple-Inter 78	28.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	28.4	
Hickory-Inter 78	25.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	25.5	
Scarlet Oak-Inter 78	50.9	157.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	208.3	
Blackgum-Inter 78	25.5	36.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	60.5	
Total	484.7	1,078.4	1,732.7	1,548.4	1,853.5	1,710.0	1,209.8	607.9	351.6	10,647.1	

PURCELLVILLE SALE UNITS

10/26/2015

Page 1 of 4

Stand: Volume, Per Acre
By Product and Species
DBH classes by 2: 12-28+

Stand Number: 1
Stand ID: Unit 1

Area (acres): 194.0
#Points: 56

Product Group	Diameter Breast Height (Inches)										Subtotal
Product	12	14	16	18	20	22	24	26	28+		
Species--Volume Table											
Pulpwood											
Hardwood Pulpwood											
Northern Red Oak--RGO Cds, Feet to 4"	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.2
White Oak--RGO Cds, Feet to 4"	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.1
Chestnut Oak--RGO Cds, Feet to 4"	0.0	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.1
Yellow-Poplar--RGO Cds, Feet to 4"	0.2	0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.6
Red Maple--RGO Cds, Feet to 4"	0.2	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.3
Ash--RGO Cds, Feet to 4"	0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.3
Hickory--RGO Cds, Feet to 4"	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.1
Scarlet Oak--RGO Cds, Feet to 4"	0.2	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.5
Blackgun--RGO Cds, Feet to 4"	0.2	0.2	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.6
Total	1.4	0.9	0.1	0.2	0.0	0.0	0.0	0.0	0.0	0.0	2.6

Stand: Volume, Per Acre
 By Product and Species
 DBH classes by 2: 12-28+

Stand Number: 2
 Stand ID: Unit 2

Area (acres): 190.0
 #Points: 40

Product Group	Diameter Breast Height (Inches)											Subtotal
	12	14	16	18	20	22	24	26	28+			
Product												
Species--Volume Table												
Saw Timber												
Large Sawtimber												
Northern Red Oak--Intr 78	0.0	0.0	75.2	77.5	238.5	94.7	193.4	0.0	0.0	677.3		
Black Oak--Intr 78	0.0	0.0	286.4	65.9	0.0	0.0	68.6	0.0	120.1	519.0		
White Oak--Intr 78	0.0	0.0	0.0	0.0	0.0	54.9	0.0	0.0	0.0	54.9		
Chestnut Oak--Intr 78	0.0	0.0	700.8	748.1	799.9	498.7	423.8	206.4	0.0	3,377.7		
Yellow-Poplar--Intr 78	0.0	0.0	387.8	274.6	403.8	447.2	204.9	227.8	0.0	1,945.9		
Scarlet Oak--Intr 78	0.0	0.0	128.9	143.5	79.8	54.9	70.2	0.0	0.0	477.2		
Small Sawtimber												
Northern Red Oak--Intr 76	0.0	49.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	49.1		
Black Oak--Intr 76	0.0	61.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	61.7		
Chestnut Oak--Intr 76	213.9	526.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	740.1		
Yellow-Poplar--Intr 76	0.0	123.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	123.5		
Red Maple--Intr 79	0.0	38.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	38.4		
Scarlet Oak--Intr 78	71.3	109.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	180.7		
Aspen--Intr 76	0.0	36.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	36.5		
Total	285.2	944.8	1,559.2	1,309.6	1,520.0	1,150.5	958.8	434.0	120.1	8,292.1		

PURCELLVILLE SALE UNITS

10/26/2015

Page 3 of 4

Stand: Volume, Per Acre
 By Product and Species
 DBH classes by 2: 12-28+

Stand Number: 2
 Stand ID: Unit 2

Area (acres): 180.0
 #Points: 40

Product Group	Diameter Breast Height (Inches)										Subtotal
	12	14	16	18	20	22	24	26	28+		
Product											
Species--Volume Table											
Pulpwood											
Hardwood Pulpwood											
Chestnut Oak--RGQ Cds, Feet to 4"	0.7	0.1	0.1	0.3	0.2	0.0	0.0	0.0	0.0	0.0	1.4
Yellow-Poplar--RGQ Cds, Feet to 4"	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.1
Red Maple--RGQ Cds, Feet to 4"	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.1
Hickory--RGQ Cds, Feet to 4"	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.1
Scarlet Oak--RGQ Cds, Feet to 4"	0.4	0.0	0.0	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.6
Black Locust--RGQ Cds, Feet to 4"	0.0	0.0	0.0	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.2
Aspen--RGQ Cds, Feet to 4"	0.5	0.9	0.3	0.3	0.0	0.0	0.0	0.0	0.0	0.0	2.0
Pine Pulpwood											
Hard Pine--RGQ Cds, Feet to 4"	0.0	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.1
Total	2.0	1.2	0.3	1.1	0.2	0.0	0.0	0.0	0.0	0.0	4.7

Soil Information for All Uses

Suitabilities and Limitations for Use

The Suitabilities and Limitations for Use section includes various soil interpretations displayed as thematic maps with a summary table for the soil map units in the selected area of interest. A single value or rating for each map unit is generated by aggregating the interpretive ratings of individual map unit components. This aggregation process is defined for each interpretation.

Vegetative Productivity

Vegetative productivity includes estimates of potential vegetative production for a variety of land uses, including cropland, forestland, hayland, pastureland, horticulture and rangeland. In the underlying database, some states maintain crop yield data by individual map unit component. Other states maintain the data at the map unit level. Attributes are included for both, although only one or the other is likely to contain data for any given geographic area. For other land uses, productivity data is shown only at the map unit component level. Examples include potential crop yields under irrigated and nonirrigated conditions, forest productivity, forest site index, and total rangeland production under of normal, favorable and unfavorable conditions.

Forest Productivity (Tree Site Index): yellow-poplar (Beck 1962 (350)) (Purcellville Mountain Watershed)

The "site index" is the average height, in feet, that dominant and codominant trees of a given species attain in a specified number of years. The site index applies to fully stocked, even-aged, unmanaged stands.

This attribute is actually recorded as three separate values in the database. A low value and a high value indicate the range of this attribute for the soil component. A "representative" value indicates the expected value of this attribute for the component. For this attribute, only the representative value is used.

MAP LEGEND

Area of Interest (AOI)
 Area of Interest (AOI)

Soils

Soil Rating Polygons

-  <= 80
-  > 80 and <= 83
-  > 83 and <= 87
-  > 87 and <= 90
-  > 90 and <= 95
-  Not rated or not available

Soil Rating Lines

-  <= 80
-  > 80 and <= 83
-  > 83 and <= 87
-  > 87 and <= 90
-  > 90 and <= 95
-  Not rated or not available

Soil Rating Points

-  <= 80
-  > 80 and <= 83
-  > 83 and <= 87
-  > 87 and <= 90
-  > 90 and <= 95
-  Not rated or not available

Water Features

-  Streams and Canals

Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

Background

-  Topographic Map

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at scales ranging from 1:12,000 to 1:24,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Jefferson County, West Virginia
 Survey Area Data: Version 9, Sep 25, 2014

Soil Survey Area: Loudoun County, Virginia
 Survey Area Data: Version 12, Sep 23, 2014

Your area of interest (AOI) includes more than one soil survey area. These survey areas may have been mapped at different scales, with a different land use in mind, at different times, or at different levels of detail. This may result in map unit symbols, soil properties, and interpretations that do not completely agree across soil survey area boundaries.

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Table—Forest Productivity (Tree Site Index): yellow-poplar (Beck 1962 (350)) (Purcellville Mountain Watershed)

Forest Productivity (Tree Site Index): yellow-poplar (Beck 1962 (350))— Summary by Map Unit — Jefferson County, West Virginia (WV037)				
Map unit symbol	Map unit name	Rating (feet)	Acres in AOI	Percent of AOI
BoF	Bagtown-Stumptown-Rock outcrop complex, 25 to 65 percent slopes		0.1	0.0%
SrF	Stumptown-Rock outcrop complex, 45 to 65 percent slopes		0.0	0.0%
TxC	Trego very flaggy loam, 3 to 15 percent slopes, extremely stony		0.1	0.0%
TxD	Trego very flaggy loam, 15 to 25 percent slopes, extremely stony		0.2	0.0%
WnC	Weverton very flaggy loam, 3 to 15 percent slopes, very stony		2.1	0.2%
WoE	Weverton-Rock outcrop complex, 15 to 45 percent slopes, very stony		1.9	0.2%
Subtotals for Soil Survey Area			4.5	0.4%
Totals for Area of Interest			1,245.0	100.0%

Forest Productivity (Tree Site Index): yellow-poplar (Beck 1962 (350))— Summary by Map Unit — Loudoun County, Virginia (VA107)				
Map unit symbol	Map unit name	Rating (feet)	Acres in AOI	Percent of AOI
4A	Hatboro loam, 0 to 2 percent slopes, frequently flooded		1.4	0.1%
10B	Mongle silt loam, 0 to 7 percent slopes, frequently flooded		3.7	0.3%
12B	Rohrersville cobbly silt loam, 0 to 7 percent slopes, occasionally flooded	90	0.0	0.0%
17B	Middleburg silt loam, 2 to 7 percent slopes	88	2.4	0.2%
27C	Flairmont very flaggy loam, 7 to 15 percent slopes	82	174.3	14.0%
29B	Eubanks loam, 2 to 7 percent slopes, stony	85	1.2	0.1%
29D	Eubanks loam, 15 to 25 percent slopes, stony	90	11.0	0.9%

Custom Soil Resource Report

Forest Productivity (Tree Site Index): yellow-poplar (Beck 1962 (350))— Summary by Map Unit — Loudoun County, Virginia (VA107)				
Map unit symbol	Map unit name	Rating (feet)	Acres in AOI	Percent of AOI
40C	Catoctin channery silt loam, 7 to 15 percent slopes	83	17.8	1.4%
40D	Catoctin channery silt loam, 15 to 25 percent slopes	83	85.0	6.8%
40E	Catoctin channery silt loam, 25 to 45 percent slopes	83	25.8	2.1%
43B	Myersville-Catoctin complex, 2 to 7 percent slopes	85	12.0	1.0%
43C	Myersville-Catoctin complex, 7 to 15 percent slopes	95	23.8	1.9%
50C	Stumptown very flaggy loam, 7 to 15 percent slopes	80	49.7	4.0%
50D	Stumptown very flaggy loam, 15 to 25 percent slopes	80	2.8	0.2%
51E	Stumptown-Rock outcrop complex, 25 to 45 percent slopes		244.8	19.7%
52C	Cardiff channery silt loam, 7 to 15 percent slopes		39.9	3.2%
52D	Cardiff channery silt loam, 15 to 25 percent slopes		50.6	4.1%
52E	Cardiff channery silt loam, 25 to 45 percent slopes		37.5	3.0%
55B	Glenelg silt loam, 2 to 7 percent slopes	87	0.1	0.0%
59C	Flairmont very flaggy loam, 7 to 15 percent slopes, very rubbly	80	111.1	8.9%
89D	Weverton very flaggy silt loam, 15 to 25 percent slopes		326.6	26.2%
89E	Weverton very flaggy silt loam, 25 to 45 percent slopes		7.8	0.6%
W	Water		11.4	0.9%
Subtotals for Soil Survey Area			1,240.5	99.6%
Totals for Area of Interest			1,245.0	100.0%

Rating Options—Forest Productivity (Tree Site Index): yellow-poplar (Beck 1962 (350)) (Purcellville Mountain Watershed)

Units of Measure: feet

Custom Soil Resource Report

Tree: yellow-poplar

Site Index Base: Beck 1962 (350)

Aggregation Method: Dominant Component

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

Interpret Nulls as Zero: No

Forest Productivity (Tree Site Index): chestnut oak (Olson 1959 (810)) (Purcellville Mountain Watershed)

The "site index" is the average height, in feet, that dominant and codominant trees of a given species attain in a specified number of years. The site index applies to fully stocked, even-aged, unmanaged stands.

This attribute is actually recorded as three separate values in the database. A low value and a high value indicate the range of this attribute for the soil component. A "representative" value indicates the expected value of this attribute for the component. For this attribute, only the representative value is used.

MAP LEGEND

- Area of Interest (AOI)**
 -  Area of Interest (AOI)
- Soils**
 - Soil Rating Polygons**
 -  <= 74
 -  > 74 and <= 75
 -  > 75 and <= 76
 -  > 76 and <= 77
 -  Not rated or not available
 - Soil Rating Lines**
 -  <= 74
 -  > 74 and <= 75
 -  > 75 and <= 76
 -  > 76 and <= 77
 -  Not rated or not available
 - Soil Rating Points**
 -  <= 74
 -  > 74 and <= 75
 -  > 75 and <= 76
 -  > 76 and <= 77
 -  Not rated or not available
- Water Features**
 -  Streams and Canals
- Transportation**
 -  Rails
 -  Interstate Highways
- Background**
 -  Topographic Map
- Roads**
 -  US Routes
 -  Major Roads
 -  Local Roads

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at scales ranging from 1:12,000 to 1:24,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Jefferson County, West Virginia
 Survey Area Data: Version 9, Sep 25, 2014

Soil Survey Area: Loudoun County, Virginia
 Survey Area Data: Version 12, Sep 23, 2014

Your area of interest (AOI) includes more than one soil survey area. These survey areas may have been mapped at different scales, with a different land use in mind, at different times, or at different levels of detail. This may result in map unit symbols, soil properties, and interpretations that do not completely agree across soil survey area boundaries.

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Table—Forest Productivity (Tree Site Index): chestnut oak (Olson 1959 (810)) (Purcellville Mountain Watershed)

Forest Productivity (Tree Site Index): chestnut oak (Olson 1959 (810))— Summary by Map Unit — Jefferson County, West Virginia (WV037)				
Map unit symbol	Map unit name	Rating (feet)	Acres in AOI	Percent of AOI
BoF	Bagtown-Stumptown-Rock outcrop complex, 25 to 65 percent slopes		0.1	0.0%
SrF	Stumptown-Rock outcrop complex, 45 to 65 percent slopes		0.0	0.0%
TxC	Trego very flaggy loam, 3 to 15 percent slopes, extremely stony		0.1	0.0%
TxD	Trego very flaggy loam, 15 to 25 percent slopes, extremely stony		0.2	0.0%
WnC	Weverton very flaggy loam, 3 to 15 percent slopes, very stony		2.1	0.2%
WoE	Weverton-Rock outcrop complex, 15 to 45 percent slopes, very stony		1.9	0.2%
Subtotals for Soil Survey Area			4.5	0.4%
Totals for Area of Interest			1,245.0	100.0%

Forest Productivity (Tree Site Index): chestnut oak (Olson 1959 (810))— Summary by Map Unit — Loudoun County, Virginia (VA107)				
Map unit symbol	Map unit name	Rating (feet)	Acres in AOI	Percent of AOI
4A	Hatboro loam, 0 to 2 percent slopes, frequently flooded		1.4	0.1%
10B	Mongle silt loam, 0 to 7 percent slopes, frequently flooded		3.7	0.3%
12B	Rohrersville cobbly silt loam, 0 to 7 percent slopes, occasionally flooded		0.0	0.0%
17B	Middleburg silt loam, 2 to 7 percent slopes		2.4	0.2%
27C	Flairmont very flaggy loam, 7 to 15 percent slopes		174.3	14.0%
29B	Eubanks loam, 2 to 7 percent slopes, stony		1.2	0.1%
29D	Eubanks loam, 15 to 25 percent slopes, stony		11.0	0.9%

Custom Soil Resource Report

Forest Productivity (Tree Site Index): chestnut oak (Olson 1959 (810))— Summary by Map Unit — Loudoun County, Virginia (VA107)				
Map unit symbol	Map unit name	Rating (feet)	Acres in AOI	Percent of AOI
40C	Catoctin channery silt loam, 7 to 15 percent slopes	77	17.8	1.4%
40D	Catoctin channery silt loam, 15 to 25 percent slopes	77	85.0	6.8%
40E	Catoctin channery silt loam, 25 to 45 percent slopes	77	25.8	2.1%
43B	Myersville-Catoctin complex, 2 to 7 percent slopes		12.0	1.0%
43C	Myersville-Catoctin complex, 7 to 15 percent slopes		23.8	1.9%
50C	Stumptown very flaggy loam, 7 to 15 percent slopes	77	49.7	4.0%
50D	Stumptown very flaggy loam, 15 to 25 percent slopes	77	2.8	0.2%
51E	Stumptown-Rock outcrop complex, 25 to 45 percent slopes	75	244.8	19.7%
52C	Cardiff channery silt loam, 7 to 15 percent slopes	76	39.9	3.2%
52D	Cardiff channery silt loam, 15 to 25 percent slopes	76	50.6	4.1%
52E	Cardiff channery silt loam, 25 to 45 percent slopes		37.5	3.0%
55B	Glenelg silt loam, 2 to 7 percent slopes		0.1	0.0%
59C	Flairmont very flaggy loam, 7 to 15 percent slopes, very rubbly		111.1	8.9%
89D	Weverton very flaggy silt loam, 15 to 25 percent slopes	75	326.6	26.2%
89E	Weverton very flaggy silt loam, 25 to 45 percent slopes	74	7.8	0.6%
W	Water		11.4	0.9%
Subtotals for Soil Survey Area			1,240.5	99.6%
Totals for Area of Interest			1,245.0	100.0%

Rating Options—Forest Productivity (Tree Site Index): chestnut oak (Olson 1959 (810)) (Purcellville Mountain Watershed)

Units of Measure: feet



STAFF REPORT
ACTION ITEM

Item #11h

SUBJECT: Hirst Farm Well Update

DATE OF MEETING: January 12, 2016

STAFF CONTACT: Alex Vanegas, Director, Public Works

SUMMARY and RECOMMENDATIONS:

Since July 2002, the Town has used the Hirst Farm Well#2 (HF-2) as a groundwater source to be properly treated and distributed to our customers. In July 2015, town staff conducted mandatory source water testing. The initial results of that test indicated the presence of E. Coli. in the source water sample. The treated water sample was absent of any bacteria. The Virginia Department of Health's Office of Drinking Water (VDH-ODW) requested that the Town implement interim and corrective actions to address the situation. Since that time, the Town has administered additional most probable number (MPN) bacti-testing as well as brought in a consultant to provide options for consideration. Due to the cost of some of the alternatives, staff is presenting these to the Town Council for concurrence. Staff recommends employing options #1 & 2 concurrently.

BACKGROUND:

In 2001, the Town hired a consultant to conduct electrical resistivity surveys on the property between the old and new wastewater facilities for siting a new well. Based on the findings, four wells were drilled with the two most favorable being Hirst Farm Well # 2 (HF-2) and Hirst Farm Well #4 (HF-4). Initial drawdown testing supplemented by water

quality testing indicated that the HF-2 was the most productive well. Since that time, the Town has used this well as part of operational source water supply. In July 2015, staff conducted source water sample which indicated that the sample had confirmed presence of E. Coli. The post treatment water samples were absent of any bacteria. VDH indicated that the groundwater may be under direct influence of surface water or (GUDI). This classification would require additional treatment and testing. Throughout the month August, staff conducted MPN testing at the request of VDH. In October 2015, a consultant conducted a video survey and water quality testing of both HF-2 and HF-4.

HF-2 was found to have a shallow fracture zone with a questionable grout seal which could be contributing to the infiltration of surface water. HF-4 was not plumb and misaligned. The grouting around the casing was suspect as well due to the misaligned well. The water quality consisted of heavy iron oxide and low flows which could explain why this well was never placed in service. Analysis of the nearby streamflow showed some correlation of surface water & HF-2 groundwater attributes and parameters during rain events which indicates that there may be some surface water contribution to the ground water supply. On November 30, 2015, the consultant provided two options for consideration along with associated cost of each option. Staff reached out to vendors and researched previous costs for enhanced treatment options. Under the next section is the proposed alternatives and the respective cost and issues associated with each option.

ALTERNATIVES & ISSUES:

All options will require VDH approval:

Option 1: 4 Log Inactivation using enhanced monitoring-~ \$10,000

This option is the least expensive alternative and would require that the Town guarantee to meet 4 Log of Inactivation of Virus Treatment. This sets parameters for chlorine residuals, pH range that vary with different temperatures to ensure proper disinfection. This alternative would require upgrades to the monitoring system for proper recording and enhanced alarm notification. Once provisions are in place we would notify VDH to inspect the facility. If the Town fails to meet this criteria for any reason, the Town must issue a boil water notice to the community whether bacteria are present or not.

Option #2 Rehabilitate, modify and re-develop HF-2~ \$75,000

This alternative entails re-opening water production zones that are plugged, modifying well to seal off zones interpreted to contribute surface water to the impacted well. This allows for recovery of capacity lost over the years due and provides an opportunity for elimination of surface water infiltration if associated with the grouting seal. There is an inherent risk with this option, if the surface water impact is associated with areas below the casing then the town will be in a similar situation with the water quality despite the investment.

Option #3 Site and Develop New Water Production Well~ \$120,000- \$190,000

This strategy would require the Town to conduct electrical resistivity surveys to locate another well site that could be pumped over to the existing Hirst Well treatment facility. The total cost of this endeavor would be dependent on the location of the new well and its proximity to the existing treatment building. Staff advises against this approach due to the fact that electrical resistivity survey was previously conducted and the most favorable sites were located and drilled accordingly.

Option #4 Installation of Enhanced Filter Treatment~ \$258,000

This option would require an enhanced membrane filter to be installed that would provide microbial and turbidity removal. While this would be the most expensive option, this would allow the well to continue to operate even if the water supply is confirmed as GUDI. In addition, this alternative would allow the facility to meet anticipated future Groundwater Disinfection Rule and Surface Water Treatment Rules.

Option #5 Abandon HF-2 and HF-4. ~ \$0.00-\$450,000.

This alternative would require the Town to stop using HF-2 and HF-4 permanently or until such time as the town is dedicated to make the investment. Other water sources can be developed such as the new Nature Park wells to offset the loss in capacity. This would require the town to temporarily or permanently abandon a significant investment in the treatment facility. Staff advises against this approach.

Based on the various alternatives, staff would recommend using options #1 & #2 for the following reasons. With enhanced monitoring (option 1), staff believes we can comply with obtaining the necessary contact times to comply with the 4 Log of Inactivation of Virus Treatment. Furthermore, utilizing the former option along with (option 2), at minimal

provides the opportunity to restore some of the lost capacity that we have experienced over the years due to clogged water production zones. At best case, it could also solve the infiltration from surface water. Exercising both options allows the Town to continue using this water resource and the major investment made in the treatment facility. Long term (5 to 10 years), staff would recommend setting aside funding for option #4 so that future regulations can be met. As technology improves for enhanced membrane filtration, the price of this equipment will continue to decrease over the years so waiting until the option is needed is a prudent approach.

BUDGET IMPACT:

Depending on the option or options that Council recommends for approval the impact could be minimal (no cost) up to \$450,000. Once the best pathway is determined this project could be funded by availabilities that are collected this fiscal year and transferred from the Water Fund reserve account. The options recommended by staff would have an impact to the budget of approximately \$85,000.

MOTION:

“I move that the Purcellville Town Council approve the use of Option(s) # ____ as related to the Hirst Farm Well alternatives and directs the Town Manager to approve funding associated with the respective option(s) to make the necessary improvements needed to place the well back in service once the Town receives VDH-ODW’s approval.”

or

“I move that the Purcellville Town Council approve the use of Option # 5 and directs the Town Manager and staff to abandon HF-2 and HF-4 wells”

ATTACHMENTS:

1. VDH Letter 4 Log inactivation of Virus Treatment Required (dated July 17, 2015)
2. Schematic Drawings HF-2 (dated November 5, 2015)
3. Consultant’s Cost estimate Spreadsheet (dated November 30, 2015)



COMMONWEALTH of VIRGINIA

Marissa J. Levine, MD, MPH, FAAFP
State Health Commissioner

John J. Aulbach II, PE
Director, Office of Drinking Water

DEPARTMENT OF HEALTH

OFFICE OF DRINKING WATER
Culpeper Field Office

400 S. Main Street, 2nd Floor
Culpeper, VA 22701
Phone: 540-829-7340
Fax: 540-829-7337

JUL 17 2015

4-LOG INACTIVATION OF VIRUS TREATMENT REQUIRED

SUBJECT: Loudoun County
WATER: Town of Purcellville
PWSID: 6107600

Mr. Alex Vanegas
Director of Public Works
Town of Purcellville
221 S. Nursery Avenue
Purcellville, VA 20132

Dear Mr. Vanegas:

The results of a triggered source water sample collected on July 9, 2015, and five additional source water samples collected on July 10, 2015, from the Hirst Farm Well #2 all indicate the presence of *E. coli*. In accordance with the Waterworks Regulations 12 VAC 5-590-379, we request that the Town of Purcellville implement interim and corrective actions to address the confirmed *E. coli* contamination of Hirst Farm Well #2. Please review, sign and date the attached Corrective Action Plan (CAP) and return it to this Office no later than July 27, 2015. This CAP commits the Town to implementing 4-Log Inactivation of Virus treatment for this well.

Because the Hirst Farm #2 Well has confirmed *E. coli* contamination, the well's disinfection treatment system must meet the Treatment Technique requirements outlined in section 12VAC5-590-421 of the Virginia *Waterworks Regulations*. This treatment technique includes providing 4-log inactivation of virus and compliance monitoring and reporting.

4-Log Inactivation of Virus Evaluation

We have evaluated the performance of the chlorine disinfection facilities of your waterworks relative to meeting 4-Log virus inactivation described in the Groundwater Rule (GWR). The waterworks appears to provide the required 4-Log virus inactivation, as it is currently configured and operated. A copy of our completed waterworks performance evaluation form is attached for your information. The evaluation was based on the peak flow through the disinfection process, and an assumed minimum water temperature value of 10°C.

In order to consistently achieve 4-log inactivation of virus your waterworks will need to be operated and monitored to assure that the following finished water quality is produced:

- Minimum Free Residual Chlorine Concentration, measured at the entry point sample tap – 0.3 mg/L
- Minimum/Maximum pH Range: 6.0 – 9.0

Please note that the minimum chlorine residual specified above is based on a maximum instantaneous well pumping rate of 46 gpm. Should this rate increase (for example due to well acid cleaning, fracking or well redevelopment), the minimum free chlorine residual concentration would need to be reevaluated. Also note that the chlorine residual is based on the available contact time in the contact pipe (consisting of 76 linear feet of 6-inch pipe and 55 linear feet of 24-inch pipe), prior to the entry point sample tap located inside the treatment building.

Please note that the minimum chlorine residual specified above is for meeting the 4-Log inactivation requirements for viruses. A greater chlorine dosage may be necessary to maintain acceptable chlorine residuals and bacteriological quality in the distribution system than is required to provide 4-Log virus inactivation.

Compliance Monitoring and Reporting Requirements

You must continuously monitor and record the residual disinfectant concentration (i.e., free chlorine) at the entry point tap each day that you serve water from the well to the public. The daily lowest free chlorine disinfectant concentration must be reported on the monthly operations report (MOR) submitted to this office. You will also report on your MOR the instantaneous pumping rate, entry point free chlorine residual using your hand held chlorine test kit and the corresponding free chlorine residual reading from the continuous chlorine analyzer. Note that the monitoring equipment must use analytical methods in accordance with 40 CFR §141.74(a)(2).

The operators of your waterworks will need to closely monitor the entry point free chlorine residual. Failure to maintain adequate chlorine residual for a period of more than four hours is a Treatment Technique violation. Enclosed is a revised monthly operation report (MOR), which will be reviewed by this Office to evaluate compliance with the 4-log virus inactivation Treatment Technique. Use of the enclosed MOR must begin when the Hirst Farm #2 well is placed back on-line. Failure to comply with the treatment technique and compliance monitoring and reporting requirements will be a violation of the *Waterworks Regulations*.

Next Steps

We understand that the Town already has a free chlorine residual analyzer installed and functioning and there already are interlocks and alarms for high and low chlorine residuals. The use of the chlorine analyzer and the related data recording system is now a treatment technique requirement. We recommend that you review the chlorine analyzer and related alarms and data recording system to confirm the setpoints and confirm that it is ready. You may need to update some Standard Operating Procedures. As we discussed, consistent with EPA Method 433, if the daily grab sample differs from the continuous analyzer reading by more than the smaller of ± 0.1 mg/L or 15%, then corrective action will be required.

Following the review, an Office Representative will inspect the installation. Following inspection and satisfactorily addressing any comments or concerns you may place the well back into service. Based on satisfactory completion of the inspection, we will amend your waterworks

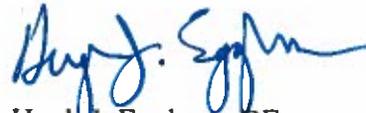
Mr. Alex Vanegas
Page 3 of 3

SUBJECT: Loudoun County
WATER: Town of Purcellville
PWSID#: 6107600

operation permit to include Treatment Technique requirements. Following implementation of the chlorine residual analyzer and the 4-log virus inactivation treatment technique, you may place the well into service, even if you have not completed the required series of 20 MPN samples as part of a program to evaluate the influence of surface water on the well.

Your cooperation during our evaluation is appreciated. Should you have any questions, please feel free to contact Robert D. Edelman, PE, District Engineer.

Sincerely,



Hugh J. Eggborn, PE
Engineering Field Director

RDE: lk

Enclosures: Corrective Action Plan
MOR for Hirst Farm Well #2
4-LOG Virus Treatment Evaluation Form

cc: Brian Lutton (Town of Purcellville) (via email)
Loudoun County Health Department, Attn: Dr. David Goodfriend (via email)
Loudoun County, Attn: Tim Hemstreet (via email)

CORRECTIVE ACTION PLAN
Town of Purcellville

Implement the following interim and corrective actions to address the confirmed *E. coli* contamination of Hirst Farm Well #2.

A. INTERIM ACTION REQUIREMENTS

1. Discontinue use of the groundwater source until such time as the Corrective Action Plan has been fully implemented, or
2. If the well must remain in service because discontinuing use of the source is not a viable option:
 - a. The waterworks owner shall issue a Boil Water Advisory through the public notification procedure in 12 VAC 5-590-540 of the *Waterworks Regulations* until such time as the Virginia Department of Health approved 4-log virus treatment facilities have been installed and are operational.
 - b. Provide emergency chlorine disinfection during the interim period as follows: the free chlorine residual disinfectant concentration at the entry point to the distribution system shall not be less than 2.0 mg/L.
 - c. Chlorine residual in the distribution system shall not be less than 0.2 mg/L.

B. CORRECTIVE ACTION REQUIREMENTS

The following corrective actions and schedules must be followed. As you complete each action item you are required to report in writing the status to VDH.

ACTION ITEM	START DATE	COMPLETION DATE
It has been determined that 4-log virus inactivation in accordance with <i>Waterworks Regulations</i> 12VAC 590-421 can be achieved with the currently installed disinfection treatment system, waterworks piping and associated appurtenances located at the Hirst Farm Well Treatment Facility. When the Hirst Farm Well #2 is placed into service, the Town must continuously monitor and record the residual disinfectant concentration as outlined in the transmittal letter and the <i>Regulations</i> .	Immediately	Target 45 days

The Town of Purcellville agrees to fully implement the above interim and corrective actions to bring the Town's waterworks into compliance with the Treatment Technique requirement of the federal *Groundwater Rule* and section 12 VAC 590-421 of the *Waterworks Regulations*.

Waterworks Owner (Signature)

Date

2015

June

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Date	Hrs.	# Gal.	Chemicals Added				Chlorine				Raw Water							Finished Water							Filter Hours Between.
			Pumping Rate (gpm)	KMnO ₄	F	Cl ₂	Plant Tap Service Tap	pH	Temp.	Alkalinity	Hardness	Iron (mg/l)	Mn (mg/l)	Continuous Analyzer Minimum Free Cl ₂ (mg/L)	Continuous Analyzer Instantaneous Free Cl ₂ (mg/L)	DPD Sample Kit	pH	Temp.	F	Iron (mg/l)	Mn (mg/l)				
1	16	36,400	49	0.00	0.46	1.0	6.7	58	75	115	0.27	0.342	1.00	1.00	1.7	6.7	58	0.87	0.01	0.009	Filter Wash				
2	16	37,000	44	0.00	0.36	1.1	6.7	58	80	153	0.30	0.348	1.10	1.49	1.5	6.7	58	0.71	0.01	0.012					
3	16	38,600	52	0.00	0.40	1.1	6.7	58	75	140	0.27	0.333			2.0	6.7	58	0.74	0.01	0.009					
4	16	37,300	38	0.00	0.52	1.1	6.7	58	82	133	0.27	0.344			2.0	6.7	58	0.94	0.04	0.011					
5	16	35,300		0.00	0.31	1.1	6.7	58	83	131	0.29	0.338			1.9	6.7	58	0.67	0.01	0.014					
6	17	40,000		0.00	0.34	0.8	6.7	58	80	135	0.27	0.340			1.8	6.7	58	0.65	0.01	0.016					
7	17	37,000		0.00	0.34	0.8	6.7	58	80	130	0.29	0.343			2.0	6.7	58	0.68	0.01	0.016					
8	16	36,700		0.00	0.33	0.8	6.7	58	75	136	0.23	0.350			2.1	6.7	58	0.68	0.02	0.011					
9	16	38,200		0.00	0.38	0.8	6.8	58	74	140	0.19	0.343			1.7	6.8	58	0.73	0.02	0.015					
10	16	38,300		0.00	0.37	1.0	6.8	58	75	136	0.24	0.329			2.0	6.8	58	0.71	0.01	0.004					
11	16	37,400		0.00	0.40	0.7	6.8	58	74	142	0.26	0.322			1.9	6.8	58	0.77	0.01	0.014					
12	16	33,800		0.00	0.45	0.6	6.7	58	76	145	0.27	0.345			1.5	6.7	58	0.9	0.01	0.005					
13	17	39,500		0.00	0.54	0.7	6.7	58	79	118	0.22	0.338			1.4	6.7	58	0.92	0.02	0.006					
14	17	42,300		0.00	0.29	0.7	6.7	58	81	127	0.25	0.339			1.5	6.7	58	0.56	0.01	0.008					
15	16	34,800		0.00	0.40	0.6	6.7	58	79	134	0.35	0.349			1.4	6.7	58	0.81	0.02	0.005					
16	16	36,800		0.00	0.33	0.7	6.8	58	74	130	0.27	0.339			1.5	6.8	58	0.67	0.01	0.007					
17	16	42,800		0.00	0.36	0.7	6.8	58	80	144	0.37	0.349			1.5	6.8	58	0.64	0.01	0.011					
18	16	35,100		0.00	0.33	0.8	6.7	58	80	131	0.31	0.340			1.5	6.7	58	0.7	0.01	0.005					
19	16	37,700		0.00	0.43	0.8	7.0	58	76	128	0.32	0.353			2.2	7.0	58	0.8	0.01	0.011					
20	16	35,800		0.00	0.31	0.7	6.8	58	75	142	0.31	0.356			1.8	6.8	58	0.65	0.02	0.010					
21	16	34,500		0.00	0.41	0.7	6.6	58	77	144	0.32	0.340			1.7	6.6	58	0.82	0.01	0.007					
22	16	35,400		0.00	0.36	0.4	6.7	58	76	128	0.45	0.363			1.8	6.7	58	0.74	0.01	0.002	407.5				
23	16	38,000		0.00	0.35	0.8	6.7	58	75	122	0.30	0.340			2.1	6.7	58	0.68	0.01	0.005					
24	16	35,200		0.00	0.43	0.7	6.7	58	77	128	0.30	0.352			1.8	6.7	58	0.84	0.01	0.005					
25	16	36,600		0.00	0.42	1.6	6.7	58	74	124	0.26	0.352			1.9	6.7	58	0.8	0.01	0.013					
26	16	34,800		0.00	0.42	0.6	6.7	58	76	134	0.29	0.348			1.0	6.7	58	0.63	0.02	0.008					
27	16	40,800		0.00	0.46	1.3	6.7	58	78	130	0.34	0.357			2.2	6.7	58	0.79	0.01	0.009					
28	16	35,600		0.00	0.33	1.2	6.7	58	77	138	0.45	0.366			1.7	6.7	58	0.69	0.02	0.009					
29	15	40,400		0.00	0.45	0.2	6.7	58	75	128	0.33	0.362			1.8	6.7	58	0.79	0.01	0.018					
30	15	30,500	44	0.00	0.49	0.6	6.7	58	81	144	0.39	0.372			1.7	6.7	58	1.05	0.01	0.010					
31																									
Total	482.0	1,112,600		0.0	11.8																				
Maximum	17.0	42,800		52	0.5	1.60			83	153	0.45	0.372	1.10	1.49	2.2	7.0	58	1.1	0.04	0.018	407.5				
Minimum	15.0	30,500		38	0.0	0.3			74	115	0.19	0.322	1.00	1.00	1.0	6.6	56	0.6	0.01	0.002	407.5				
Average	16.1	37,087		45		0.39			77	134	0.30	0.346	1.05	1.25	1.7	6.7	58	0.8	0.01	0.010					

Continuous chlorine residual analyzer provided (required for serving >3300 popul)? Yes: X No: _____
 Was continuous chlorine analyzer operational for entire month? Yes: _____ No: _____
 If no, were grab samples collected every 4 hours for no more than 14 days? Yes: _____ No: _____
 Signed: _____
 Printed Name: Brian Lutton
 Title/Operator Class: Class I Operator

4-LOG VIRUS TREATMENT EVALUATION FORM

Evaluator:	RD Edelman	PWSID No.:	6107600
Date:	7/16/2015	Waterworks Name:	Town of Purcellville
GROUNDWATER SYSTEMS : 4-LOG VIRUS TREATMENT EVALUATION For waterworks that disinfect with gaseous chlorine or sodium hypochlorite			
Step 1. Determine CT Credit			
Lowest free chlorine residual, C	0.3	mg/L	
CT from Atmospheric Storage			
1	Minimum Operating Volume, V	_____	gal
2	Peak hourly flow, Q_{pk}	46	gpm
3	Theoretical Contact Time, $T = V/Q_{pk}$	_____	minutes
4	Baffling Factor, BF	_____	
5	Effective Contact Time, $T_{10} = T * BF$	_____	minutes
6	$CT_{atm-storage} = C * T_{10}$	_____	min-mg/L
CT from Pressure Storage			
1	Minimum Operating Volume, V	_____	gal
2	Peak hourly flow, Q_{pk}	_____	gpm
3	Theoretical Contact Time, $T = V/Q_{pk}$	_____	minutes
4	Baffling Factor, BF	_____	
5	Effective Contact Time, $T_{10} = T * BF$	_____	minutes
6	$CT_{press-storage} = C * T_{10}$	_____	min-mg/L
CT from Pipelines			
1	Pipe length, L	76 LF 55.4 LF	76 + 55.4
2	Pipe Diameter, D	6" 24"	6" + 24"
3	Pipe Volume, $V = L * 3.14 * (D/24)^2 * 7.48$	110.9 + 1302 gal = 1413	1413
4	Minimum pipe detention time, $T_{pipe} = V/Q_{pk}$		30.7
5	$CT_{pipe} = C * T_{pipe}$		9.2
Total $CT_{credit} = CT_{pipe} + CT_{atm-storage} + CT_{press-storage}$			9.2
Step 2. Determine $CT_{required}$			
10	Coldest water temperature, t = (if unknown, use default value = 10 °C)	10	°C
On Table below Line A – circle value of coldest water temperature. Line B – circle corresponding = $CT_{required}$			
Step 3. Compare Total CT credit : $CT_{required}$			
Total $CT_{credit} \geq CT_{required}$? (circle answer)		YES	NO

CT Values for 4-Log Virus Inactivation by Free Chlorine, pH = 6.0 – 9.0										
A	Temp °C	1	2	3	4	5	6	7	8	9
B	4-Log Inactivation	11.6	10.7	9.8	8.9	8.0	7.6	7.2	6.8	6.4
CT Values for 4-Log Virus Inactivation by Free Chlorine, pH = 6.0 – 9.0										
A	Temp °C	(10)	11	12	13	14	15	16	17	18
B	4-Log Inactivation	(6.0)	5.6	5.2	4.8	4.4	4.0	3.8	3.6	3.4

MORS indicate a water temperature of 58°F, however this value never seems to change

4-LOG VIRUS TREATMENT EVALUATION FORM

DISINFECTANT RESIDUAL ACHIEVABLE

The following worksheet determines if the required free chlorine concentration can be achieved with the existing facilities to obtain 4-Log Virus treatment.

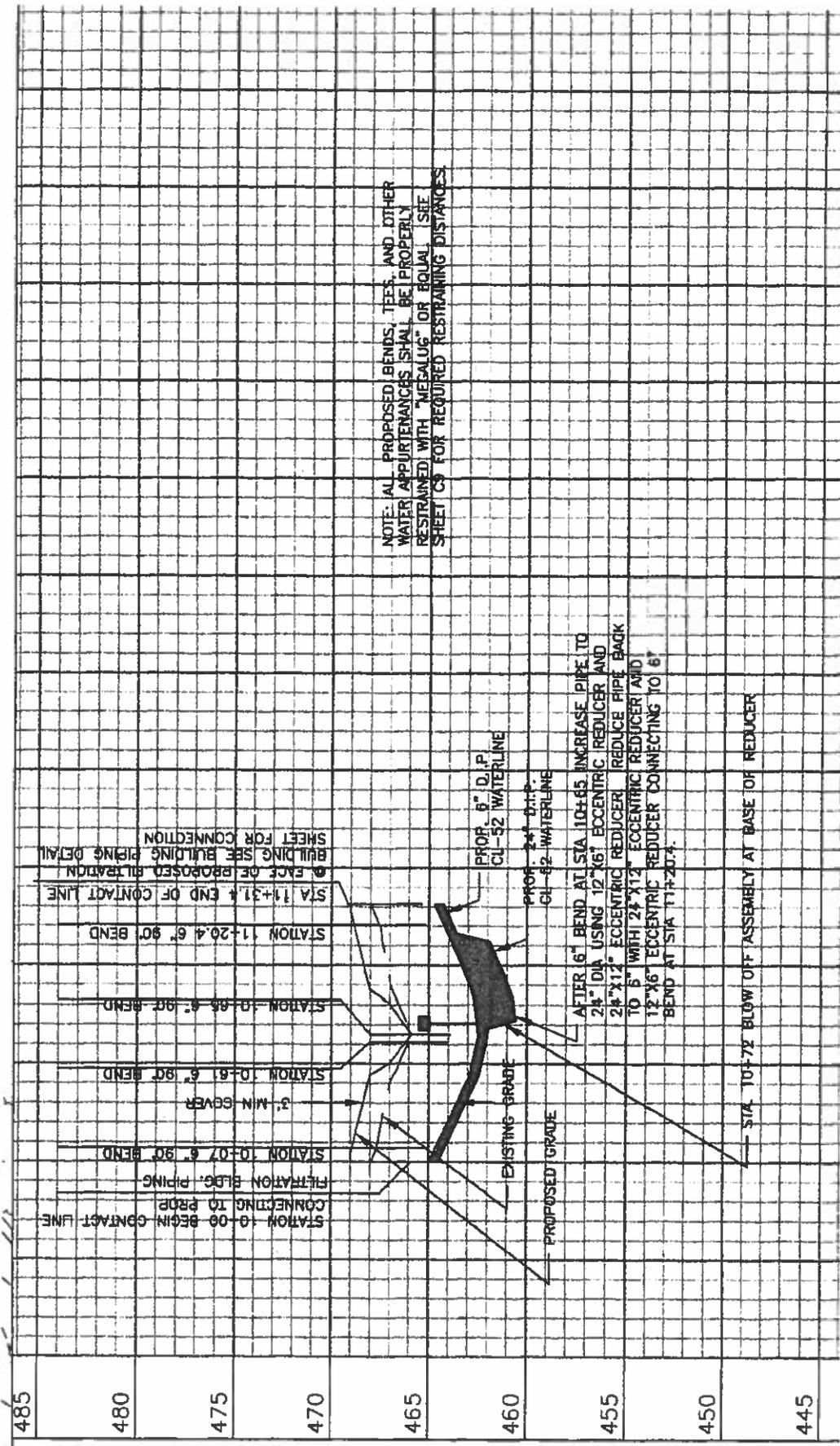
Free Chlorine Residual required, $C_{residual}$ Measurement location: <i>Entry Point</i> (Typically at the Entry Point sample tap)	<i>0.3</i>	mg/L
Chlorine demand, C_{demand} (assume 0.2 mg/L unless actual data is provided)	<i>0.2</i>	mg/L
Peak hourly flow, Q_{pk}	<i>46</i>	gpm
Chlorine feed capacity evaluation: Chlorine solution concentration, C_{soln} <i>12.5% wt. NaOCl</i> Chlorine feed required based on minimum CL residual, Q_{pump} $Q_{pump} = ((Q_{pk} * 1440) * (C_{residual} + C_{demand})) / C_{soln}$		mg/L gpd
Can the waterworks provide the required minimum chlorine dosage? (Q_{pump} must be less than 80% of existing pump capacity)	<u>YES</u>	NO
Is the minimum chlorine residual concentration acceptable to customers?	<u>YES</u>	NO

Waterworks targets a Cl_2 residual of 1.7mg/L and typically obtains a range of 1.0 to 2.0 mg/L free chlorine. This is a factor of 3x to 6x the required Cl_2 residual. The existing Cl_2 feed facilities are adequate.

HIRST WELL

	JULY	JUNE	MAY	APRIL
MAXIMUM				
GPM	44	44	46	46
GPD	48,500	42,800	42,500	46,100
HOURS	17 *	17	17	16

* 15 hrs weekday



STA 11+31.4 END OF CONTACT LINE
 FACE OF PROPOSED FILTERATION BUILDING SEE BUILDING PIPING DETAIL SHEET FOR CONNECTION
 STATION 11-20.4 6" 90° BEND
 STATION 10-65 6" 90° BEND
 STATION 10-61 6" 90° BEND
 3" MIN COVER
 STATION 10-07 6" 90° BEND
 FILTERATION BLDG. PIPING CONNECTING TO PROP.
 STA 10-00 BEGIN CONTACT LINE

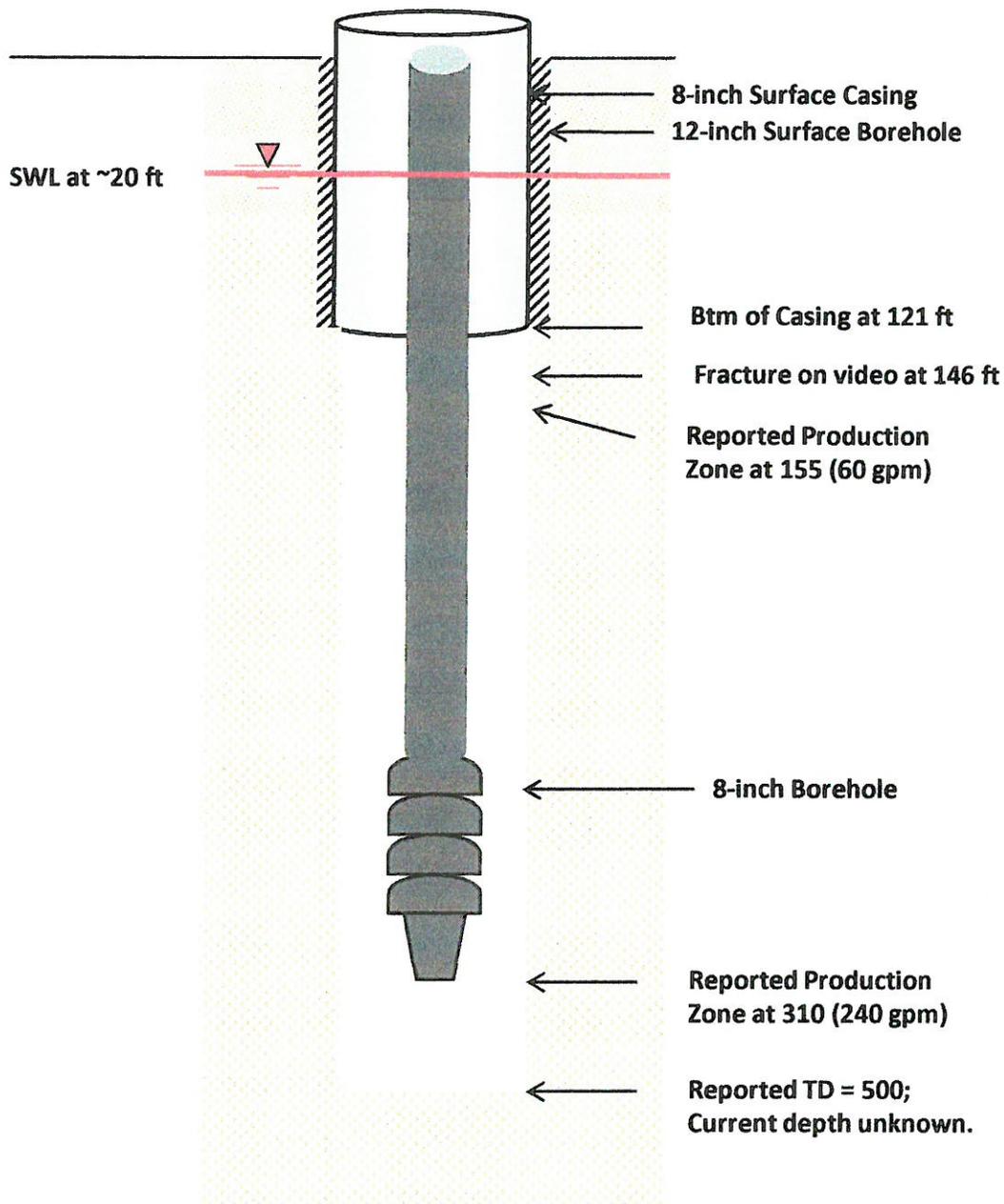
PROF. 6" D.I.P.
 CI-52 WATERLINE
 PROF. 24" D.I.P.
 CI-62 WATERLINE

AFTER 6" BEND AT STA 10+65 INCREASE PIPE TO 24" DIA USING 12"x6" ECCENTRIC REDUCER AND 24"x12" ECCENTRIC REDUCER REDUCE PIPE BACK TO 6" WITH 24"x12" ECCENTRIC REDUCER AND 12"x6" ECCENTRIC REDUCER CONNECTING TO 6" BEND AT STA 10+07.

STA 10+72 BLOW OFF ASSEMBLY AT BASE OF REDUCER

NOTE: ALL PROPOSED BENDS, TEES, AND OTHER WATER APPURTENANCES SHALL BE PROPERLY RESTRAINED WITH 'MEGALUG' OR EQUAL. SEE SHEET C9 FOR REQUIRED RESTRAINING DISTANCES.

485
 480
 475
 470
 465
 460
 455
 450
 445

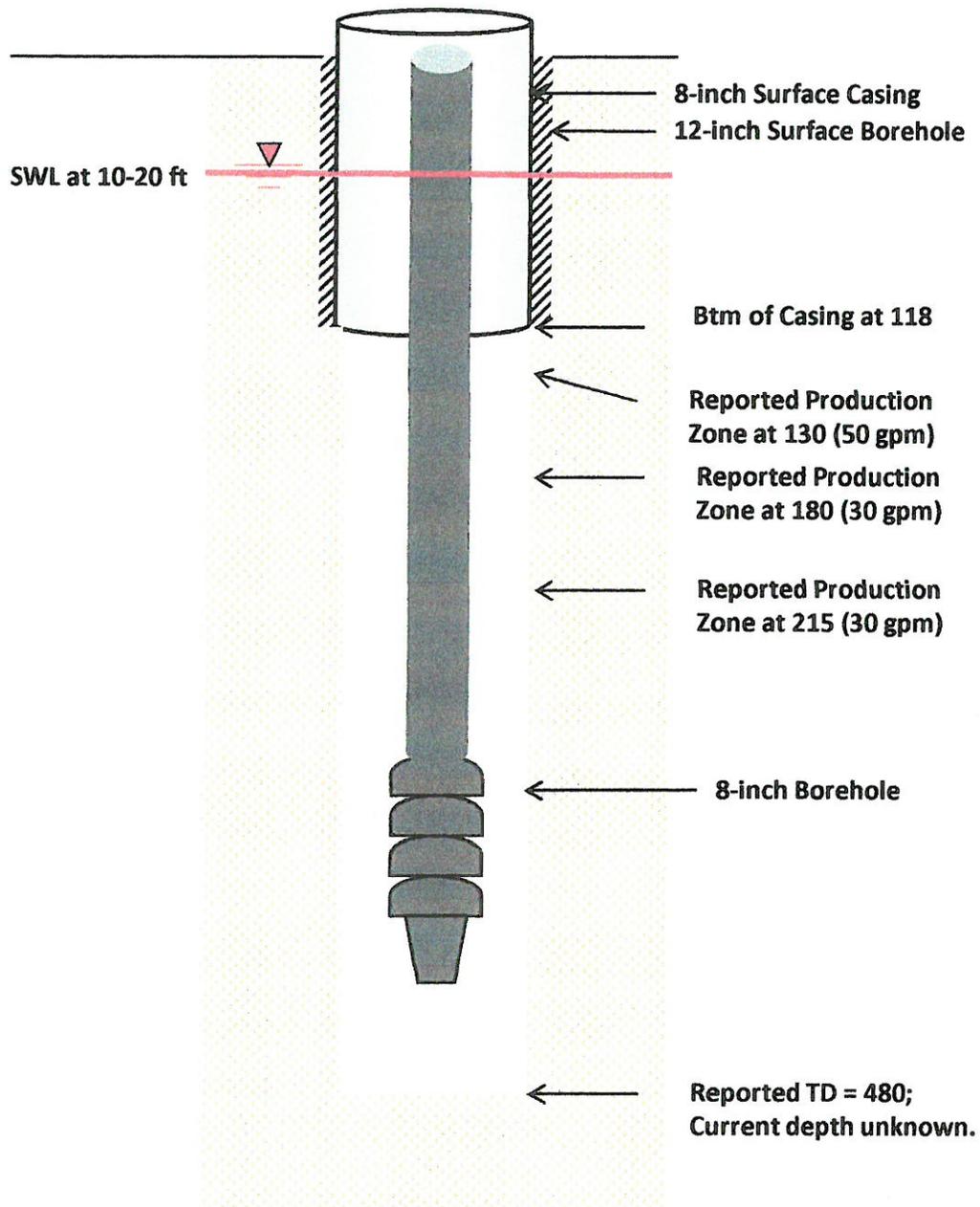


Not to scale

Notes:

- 1 – Video Survey completed in October 2015
- 2 – Video confirmed fracture zone at 146 feet
- 3 – Shallow fracture zone likely responsible for most of flow into well during pumping. Other fracture zones may be plugged.
- 4 – Surface casing appeared in adequate condition; however condition of surface casing grout seal unknown.

**Schematic Drawing
 HF-2
 Draft
 11/5/15**



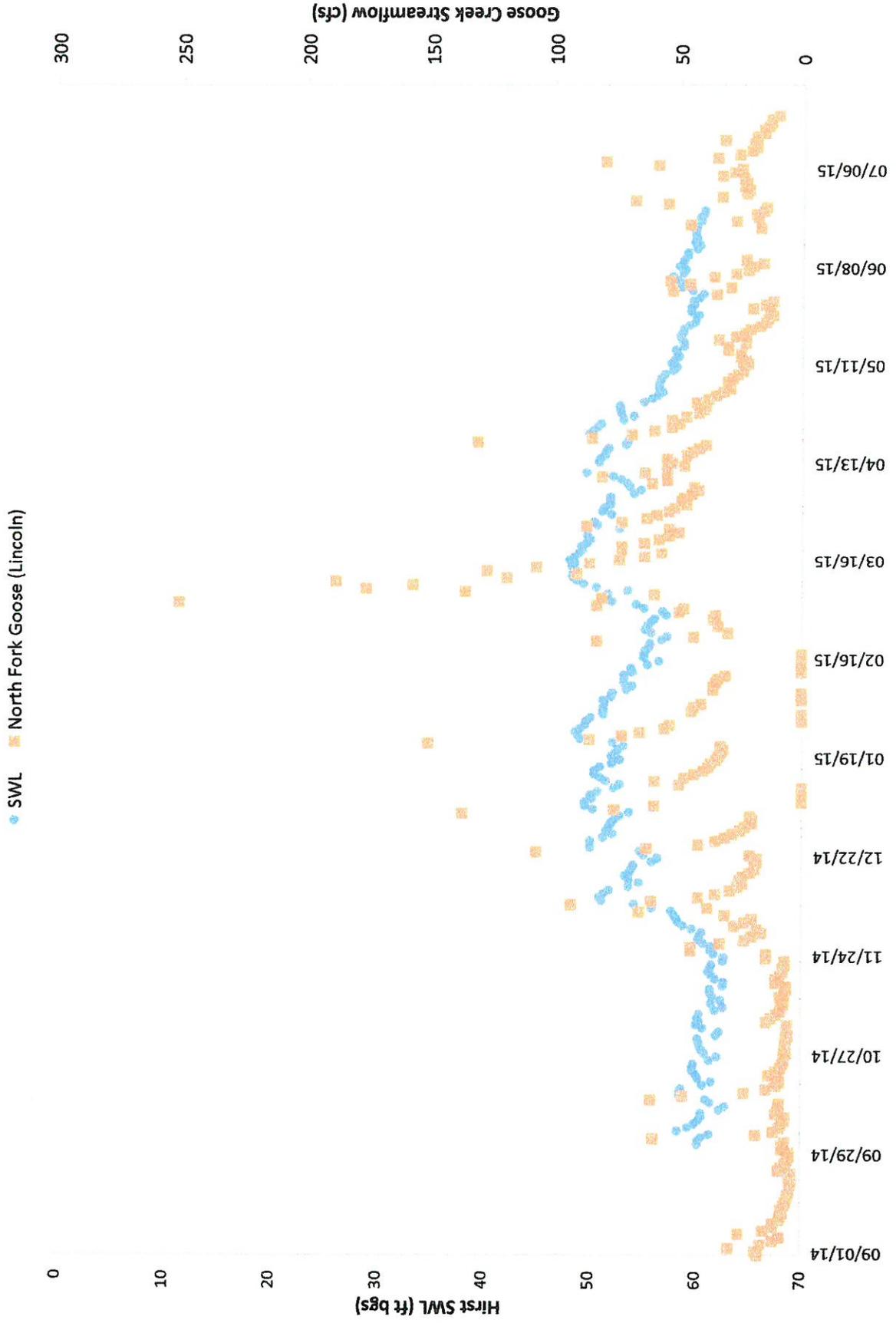
Not to scale

Notes:

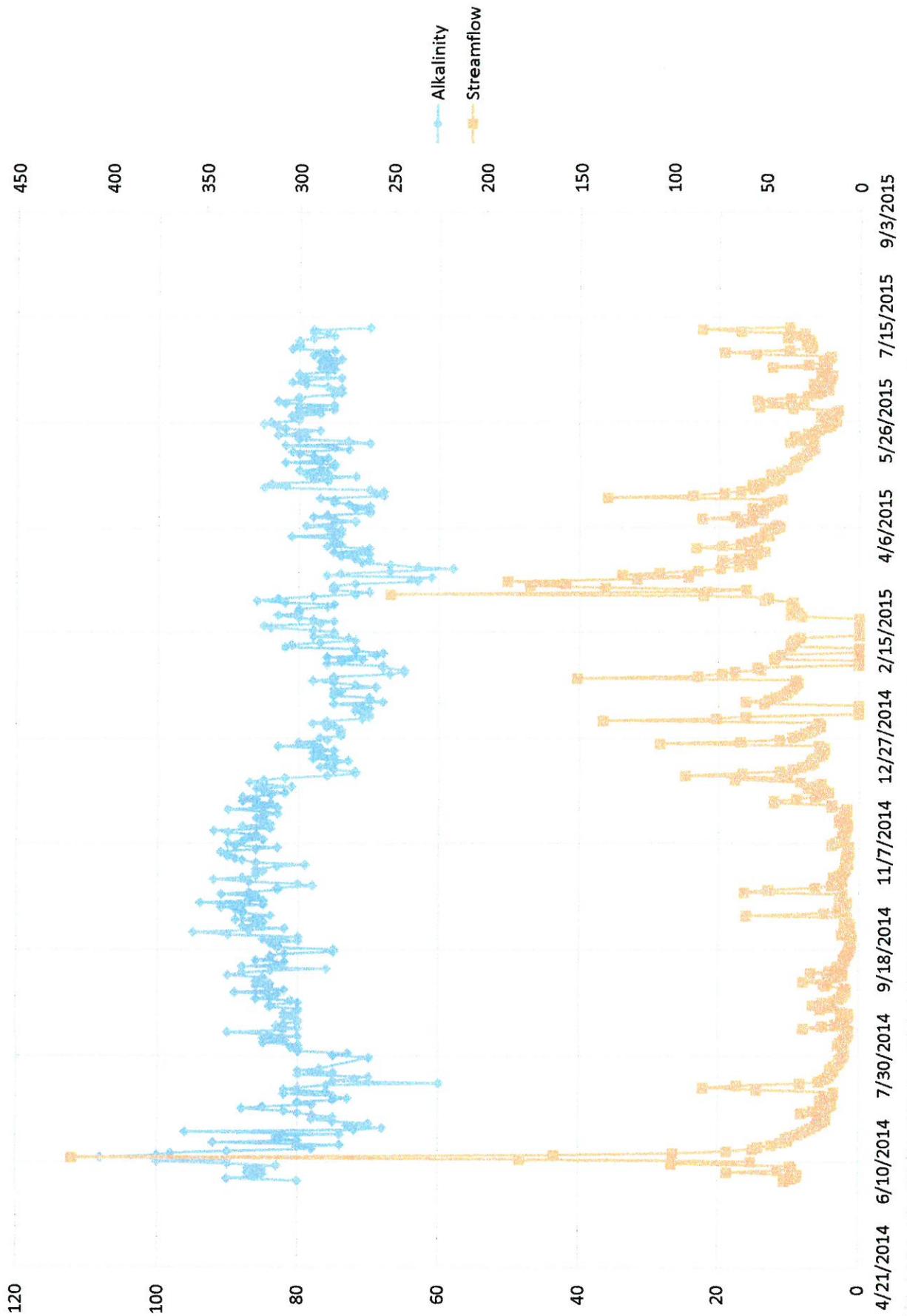
- 1 – Video Survey completed in October 2015
- 2 – Video confirmed very heavy iron-oxide precipitate on casing and borehole wall
- 3 – Well not plumb and misaligned
- 4 – During pumping at 30+gpm; cascading water heard flowing into well at PWL>120 feet
- 5 – Condition of surface casing appeared ok in video, but with heavy iron oxide precipitate; condition of grout seal unknown.

**Schematic Drawing
HF-4
Draft
11/5/15**

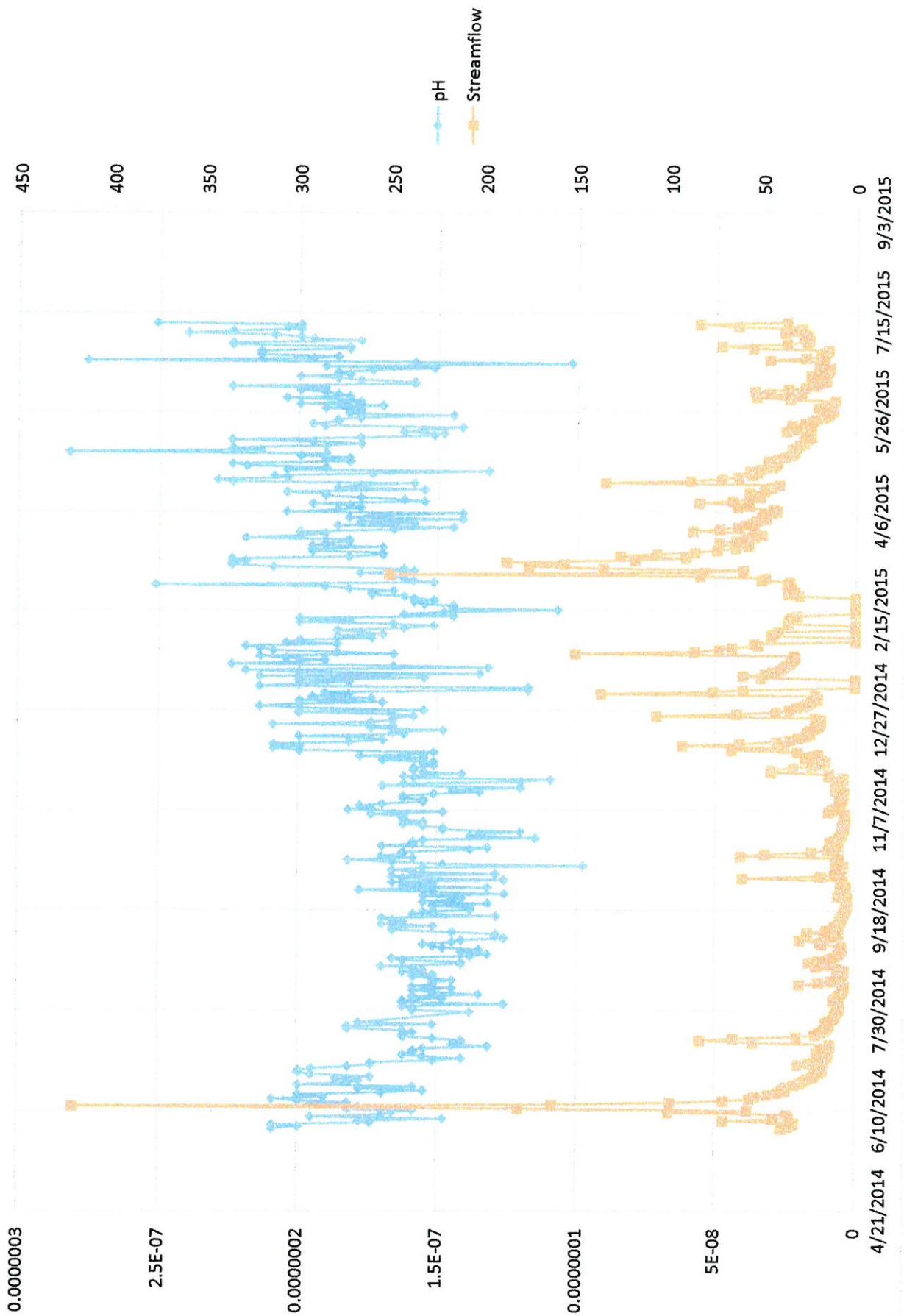
Hirst SWL (ft bgs) versus North Fork Goose Creek streamflow (cfs)



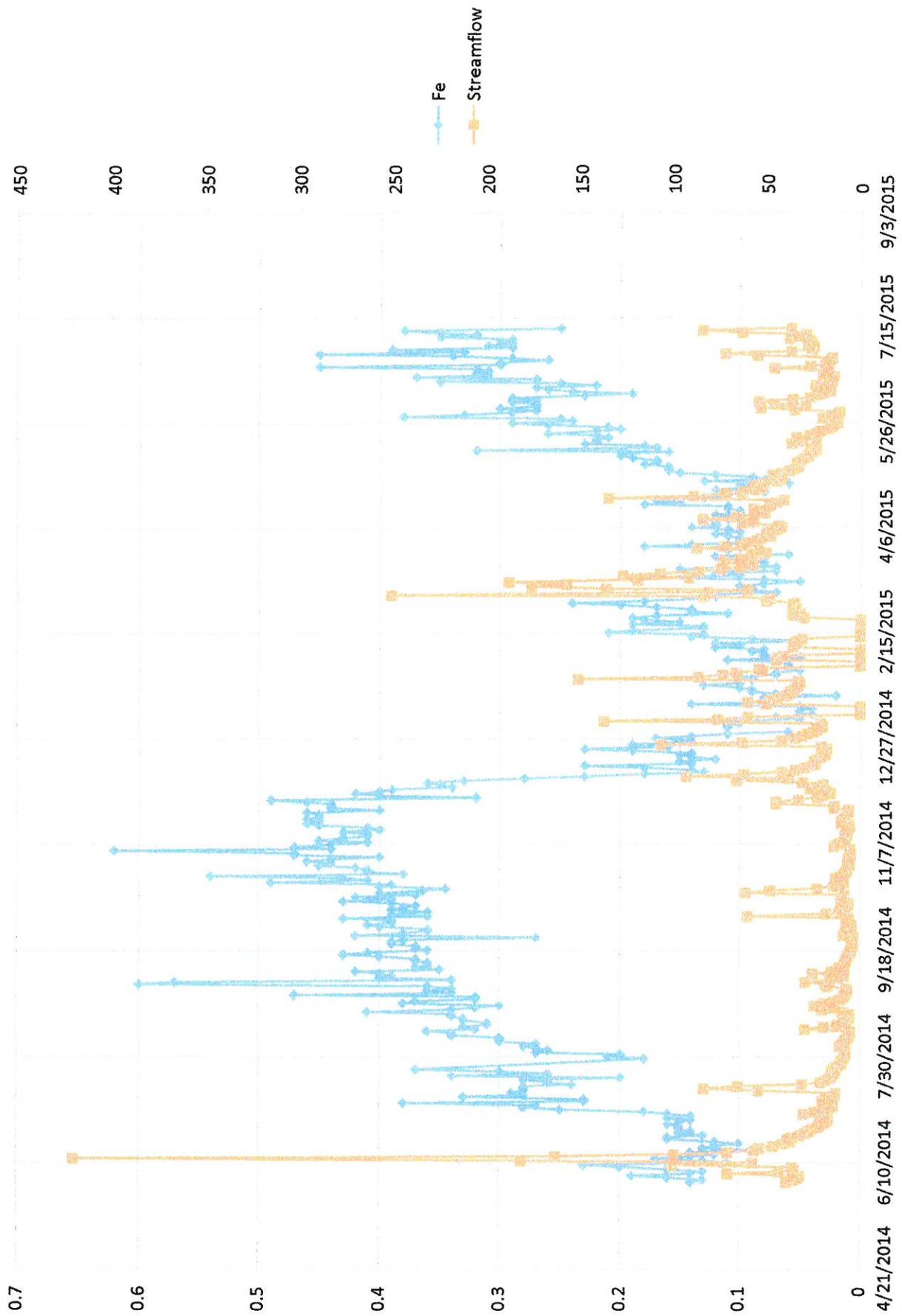
HF-2 Streamflow versus alkalinity



HF-2 Streamflow versus pH



HF-2 Streamflow versus Iron Concentration





Town of Purcellville
Hirst Farm Wells Meeting
November 5, 2015

Discussion Items:

Background Information

Water level/water chem data review

Review videos

Summary of preliminary findings

GUDI issue

Construction – Condition of Well Seals

Well yields

Options for discussion:

Well rehabilitation and disinfection

Well seal inspection and possible corrective actions

Well replacement

Exploration/Development of New Well(s)

Consultant's Cost Estimation Spreadsheet - DRAFT

Hirst Farm Water Source Rehabilitation and Development Project

Objective - Re-develop water well source for Hirst Farm water treatment facility

Approach - In accordance with conversation with Town staff on November 5, 2015 - two general tasks are being considered for water supply development. Task 1 involves rehabilitating and modifying existing well HF-2. Task 2 would involve siting and developing a new supply well in the vicinity of HF-2 to either serve as a replacement well for HF-2 or to serve as a back-up source in the event Task 1 is successful.

Task 1 - Rehabilitate, Modify, and Re-develop HF-2. This task would involve rehabilitating HF-2 to re-open water production zones that are plugged, testing individual water zones for surface water connections and yield, and modifying well to seal off zones interpreted to contribute surface impacted water to the well. After modification the well would be re-developed and tested and, pending authorization from VDH reconnected to the water system.¹

Task Name and Description		Estimated Cost ³
Subtask 1.1	Rehabilitate Well HF-2 (Chemical and Mechanical Rehabilitation to open plugged producing zones) ²	\$ 20,000
Subtask 1.2	Discrete Interval Testing (Isolate production zones using temporary packers to test chemistry and yield)	\$ 10,000
Subtask 1.3	Develop Well Modification Design (Develop well design to seal off surface water influenced production zone while optimizing flow from other zones)	\$ 5,000
Subtask 1.4	Modify Well (Retrofit cement grout seals in well and redevelop well)	\$ 20,000
Subtask 1.5	Post Modification Testing (to develop new estimate of well yield and for pump sizing)	\$ 10,000
Subtask 1.6	Install and Test Permanent Pump ⁴	\$ 3,000
Subtask 1.7	Quality Assurance/Oversight	\$ 7,000
Task 1 (est)		\$ 75,000

Notes:

1. This approach is designed to address the water chemistry issue in the well (GUDI; coliform) while retaining as much of the well's original yield as possible. However, given the complex fractured bedrock well environment and the inherent challenges of retrofitting a seal system in a completed well, the ultimate effectiveness of this alternative at addressing the water chemistry issue cannot be guaranteed. Furthermore, upon completion, the ultimate yield of the well will likely be less than the original yield since at least one water producing zone will have been sealed off.
2. Should include a combination of aggressive chemical and physical (brushing and airlifting) rehabilitation techniques. Should also include a post-rehabilitation well video to identify potential water production zones.
3. Preliminary Consultant cost estimate based on past experience, recently completed bids for similar projects, and preliminary conversation with well drilling contractors. Cost does not constitute a formal bid price.
4. Does not include cost for new pump; assumes previously used pump can be re-installed in well.

Task 2 - Site and Develop New Water Production Well. A phased approach is presented. Phase I (Task 2.1 and 2.2) is designed to collect information needed to site the new production well. Phase II (Task 2.3 and 2.4) is to construct and develop a new production well at the selected site.¹

Task Name and Description		Estimated Cost ²
Phase I - Site Selection		
Subtask 2.1	Surface Geophysical Survey (Assumes 4 to 6 survey lines transecting property to identify faults, fractures, and water bearing zones)	\$ 10,000
Subtask 2.2	Drill and Test Up to Three (3) Exploratory Borings (560 foot target depth per boring; includes lithologic logging, airlift testing, and geologic oversight during drilling)	\$ 40,000
Phase I Subtotal (est)		\$ 50,000
Phase II - Design, Install, and Develop New Production Well		
Subtask 2.3	Design New Well	\$ 2,500
Subtask 2.4	Drill and Construct New 8-inch Water Supply Well (Assumes surface casing and grout seal to 150 feet; includes pitless adapter; includes well development and yield test; and construction oversight)	\$ 45,000
Phase II Subtotal (est)		\$ 47,500
Task 2 (est)		\$ 97,500

Notes:

1. This estimate does not include post construction costs associated with permitting the well (VDH), connecting the new well to the water treatment building, or connecting the well to an electrical power source.
2. Preliminary Consultant cost estimate based on past experience, recently completed bids for similar projects, and preliminary conversation with geophysical and well drilling contractors. Cost does not constitute a formal bid price.

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STAFF REPORT
ACTION ITEM

Item # 11i

SUBJECT: Approval of Purchase Contract for 781 South 20th Street

DATE OF MEETING: January 12, 2016

STAFF CONTACTS: Robert W. Lohr, Jr., Town Manager
Sally G. Hankins, Town Attorney

SUMMARY and RECOMMENDATIONS:

After discussing this opportunity to monetize our non-performing assets, the Town is in the final stages of completing the legal work needed to sell the .3471 acres identified in the attached plat. Based on Town Council discussions, staff recommends that we move forward with approving the contract which will be the last step in finalizing the sale of this property during this fiscal year.

BACKGROUND:

Over the last year, the Town has been working with the Town Council and Good Shepherd Alliance in order to carve off a .3471 acre tract which includes the parking lot and Mary's House of Hope. In order to complete this, the Town has developed all of the needed staff reports and held the required public hearing which would allow the Town to dispose of this Town asset. At the last Town Council meeting on December 8, 2015, the Town Council took the following action:

- 1) Held the appropriate public hearing
- 2) Authorized the sale of Mary's House of Hope, identified as parcel A which includes .3471 acres and improvements, to the Good Shepherd Alliance
- 3) Authorized the sale in the amount of \$300,000
- 4) Authorized the completion of a sales contract which would be brought back for final approval at the January 2016 meeting.

ISSUES:

Over the last month, the Town's contract legal counsel has been working with the Good Shepherd Alliance's attorney to complete the contract that is presented to you today. For us

to move forward and finalize this process, the Town will need to authorize the Mayor, Town Manager and Town Attorney to sign and complete any minor changes needed to complete this transaction.

BUDGET IMPACT:

Selling this property will allow the Town to recoup our minimal investment in this property and put \$300,000 into the General Fund Reserves.

MOTION:

“I move that Town Council approve the sale of real property owned by the Town and identified as Parcel Number 489-38-4477-000, to The Good Shepherd Alliance for a price not less than \$300,000 and in general compliance with the terms and conditions set forth in the draft Contract of Sale;

and

I further move that Town Council authorize and direct the Town Manager to finalize and execute the Contract of Sale with The Good Shepherd Alliance;

and

I further move that Town Council authorize and direct the Mayor to execute the Special Warranty Deed and Modification of Easements once all Contract terms have been satisfied.”

[note: only a simple majority vote is needed to pass this motion]

ATTACHMENT(S):

1. Sales Contract
2. Subdivision Plat

accordance with the terms of the Escrow Agreement attached hereto as **Exhibit "A"** and incorporated herein by reference, Buyer hereby agrees to buy and Seller hereby agrees to sell the Property upon the following terms and conditions:

1. **Purchase Price; Payment.** The purchase price for the Property (the "**Purchase Price**") shall be **Three Hundred Thousand Dollars** (\$300,000.00). This is a sale in gross and not by the acre. The entire Purchase Price shall be payable by Buyer to Seller in cash or by bank cashier's check or by wired funds at closing, of which the Deposit shall be a part.

2. **Title Review Period.** Buyer is currently in possession of the Property and requires no studies other than satisfaction as to matters affecting title to the Property. For the period commencing on the date of full execution hereof and ending **thirty (30) days** after such date (the "**Title Review Period**"), unless sooner terminated in accordance with the terms of this Contract, Buyer, at its sole cost and expense, may cause title to the Property to be examined. In the event that as a result of such examination Buyer determines, in its sole discretion, not to purchase the Property, then Buyer may terminate this Contract by delivery of written notice thereof to Seller at any time within two (2) business days following the expiration of the Title Review Period, and thereupon the parties hereto shall have no further rights or obligations one to the other hereunder, and the Deposit and all interest accrued thereon shall be returned to Buyer. In the event Buyer elects to terminate this Contract, Buyer agrees to provide Seller copies of all title reports, commitments, exception documents and other materials relative to the Property, in Buyer's possession or control.

3. **Closing Date.** In the event that Buyer does not elect to terminate this Contract and all of the conditions precedent to Buyer's obligations hereunder have been satisfied or waived (including Buyer's contingency for financing as hereafter described), settlement under the

terms of this Contract (the "**Closing**") shall be held at the offices of Culbert & Schmitt, PLLC, at 30-C Catoctin Circle, S.E., Leesburg, Virginia 20175, on or before **June 30, 2016**. Deposit with the party conducting Closing of the cash required at settlement, the deed, and such other papers as are required to consummate settlement hereunder shall be considered good and sufficient tender of performance of the terms of this Contract.

4. **Conveyance.** The Property is to be conveyed by Special Warranty Deed, subject to all matters existing of record. Further, the deed of conveyance shall reserve, grant and create an easement for ingress and egress and utilities in form and substance consistent with the Special Warranty Deed and Modification of Easements (the "**Deed**") attached hereto as **Exhibit "B"**. All fixtures, appliances, and other personal property shall be conveyed "**AS IS,**" "**WITH ALL FAULTS.**"

5. **Expenses.** The cost of the preparation of the deed and the Virginia Grantor's Tax, if applicable, and Congestion Relief Fee, if applicable, will be paid by Seller. Seller is a political subdivision of the Commonwealth of Virginia. Buyer shall pay all expenses of examination of title, survey (if any), all fees, charges, and expenses of the party conducting Closing, the title insurance premium, if any, and all recording fees and other Closing expenses. Each party shall be responsible for their own attorneys' fees. Buyer shall be responsible for all utility expenses upon execution of this Contract.

Rent, if any, shall be adjusted to the date of Closing. Acceptance of title by Buyer shall terminate any leases, whether written or oral.

6. **Taxes.** Real estate taxes are to be adjusted to the date of Closing and paid by Buyer thereafter.

7. **Title.** Title to the Property shall remain in its current condition until closing.

8. **Termite Inspection.** [Waived by Buyer]. Buyer accepts the Property in "AS IS" CONDITION, WITHOUT WARRANTIES OF ANY KIND.

9. **Well and Septic.** [Waived by Buyer]. Buyer shall satisfy itself with respect to all matters affecting the Property.

10. **Representations, Warranties and Covenants of Seller.** Seller warrants, represents, and covenants to Buyer as follows:

A. After the date of execution hereof, and subject to the easements to be set forth in the deed of conveyance, Seller shall not grant any easements and/or rights-of-way over or through the Property or further encumber the Property without the prior written consent of the Buyer, which consent may be withheld by Buyer in its sole discretion. Seller further warrants that after the date of execution hereof it shall not construct or install on the Property any improvements and shall not allow any existing improvements, natural deposits, resources, or vegetation thereon to be wasted, removed, sold, or in any way encumbered without the prior written consent of Buyer, which consent may be withheld by Buyer in its sole discretion.

B. Seller has commenced an application to rezone the Property to a zoning designation that will permit residential use of the Property. Seller is obligated to sell the Property to Buyer under this Contract only if the proposed rezoning receives final approval from the Town Council of the Town of Purcellville, Virginia, and all associated appeal periods have expired with no appeals having been filed. Seller knows of no other violations of law, orders, or requirements of a governmental authority having jurisdiction over the Property. Seller shall be required to comply with any such notices, orders, or requirements noted or issued prior to the date of Closing.

C. Seller has the power to enter into this Contract and to consummate the transaction contemplated herein. Seller is lawfully seized of the Property as of the date of this Contract and will continue to be so seized to the date of Closing. The party executing this Contract on behalf of Seller has the authority to execute this Contract on Seller's behalf and to bind Seller hereunder.

11. **Representations and Warranties of Buyer.** Buyer warrants and represents to Seller as follows:

A. Buyer is a not for profit 501(c)(3) corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia and has full power and authority to conduct business and is in good standing under the laws of the Commonwealth of Virginia. Buyer has the power to enter into this Contract and to consummate the transaction contemplated herein and the execution of this Contract and the consummation of the transaction contemplated herein do not violate any of the terms and provisions of the organizational documents of Buyer or any agreement, contract, or other instrument to which Buyer is a party or is bound. The party executing this Contract on behalf of Buyer has the authority to execute this Contract on Buyer's behalf and to bind Buyer hereunder.

B. Buyer has not received any actual notice of any legal actions, suits, claims, or other legal or administrative proceedings pending or threatened against Buyer which might adversely affect Buyer's ability to consummate the transaction contemplated by this Contract.

C. The Buyer intends to occupy and use the Property in connection with its eleemosynary mission. Buyer is obligated to purchase the Property from Seller under this Contract only if Seller's proposed rezoning of the Property receives final approval from the

Town Council of the Town of Purcellville, Virginia, and all associated appeal periods have expired with no appeals having been filed.

12. **Funding.** The obligation of Buyer to settle under this Contract is contingent upon Buyer securing a commitment for funding acceptable to Buyer, which may include, but shall not be required to include, a combination of public and private funding. Buyer shall exercise good faith efforts to procure such funding. Unless otherwise agreed in writing by the parties, if Buyer fails to secure such funding and to remove this contingency from this Contract by **June 15, 2016**, then Seller may terminate this Contract, at Seller's election, and the Deposit shall be returned to Buyer.

13. **Buyer's Default; Seller's Remedy.** In the event that all of the conditions precedent to Buyer's obligations hereunder have been satisfied or waived and Seller performs all of its obligations hereunder and Buyer fails to settle on the Property pursuant to the terms hereof in breach of the terms of this Contract within fifteen (15) days after the receipt by Buyer of written notice of such default from Seller, then this Contract shall terminate and the Deposit and all interest accrued thereon shall be delivered to Seller as liquidated damages, in lieu of any other claims or causes of action which may be available to Seller at law or in equity by reason of a default hereunder by Buyer; the foregoing forfeiture of the Deposit to Seller is agreed upon as liquidated damages by the parties hereto because of the difficulty of ascertaining the actual damages Seller may suffer by reason of Buyer's breach of this Contract. Buyer expressly waives any right to claim that forfeiture of the Deposit may constitute a penalty.

14. **Seller's Default; Buyer's Remedy.** In the event that all of the conditions precedent to Seller's obligations hereunder have been satisfied or waived and Buyer performs its obligations hereunder and Seller fails to settle pursuant to the terms hereof in breach of the terms

of this Contract within fifteen (15) days after the receipt by Seller of written notice of such default from Buyer, then Buyer's sole remedy shall be to pursue specific performance, provided that any such action for specific performance must be filed by Buyer within sixty (60) days following the scheduled Closing date.

15. **Litigation.** In any litigation involving this Contract, the substantially prevailing party shall be entitled to recovery of the costs of such litigation, including without limitation, attorneys' fees.

16. **Parties Bound.** This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

17. **Applicable Law.** This Contract shall be construed in accordance with the laws of or applicable to the Commonwealth of Virginia.

18. **No Commission.** Seller and Buyer each warrant to the other that they have dealt with no agent or broker with respect to the transaction contemplated by this Contract. In the event that any claim for commission or finder's fee is brought by any other person or entity whatsoever as a consequence of the transaction contemplated hereby and as a result of any action or omission of either Seller or Buyer, then Seller or Buyer, as the case may be, shall hold harmless the other party against any loss, cost, or expense of any nature, including, but not limited to, court costs and reasonable attorneys' fees, arising as a consequence of such claim for the commission or fee.

19. **FIRPTA.** Seller hereby represents and warrants to Buyer that Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, and Seller further agrees, at settlement, to furnish Buyer an affidavit to this effect

complying with the provisions of Section 1445 of the Internal Revenue Code of 1954, as amended.

20. **Possession.** Buyer acknowledges that Buyer is already in possession of the Property by virtue of its status as a tenant, and shall retain possession throughout the terms of this Contract.

21. **Severability.** In the event any term or provision of this Contract should be determined to be illegal or unenforceable, the remaining terms and provisions shall continue in full force and effect and shall not be rendered unenforceable.

22. **Captions; Gender; Number.** The captions hereof are for convenience of reference only and shall neither limit nor enlarge the provisions hereof. All pronouns used herein, whether used in the masculine, feminine or neuter gender, shall include all other genders. The singular shall include the plural and vice versa unless the context requires otherwise.

23. **Advice of Counsel and Construction.** All parties to this Contract have been represented by counsel or have had the opportunity to be so represented. Accordingly, the rule of construction of contract language against the drafting party is hereby waived by both parties.

24. **Total Agreement.** This Contract contains the full and final agreement between the parties hereto with respect to the sale and purchase of the Property. Buyer and Seller shall not be bound by any terms, conditions, statements, warranties, or representations, oral or written, not contained herein. No change or modification of this Contract shall be valid unless the same is in writing and is signed by the parties hereto. No waiver of any of the provisions of this Contract shall be valid unless the same is in writing and is signed by the party against which it is sought to be enforced.

25. **Notices.** All notices, demands, or other communications that may be necessary or proper hereunder shall be deemed duly given if personally delivered, or when deposited in the United States mail, postage prepaid, first class, registered or certified, return receipt requested, addressed respectively as follows:

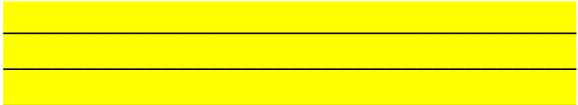
Seller: Town of Purcellville, Virginia
221 S. Nursery Avenue
Purcellville, VA 20132
Attention: Rob Lohr, Town Manager

And to: Town of Purcellville, Virginia
221 S. Nursery Avenue
Purcellville, VA 20132
Attention: Sally Hankins, Esq., Town Attorney

With a copy to: Culbert & Schmitt, PLLC
30-C Catoctin Circle, S.E.
Leesburg, Virginia 20175
Attention: David C. Culbert, Esq.
Client Matter No. 29655.009

Buyer: The Good Shepherd Alliance, Inc.
20684 Ashburn Road
Ashburn, Virginia 20147
Attention: James Baratta, Chairman

With a copy to: Kramon & Graham PA
One South Street
Suite 2600
Baltimore, MD 21202-3201
Attention: Cynthia A. Berman, Esq.

Escrow Agent: 
Attention: 

Any party hereto may change its address for notice purposes hereunder by delivering written notice thereof to the other parties in accordance with the foregoing provisions.

26. **Assignment.** Buyer may not assign this Contract. The acquisition of the Property and its continued use by Buyer is a material condition of the entry into this Contract by Seller.

27. **Time.** TIME IS OF THE ESSENCE with respect to all matters set forth in this Contract.

28. **Risk of Loss.** The risk of loss or damage to the Property or any improvements or fixtures located thereon by fire or other casualty is hereby assumed by Seller until the Closing hereunder and the execution and delivery by Seller to Buyer of the Deed covering the Property.

29. **Exculpation of Personal Liability.** Neither the Seller nor any councilmember (including the Mayor), principal, officer, director, agent or employee of Seller shall have any personal liability hereunder and the Buyer's sole recourse hereunder shall be the remedy of specific performance.

30. **Mechanic's Lien Notification.**

NOTICE

Virginia law (Va. Code Ann. '43-1 *et seq.*) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the Property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 days from the last day of the month in which the lien or last performed work or furnished materials or (ii) 90 days from the time the construction, removal, repair or improvement is terminated.

AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.

31. **Title Insurance Notification.** The Buyer may wish at Buyer's expense to purchase owner's title insurance. Depending on the particular circumstances of the transaction, such insurance could include affirmative coverage against possible mechanics' and materialmen's liens for labor and materials performed prior to settlement and which, though not recorded at the time of recordation of the Buyer's deed, could be subsequently recorded and would adversely affect Buyer's title to the Property. The coverage afforded by such title insurance will be governed by the terms and conditions thereof, and the dollar amount of the cost of obtaining such title insurance coverage.

32. **Waiver of Trial By Jury.** The parties waive trial by jury in any action, proceeding, or counterclaim brought by either party against the other on any matter whatsoever arising out of or in any way connected with this contract or any related agreements or instruments and the enforcement thereof, including, but not limited to, any claim of injury or damage to any party or the property of any party.

33. **Modification of Existing Easement.** The Property is subject to and benefitted by an existing easement for ingress and egress (the "**Existing Easement**"), as set forth in that certain Declaration of Subdivision and Easement recorded among the land records of Loudoun County as Instrument Number 20150901-0059628. The parties agree to modify the terms and conditions of the Existing Easement to reflect the terms as set forth in the Deed, attached hereto as **Exhibit "B"**.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the later of the dates set forth below, which date shall be inserted on page 1 of this Contract.

BUYER:

THE GOOD SHEPHERD ALLIANCE, INC.

Date

By: _____(SEAL)
Name: _____
Title: _____

SELLER:

TOWN OF PURCELLVILLE, VIRGINIA

Date

By: _____(SEAL)
Name: _____
Title: _____

Receipt of Buyer's Deposit in the amount of _____
(\$_____) is hereby acknowledged this _____ day of _____, 2016.

Date

By: _____(SEAL)

Name: _____

Title: _____

ESCROW AGENT'S RECEIPT

EXHIBIT B

SPECIAL WARRANTY DEED AND MODIFICATION OF EASEMENTS

RECORDATION COVER SHEET

TYPE OF INSTRUMENT: SPECIAL WARRANTY DEED AND
MODIFICATION OF EASEMENTS

DATE OF INSTRUMENT: _____, 2016

NAMES OF GRANTORS: 1) TOWN OF PURCELLVILLE, VIRGINIA
2) THE GOOD SHEPHERD ALLIANCE, INC.

NAMES OF GRANTEES: 1) THE GOOD SHEPHERD ALLIANCE, INC.
2) TOWN OF PURCELLVILLE, VIRGINIA

ADDRESS OF GRANTEE: 20684 ASHBURN ROAD
ASHBURN, VIRGINIA 20147

COUNTY WHERE PROPERTY
LOCATED: LOUDOUN / TOWN OF PURCELLVILLE

BRIEF DESCRIPTION
OF PROPERTY: PARCEL A OF THE TOWN OF PURCELLVILLE
SOUTH 20TH STREET DIVISION OF LAND

TAX MAP IDENTIFICATION NO.: 489-38-4477-000

CONSIDERATION: \$ 300,000.00

ASSESSED VALUE: \$ N/A (CURRENTLY EXEMPT)

TITLE INSURANCE UNDERWRITER:

THIS INSTRUMENT WAS
PREPARED BY: DAVID C. CULBERT, ESQ.(VSB# 19777)

RETURN TO: _____

THIS SPECIAL WARRANTY DEED AND MODIFICATION OF EASEMENTS, is made and entered into as of the ____ day of _____, 2016, between **THE TOWN OF PURCELLVILLE, VIRGINIA**, a municipal corporation ("Town"), as both grantor and grantee, and **THE GOOD SHEPHERD ALLIANCE, INC.**, a Virginia corporation ("Good Shepherd"), as both grantor and grantee.

Conveyance of Fee:

For and in consideration of the conveyance made hereby, the consideration received therefor by the Town and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Town hereby bargains, sells, grants and conveys to Good Shepherd with SPECIAL WARRANTY OF TITLE, all that certain real property located in Town of Purcellville, Loudoun County, Virginia, more particularly described as follows:

Parcel A of the Town of Purcellville South 20th Street Division of Land containing 0.3471 acres, more or less, as duly dedicated, platted and recorded among the land records of Loudoun County, Virginia by Declaration of Subdivision and Easement recorded as Instrument Number 20150901-0059628, with the attached Plat recorded as Instrument Number 20150901-0059629 (said tract of land, together with all improvements and fixtures thereon and all rights, privileges, easements, benefits and agreements appurtenant thereto are hereinafter collectively referred to as the "**Property**").

The Property is conveyed subject to all recorded easements, conditions, restrictions, and agreements that lawfully apply to the Property or any part thereof.

TO HAVE AND TO HOLD the Property, together with all rights, privileges, and advantages thereunto belonging or appertaining to the Grantee, its successors or assigns, forever.

Vacation of Existing Easements:

The Property is subject to the terms and conditions of existing easements for the mutual benefit of the Property and Parcel B of the Town of Purcellville South 20th Street Division of

Land ("**Parcel B**"), as set forth in that certain Declaration of Subdivision and Easement recorded among the land records of Loudoun County as Instrument Number 20150901-0059628 (the "**Existing Easements**"). The parties, by their mutual signatures hereto, desire to amend and replace the Existing Easements upon the terms and conditions hereafter set forth. Therefore, the Existing Easements are hereby vacated, in their entirety, as hereafter set forth.

Ingress and Egress and Utilities.

NOW THEREFORE, in consideration of the facts reflected in the foregoing recitations, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby grant and convey unto each other, perpetual, non-exclusive easements for ingress and egress and for the installation and maintenance of underground utilities (the "**Ingress and Egress Easement**"), upon the following terms and conditions:

A. The location of the Ingress and Egress Easement shall be in the same location as set forth in the plat recorded as Instrument Number 20150901-0059629.

B. The Town, and its successors and assigns in title to Parcel B, shall be responsible for the construction, repair and maintenance of the travelways and underground utilities (if any) within the Ingress and Egress Easement. Neither Good Shepherd nor its successors or assigns in title shall have any right to control the construction, repair and maintenance of the travelways within the Ingress and Egress Easement. The construction, repair and maintenance of the roadway and the easement shall not be the responsibility of the Commonwealth of Virginia.

C. Notwithstanding its ownership of Parcel B by the Town, the nature of the travelway is private and its maintenance, including snow removal, is NOT a public responsibility, but shall remain with the owner of Parcel B.

D. The Town agrees to maintain the travelway in a safe, passable condition at all

times, except for reasonable periods of time during maintenance or construction.

E. The owner of Parcel A may, following written approval from the Town, provide such supplemental maintenance, repair or improvements as the Town may permit, at the sole cost and expense of the owner of Parcel A.

F. These conditions may be modified, from time to time, by recordation of an instrument signed by the owners of Parcel A and Parcel B.

Sanitary Sewer Lateral Easement.

FURTHER THEREFORE, in consideration of the facts reflected in the foregoing recitations, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town hereby grants and conveys unto Good Shepherd, a perpetual non-exclusive easement for the construction, repair and maintenance of a private sanitary sewer lateral line through and across Parcel B, for the benefit of Parcel A (the "**Sanitary Lateral Easement**"), subject to the following terms and conditions:

A. The location of the Sanitary Lateral Easement shall be in the same location as set forth in the plat recorded as Instrument Number 20150901-0059629.

B. The construction, repair and maintenance of any sanitary sewer lateral line shall be the sole responsibility of the owner of Parcel A.

C. The owner of Parcel A, its successors and assigns, shall be responsible for the restoration of any property disturbed by its construction, repair, replacement, and maintenance activities, to a condition as good as, or better than existed immediately prior to the commencement of such activities.

D. These conditions may be modified, from time to time, by recordation of an instrument signed by the owners of Parcel A and Parcel B, PROVIDED HOWEVER, that no

such amendment or modification shall impose any liability or responsibility on the Town (in its governmental capacity), without the express written consent of the Town.

IN WITNESS WHEREOF, the parties have caused this Deed to be executed, under seal, on its behalf by its duly authorized representatives as of the date first above written.

[SIGNATURES APPEAR ON FOLLOWING PAGES 6 AND 7]

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY]

The Conveyance and Foregoing Easements Are Hereby Created and Accepted Pursuant To Virginia Code Section 15.2-1803

APPROVED AS TO LEGAL FORM: TOWN OF PURCELLVILLE, VIRGINIA

Reviewing Attorney

By: _____(SEAL)
Name: Kwasi A. Fraser
Title: Mayor

COMMONWEALTH OF VIRGINIA
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Kwasi A. Fraser as Mayor of the Town of Purcellville, Virginia, whose name is signed to the foregoing instrument, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this _____ day of _____, 2016.

Notary Public

My Commission Expires: _____

My Notary Registration Number: _____

[SIGNATURE PAGE TO THAT CERTAIN SPECIAL WARRANTY DEED AND MODIFICATION OF EASEMENTS BETWEEN THE TOWN OF PURCELLVILLE, VIRGINIA, AND THE GOOD SHEPHERD ALLIANCE, INC.]

THE GOOD SHEPHERD ALLIANCE, INC., a
Virginia corporation

By: _____(SEAL)
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____ as _____ of The Good Shepherd Alliance, Inc., whose name is signed to the foregoing instrument, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this _____ day of _____, 2016.

Notary Public

My Commission Expires: _____

My Notary Registration Number: _____

[SIGNATURE PAGE TO THAT CERTAIN SPECIAL WARRANTY DEED AND
MODIFICATION OF EASEMENTS BETWEEN THE TOWN OF PURCELLVILLE,
VIRGINIA, AND THE GOOD SHEPHERD ALLIANCE, INC.]

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STAFF REPORT
ACTION ITEM

Item # 11j

SUBJECT: Contract Approval for Cupola Work at Town Hall

DATE OF MEETING: January 12, 2016

STAFF CONTACTS: Robert W. Lohr, Jr., Town Manager
Alex Vanegas, Director of Public Works
Bob Dryden, Utilities/Maintenance

SUMMARY and RECOMMENDATIONS:

Over the last four years that we have occupied the current Town Hall at 221 South Nursery Avenue, we have experience ongoing water intrusion and leaking around the cupola that is located on top of the Town Hall structure. These events of water intrusion or leaking seem to occur during heavy storms with horizontal rain and during periods of lengthy rain that create saturation issues. In order to address this issue, staff has proposed a comprehensive overhaul and redesign of the original cupola structure.

BACKGROUND:

When the Town made the decision to acquire the historic Purcellville Baptist Church building at 221 South Nursery Avenue, an extensive review of the existing structure was made by consultants and our architect. It was recommended that the existing structure remain in place with metal roofing upgrades, minor repair and painting of the original structure. In hind sight, a more costly but effective renovation process would have required the complete removal of the existing cupola that was added to the church after the original construction and the Town installing a maintenance free replica of the existing cupola that was completely sealed without the opportunity of any water intrusion. Because of the cost and complexity of this process and the Town's desire not to change the historical look and design of the renovation, the Town attempted to repair the existing structure as we did with many of the exterior features with the exception of the flat roof sections on either end. After occupancy, it became clear that the Town was experiencing water leakage in the cupola whenever we had strong storms with wind which created horizontal rain patterns along with heavy rain periods that lasted for extended periods of time resulting in saturation of the wood in certain

areas of the cupola. The Town had the general contractor come back in under warranty and make repairs but it was clear that the overall scope of removing the cupola and rebuilding it was not part of the original contract. Two of the outside consultants that we talked to regarding the cupola stated that it should have been removed and the attic sealed with proper ventilation installed to fully reduce the chance of water incidents occurring. Since this issue was never identified during the acquisition/renovation process, nor did the Town have the financial resources to address this potential issue at the time of construction, the chances of the Town requiring the original contractor to complete these items or the Town prevailing in court was minimal. Faced with these issues, the Town reached a settlement with the contractor and we kept \$59,114.58 so that the Town could hire a specialized roofing/structural contractor to address the water infiltration issues. At the time, we felt that the majority of the problem was caused by storms with high winds. We thought we could address the issue with containment devices. In November 2015, the Town Council was briefed on the outstanding issues and staff moved forward with hiring Lauten Construction to do an emergency investigation into the cupola and the attached report on this investigation was completed on December 4, 2015.

ISSUES:

In order to address this issue properly and eliminate any future water intrusion and damage, the Town needs to move forward immediately with this complete redesign and rebuild of the cupola. Because the Town is keeping the structure the same, no additional historical review or approval would be required by BAR since the Town is just replacing materials on the existing structure.

BUDGET IMPACT:

Included in this motion will be a budget amendment which will transfer from reserves \$49,970 to complete this project. This is well within the original settlement that the Town reached in the amount of \$59,114.58 from Kline to address this final repair.

MOTION:

“I move that we approve the emergency procurement of Lauten Design and Construction to complete repairs to the cupola at the Town Hall located at 221 South Nursery Avenue in the amount of \$49,970. This money will be transferred from General Fund Reserves to 100-4041350-5955 Town Hall Building Repairs.”

ATTACHMENTS:

1. Town Hall Cupola Leak Investigation

2. Proposal from Lauten Design and Construction for emergency procurement to repair cupola
3. Budget Amendment

ATTACHMENT 1

12/4/2015

Report of Findings from Purcellville Town Hall Cupola Leak Investigation

On Monday, November 30, 2015, Lauten Construction conducted an investigation of the cupola on the building at 221 South Nursery Avenue, Purcellville, VA (Purcellville Town Hall, formerly Baptist Church) with the purpose of locating the cause of water infiltrating the structure. Following is a description of our methodology in conducting the investigation, a summary of our findings, and a recommended repair strategy. Under separate cover we present a repair Proposal.

Existing Conditions

The Town Hall Building anecdotally dates to the early 1900's. The attic is accessed by a 2' x 2' opening in the ceiling of the conference room (former choir loft). The framing of the roof system appears to be original timbers, consistent with the period. The cupola itself is supported on 8" x 8" beams spanned across several ceiling joists, and represents an open penetration through the roof framing of a little over eight feet square. The insulation system occurs at the ceiling level, and the attic is ventilated by a few smaller roof vents and the cupola itself. The cupola consists of three sections, the lowest is covered in wood horizontal lap siding, the upper section is louvered, and there is a domed metal roof, understood to have been replaced as part of the recent renovations to the building. The roof and upper part of the louver section, viewed from the interior, do not show any evidence of current moisture problems.

The cupola has been repaired a few other times. The exterior sheathing of the lower base is plywood, with newer style studs, and a wider lap siding that is not original. There is evidence of a former fire in some of the upper framing, near the where the roof sits on the louver section. A visual examination of the interior of the cupola (see photos #3 and 4) provides evidence that water is entering at multiple locations above the small sloped roof which is located at the transition from the wider base, covered in siding, to the upper, louvered, section. Also, the ceiling of the conference room shows water damage.

Investigation

Our process for identifying the avenue or path of water coming in was to position one team member inside and one outside, with the outside person applying water to the structure in a systematic pattern, and the inside one noting changes in the interior moisture levels as the water application varied in location, intensity and duration. We also did some generally non-invasive mechanical testing of the structural condition of various components of the assembly.

As we started below the height where the current leaking is evident with wetting the structure, it became apparent that water is coming in just at the level of the transition roof. The condition there, as we have indicated in drawing 1, it that the original roof is continuous from the inside of the framing of the upper level to the outside top edge of the lower level. At the outside it is covered by a top layer of newer roofing. This layer does not extend inside past the siding.

This metal layer is the primary bulk moisture barrier as the assembly is designed. As you can see from the photos (#5 and 6), this original layer of roofing metal has failed in several visible locations. This is where the water is entering. It is likely that there are additional areas where this metal has failed, which are concealed.

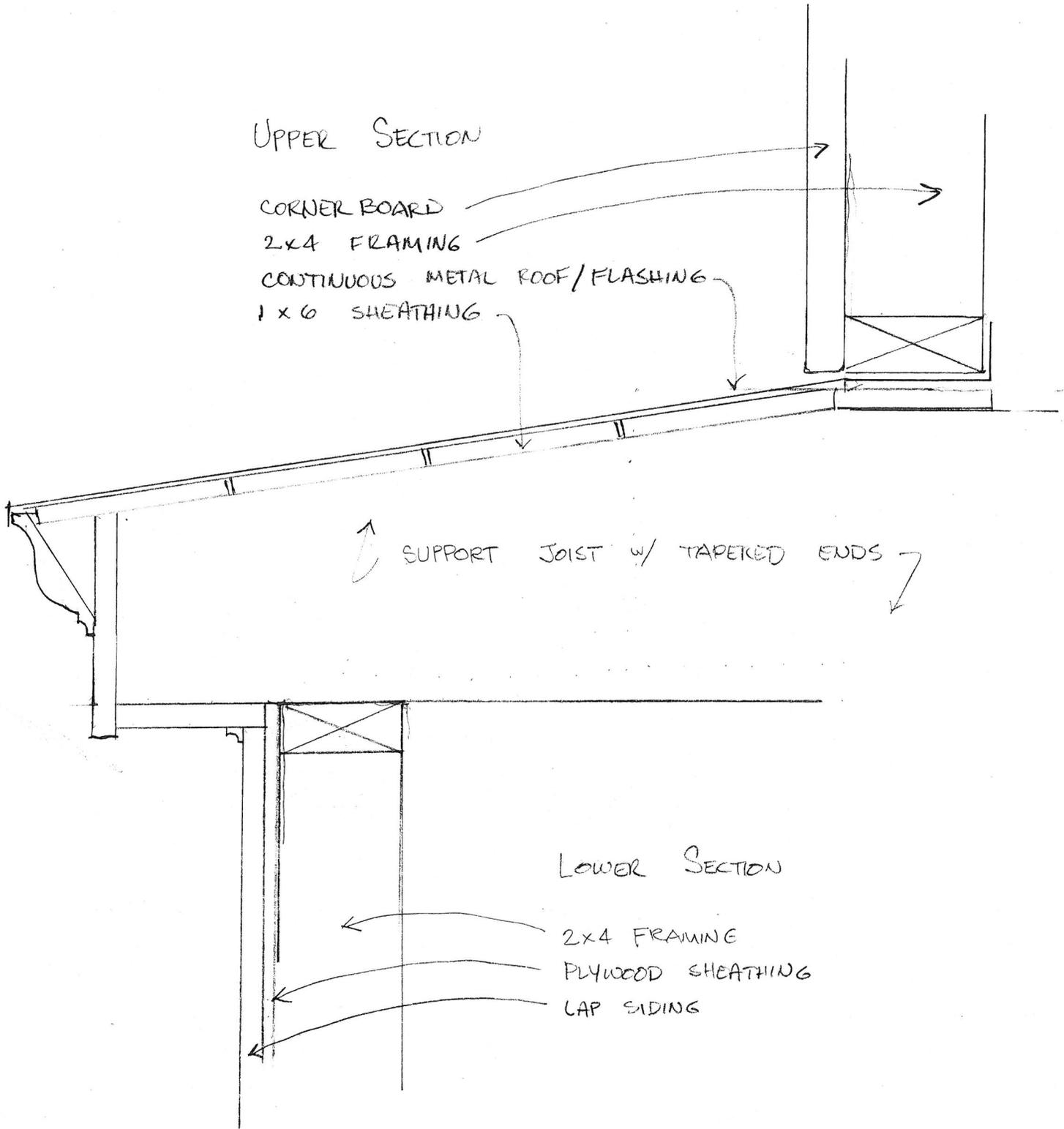
Contributing to the problem is the fact that much of the wood exterior cladding system, including siding, corner boards and louver trims, is soft and spongy at the base (photos 1 and 2). We did not measure the moisture content of this material, but it is soft and clearly absorbing water. So there is no water barrier at the exterior. The outside of the trim is porous because paint and caulk will not hold up on wood as deteriorated as this trim is, the wood is becoming saturated with the beginnings of each rain event, and then is conducting water by capillary action to the failed areas of the original metal (see drawing 2). A factor contributing to the failure of the original metal is that there is no slope, or even a slope to the interior in places, due to the fact that there are no horizontal structural support members at the bases of the louvers.

Unfortunately, it does not appear that there is any way to repair this failed roof/siding system without replacing the transition roof completely, along with significant amounts of the siding and removal and replacement of the louvers. So an effective repair will at a minimum consist of removing the existing deteriorated siding and both layers of the intermediate roof, and the installation of a new metal roof, which should be installed over continuous self-adhering waterproof membrane, due to the low slope. This roof should be flashed to a water barrier such as housewrap which would cover the framing of the upper section.

We currently do not believe that bulk water such as wind driven rain is getting past the louvers to the extent that it is causing damage to the ceiling below. This leak appears to be specific to the above mentioned system failures. It is also possible that water is also infiltrating from higher up in the louver section, but it is not possible to determine that currently, given that any water landing on the transition roof forces the leak almost immediately. However, replacing the trim should disclose any additional leaks, and creating a water barrier behind it should mitigate any additional concealed leak issues.

In addition, the bottom part of the openings for the louvers should have horizontal framing added, coming up several inches to support the roof flashing, as shown in drawing 3. This will necessitate making the louvers shorter. Due to the overall size of the roof opening, this will not negatively impact the ventilation function. And it will make it possible to trim away the softer lower sections of the louvers, install new sills, and reuse the existing material, if desired.

Finally our repair recommendation incorporates the conclusion that the overall framing system of the cupola is sound, and working on it in place is preferable to removing and replacing structure. There may of course be deteriorated framing concealed by existing trim, but we are assuming that any isolated defects, if found, could be repaired in place.



UPPER SECTION

CORNER BOARD

2x4 FRAMING

CONTINUOUS METAL ROOF/FLASHING

1x6 SHEATHING

SUPPORT JOIST w/ TAPERED ENDS

LOWER SECTION

2x4 FRAMING

PLYWOOD SHEATHING

LAP SIDING

SCHEMATIC SECTION of CUPOLA TRANSITION ROOF

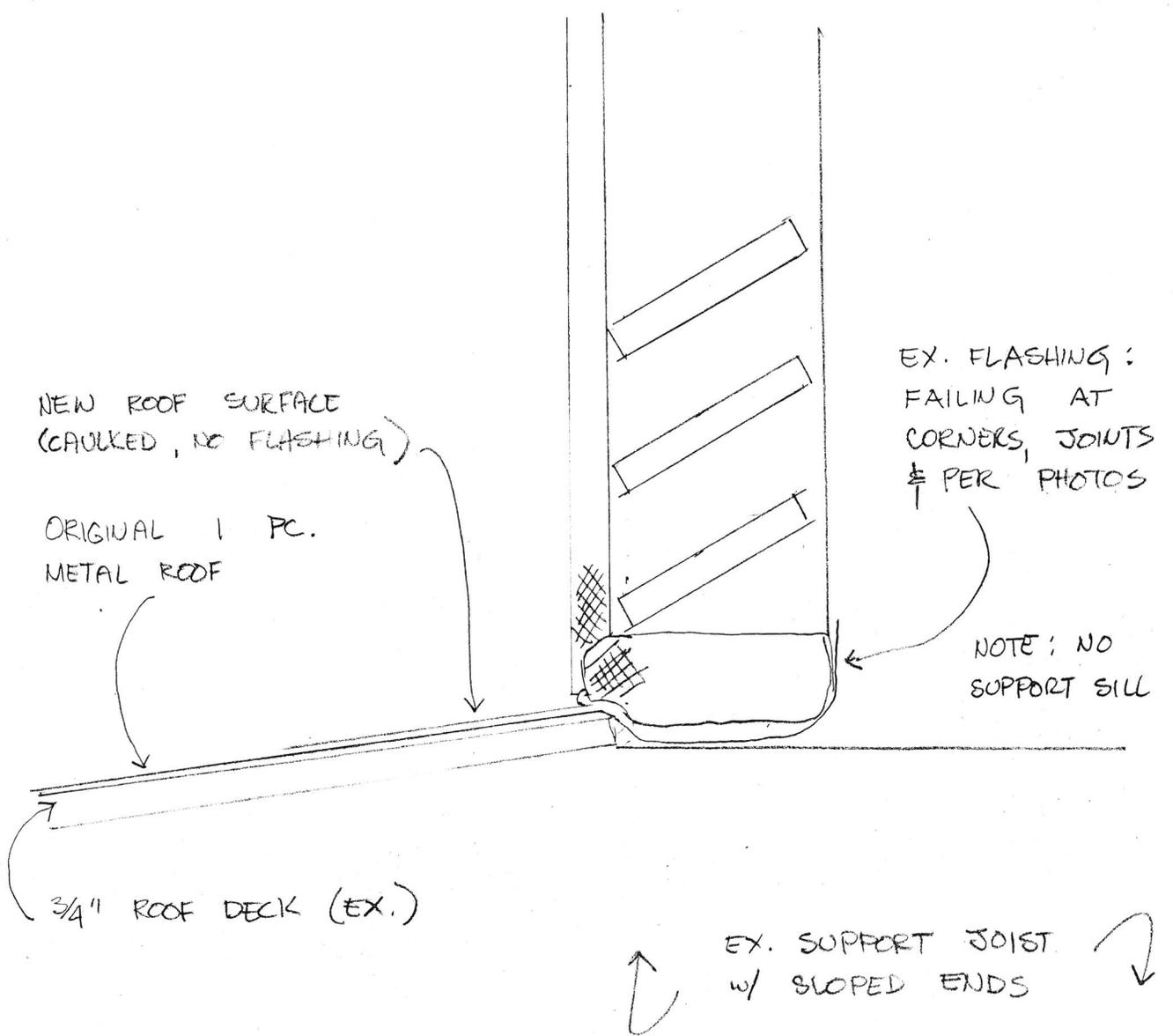
PURCELLVILLE TOWN HALL

1 of 3

12/4/15

RL

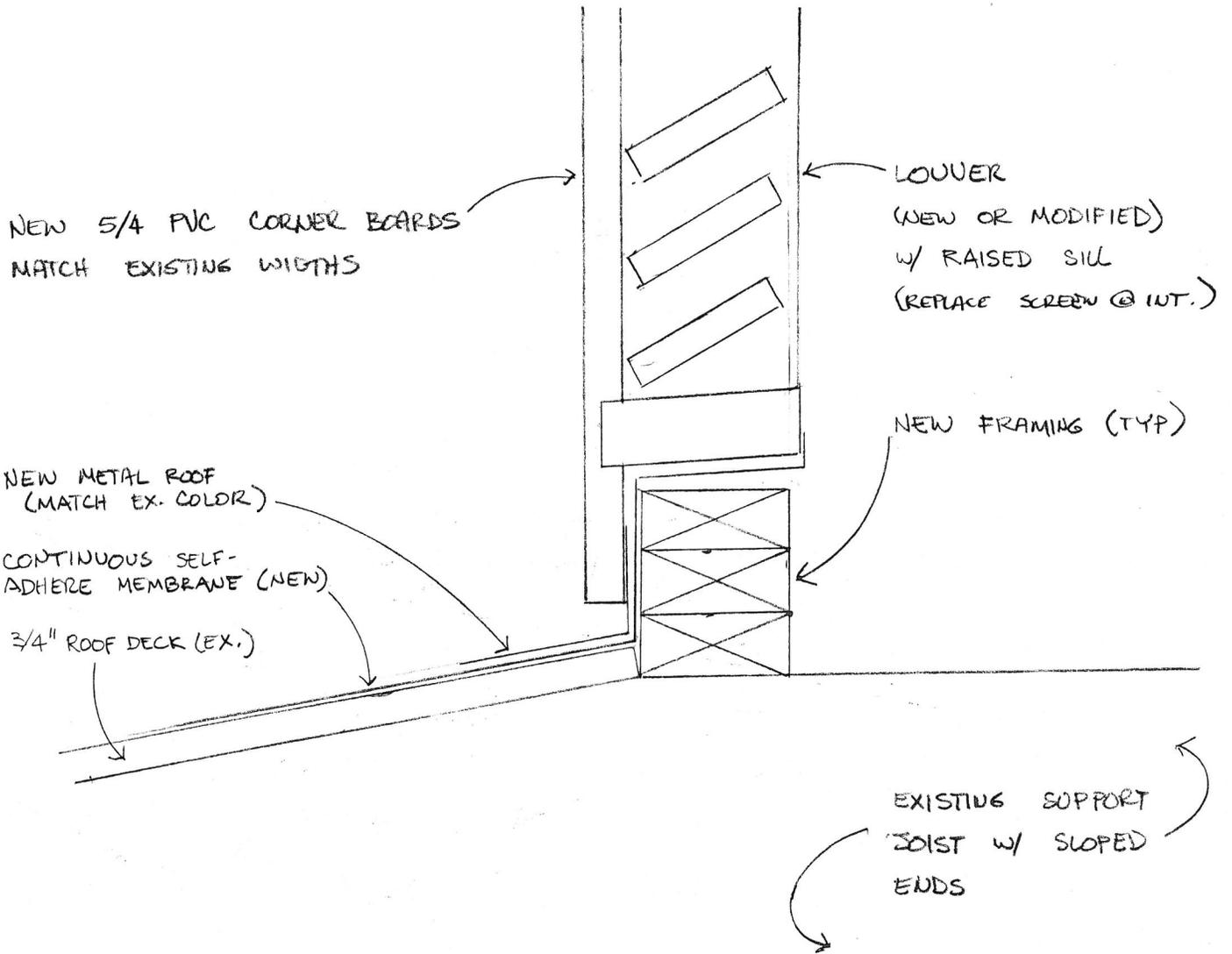
1/4" = 1"



▨ INDICATES DETERIORATED EX. WOOD

EXISTING CONDITION DETAIL AT
BOTTOM OF LOUVER (TYP.)

FURCELVILLE TOWN HALL CUPOLA 2 OF 3 12/4/15 RL
1/4" = 1"



PROPOSED FRAMING & FLASHING DETAIL

FURCELLVILLE TOWN HALL CUPOLA 3 OF 3 PL 12/4/15
 1/4" = 1"



1.

Exterior view showing typical condition at bottom of upper section of cupola. Louver sits directly on roof, and bottoms of corner boards and louver are deteriorated to the point where they do not hold paint well.



2.

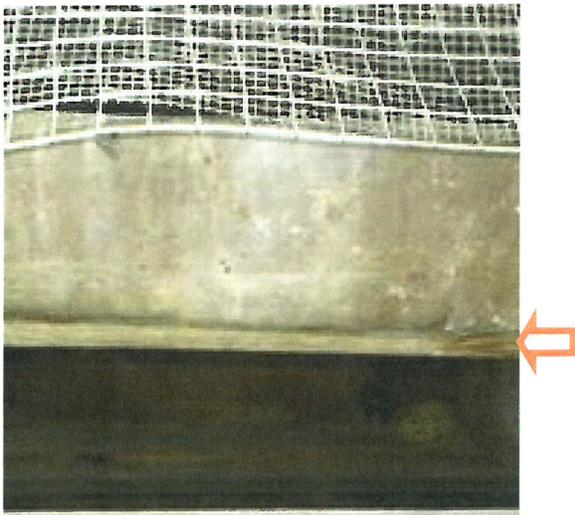
Similar to above, showing open joint and failed previous attempt at caulk.



3. Interior showing water infiltration along top edge of support joist, sloped section, below roof between cupola sections.



4. Similar to 3. Note plywood sheathing at exterior of lower section, indicating previous modifications.



5. Interior view showing flashing below louver. View is from from below. Note deteriorated metal at outside bottom corner of roof/flashing.



6. Similar to 5. Again showing metal roof/flashing failure.

PROPOSAL



PO Box 2158
 Purcellville, Virginia 20134
 540-338-5341 Fax 540-338-5480
 Class A Contractor # 2705-023989A
 www.lautenconstruction.com

PROPOSAL SUBMITTED TO Bob Dryden c/o Town of Purcellville		PHONE 540-454-3640	DATE 12/2/15
STREET 221 South Nursery Avenue		JOB NAME Cupola	
CITY, STATE, and ZIP Purcellville, VA 20132		JOB LOCATION Town Hall	
ARCHITECT	DATE OF PLANS	JOB # #6906	

We Propose hereby to furnish material and labor – complete in accordance with specifications below, for the sum of:

Forty-nine Thousand, Nine Hundred Seventy and 00/100 dollars (\$ 49,970.00)

Payment to be made as follows:
 Down payment of 1/3 due at start of work. Balance due upon completion.

Payment is due upon receipt of invoice.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Lauten Construction Co., Inc. by

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 30 days.

- Repairs to Cupola at Purcellville Town Hall [\$24,720.00] to include:
 - Build scaffold around outside of cupola for ease of access.
 - Remove existing transition metal roof, cornerboards, and louvers.
 - Repair any damaged sheathing on transition roof.
 - Install new framing around bottom of upper section per drawing in report.
 - Install ice and water shield on transition roof and vertical on exposed framing.
 - Install new metal roof on transition roof. Color to match existing.
 - Install new AZEK PVC cornerboards.
 - Modify and re-install existing louvers to accommodate new framing. Note: Louver sections will be approximately 4-6" shorter than they currently are.)
 - Caulk and paint all new work.

Exclusions:

Any unanticipated repairs to existing framing or trim.
 Repairs to lower section of cupola or areas above louvers.

Add Options, included in above contract price:

Replace siding on lower section with new fiber cement siding, along with cornerboards and trim.	\$4,600.00
Completely rebuild louvers in PVC or fiber cement	\$7,200.00
Replace all trim on entire cupola with PVC or fiber cement	\$7,500.00

- New Attic Access: \$5,950.00
 - Provide new attic access, including new Rainbow M2554 Attic Stairs. Remove framing as necessary to install new stairs. It is not anticipated that any structural engineering will be necessary. If structural engineering is required, it is excluded from this contract. Includes drywall repair at ceiling.

INVOICES ARE DUE UPON RECEIPT.

Unpaid balance over 30 days will be assessed a finance charge of 1.5% per month. If payment of overdue balance is referred for collection, Owner agrees to pay fees and other associated costs.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

January 4, 2016

ADDENDUM to Town Hall Proposal #6906

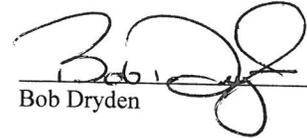
Repairs to Cupola

221 S. Nursery Avenue, Purcellville, VA.

- During construction on the Cupola at the Town Hall, cupola and all adjacent areas will be protected during work and overnight until project is complete.
- Builder will take care to protect existing rubber membrane roof and sidewalks below.
- All new work will be under Builder's standard 5 year warranty.



Drew Lauten



Bob Dryden

1/5/16

ATTACHMENT 3

**Operating Budget
(BA#9 - 2016)
General Fund Budget Amendment**

1/12/2016

General Fund

Revenue Side

Account #	Title of Revenue Account	Increase	Decrease
100-3980000.0000	TRANSFER OF CASH RESERVES	49,970	
Total General Fund Revenue		49,970	

Grand Total General Fund	49,970
---------------------------------	---------------

Expenditure Side

Account #	Title of Expenditure Account	Increase	Decrease
100-4041350.5955	TOWN HALL BUILDING REPAIRS	49,970	
Total General Fund Expenditure		49,970	

Grand Total Expenditures General Fund	49,970
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STAFF REPORT
INFORMATION

Item #12a

SUBJECT: Economic Development Report
DATE OF MEETING: January 12, 2016
STAFF CONTACTS: Patrick Sullivan, Community Development

SUMMARY and RECOMMENDATIONS:

December 2015 Economic Development report.

BACKGROUND:

This is the monthly report prepared by Community Development. The report provides updates as to different ongoing economic/building projects, public and private. The report also includes occupancy permits issued within the past month.

Each month a list of new business occupancies including the number of new employees/jobs created is detailed. The business occupancies are broken down between Home Occupancies and regular Commercial occupancy.

The report further includes an ongoing tally of the day-to-day workings of the Community Development Department such as permits issued, site plans received, lawn complaints, illegal signs, subdivisions, annexation applications, etc.

Red text in the report indicates new information.

ATTACHMENT(S):

1. December 2015 Economic Development Report.



**Department of Community Development
Department Update – 12/31/15**

Public/Town Projects:

1. Loudoun Valley High School –Waiting on some minor submissions to issue a certificate of completion.
2. Mary House of Hope/Town of Purcellville Minor Subdivision – Subdivision Plat and deed were signed on 8/20/15 and were recorded. Application to rezone 781 S. 20th Street from IP to R-2 was received on September 28, 2015. **Planning Commission will hold public hearing on January 7, 2016.**

Business-Related Projects:

Approved and under construction:

In Application Process:

1. Mayfair Industrial – Construction plans submitted on August 28, 2014 for the industrial use section of the Mayfair development. Plans are under review. Second submission with response to comments received from applicant on 12/29/14 and has been sent out for additional review. Additional review comments have been sent to applicant. Third submission of construction plans received on 3/6/15. Record Plat submitted on 2/25/15. Fourth submission of construction plans received on 4/15/15 and sent out for review on 4/16/15. Grading and land prep has begun. All remaining comments on construction plans sent to applicant 5/21/15. Construction plans approved 6/18/15. Revisions to construction plans submitted on 6/18/15 and have been sent out for review. Record plat resubmitted on 5/8/15. The revisions to construction plans were approved on 9/16/15. Record plat approved and recorded. Performance bond is being processed. **Performance bond submitted.**
2. Catoctin Corner – Site plan submitted on 1/18/13 for a shopping center to be located at the northeast corner of E. Main Street and Rt. 287 N. Applicant submitted Traffic Analysis on May 14, 2014. Grading Plan has been submitted and is being reviewed by the County and the Town. 3rd submission received on 2/17/15 and was sent out for review. Review comments sent to applicant on 3/5/15. Waiting for final approval from Loudoun County. Grading plan approved on 7/8/15. Clearing has begun and a construction entrance has been established. Staff has been discussing site plan process with the applicant. Construction plans received on 9/4/15 and site plan received on 9/25/15. Both applications are under review. Proposed gas station has been preliminarily reviewed by the BAR. Certificate of Design for the gas station/convenience store approved by BAR on 11/17/15.

3. Purcellville Crossroads – Application for an annexation of approximately 47 acres located at the NWC of the Route 7 Bypass and Route 287 for a mixed use development. Application was submitted on July 29, 2013. Staff is reviewing the application. Applicant provided a presentation to Town Council on 9/9/14. A complete annexation application is expected the week of April 6, 2015. Concept plan submitted on 4/9/15. Developer held a public informational update at the Carver Center on May 27, 2015. Staff report was presented to Town Council on July 28, 2015; a Council & PC committee has been formed to discuss issues with the County. Applicant submitted a new annexation application on 9/22/15.
4. Vineyard Square –Nine demolition permits were issued on November 5, 2014 and demolition has begun on some of the sheds and accessory buildings. Site Plan submitted on 12/30/14 and was sent out to review agencies on that day. Review comments distributed on 1/30, 2/11 and 2/12/15. Second submission received on 3/3/15. Zoning Determination provided on March 13, 2015. Appeal of Zoning Administrator’s determination to the BZA regarding BAR approval was received on April 10, 2015. Appeal to be heard by the BZA on July 1, 2015. Zoning Administrator’s determination that the CDAs remain valid was upheld by the BZA on July 24, 2015. Waiting on site plan resubmission from applicant. The BZA decision was appealed to the Circuit Court. Third submission of the site plan was submitted on 8/7/15 and is under review. Applicant submitted 2 Deeds of Easement and Vacation for the project on 8/26/15. Public Works and Community Devel. Departments met with the applicant on 8/31/15 to discuss the site plan. Site plan ready for approval after easements are finalized.
2. Valley Energy – Prel./Final Site Plan submitted 6/4/15 for installation of storage tanks at 108 Bailey Lane. The plan has been sent out for review agency comments. Staff is working with applicant on their site plan resubmittal. Second submission received on 9/29/15 and is being sent out to review agencies. Waiting for submission of easements. **Easement submitted and site plan approved on 12/21/15.**
3. Dragon Yong-In Martial Arts – Amended site plan received on 5/8/15 and has been sent out for review. This site plan is for the addition of a soccer field, walking track, covered pavilion and playground. Comments sent to applicant on 6/19/15. Waiting on resubmission from applicant. No news. Will be put back in the active category when they resubmit. Site plan resubmitted on 9/23/15 and is under review.
4. Warner Brook, LLC – Application submitted requesting annexation of two parcels (PIN#s 487-38-8931 and 487-28-1679) totaling 131.29 acres located at 17100 Purcellville Road just north of the Route 7 Bypass. Departments are reviewing the application.

Next Step --- Occupancy Permits:

1. Corcoran Spirits – Interior Fit-up for a spirits tasting room at 251 N. 21st Street, #120 was issued on January 15, 2015.
2. Durand Music, LLC – Interior Fit-up for a music recording studio to be located at 417 Browning Court.
3. INOVA Medical Group and INOVA Urgent Care: Relocated to 740 E. Main Street. Occupancies have been submitted but an upgrade in the meter size may be required.

4. Rite Aid Corporation – Zoning permit application was submitted on 9/18/15 and approved on 10/7/15 for interior renovations to include a clinic at their current location.

Other Projects and their status:

1. Mayfair Residential – Record Plat submitted on October 21, 2014 for the residential dwelling units located on Brookfield property annexed north of Town. Construction plans are under review for the 254 residential planned development and the 8 lot residential subdivision. 3rd submission of construction plans was received on 2/4/15 and comments sent on 3/16/15. Record Plat comments sent to applicant on 3/26/15. Site plan for Route 611 road work was approved on 3/31/15. Fourth submission of construction plans was received on 4/21/15 and sent out for comments on 4/22/15. Grading and clearing has begun. Construction plans approved on 5/15/15. Amendment submitted on 5/20/15 and sent out for review. Third submission of record plat received on 5/6/15. Amendment approved on 9/11/15. Second amendment to the construction plans was submitted on 9/23/15 and is under review. Amendments to the plans have been approved. Record plat approved and recorded. Performance bond is being processed. **Performance bond submitted and zoning permits were issued on 12/18/15 for 16 townhouse units.**

Projects on Hold:

1. SunTrust Bank - On 2/7/12 a zoning permit was issued for the construction of a bank in the Gateway Shopping Center, a stand-alone building at this site. BAR approved the revised building design on March 18, 2014. Site plan is under review. Project has been pushed back to the fall. No resolve in sight.
2. Tilly's Entertainment – Special Use Permit application submitted for outdoor recreation/entertainment complex.
3. The Cottages @ 32nd Street (the Ball property) – Rezoning application received on October 28, 2014 to rezone 10 acres on the west side of 32nd Street from R-2 to PDH-5. The application is requesting 21 duplexes for a total of 42 single family attached dwellings. Concept plan was distributed for review on 11/3 and 11/5/2014. Applicant made a presentation at the January 8, 2015 Planning Commission meeting. Application appears to be on hold.
4. Southern States – Site plan submitted on March 25, 2014 for redevelopment of 261 N. 21st Street. Plan is being reviewed for completeness. Site Plan has been sent out to review agencies. Applicant is working on comments. Interior fit-up was approved on January 13, 2015 and an application for Board of Architectural Review for exterior renovations to existing building was approved with conditions on February 17, 2015. **This is being resurrected and I expect to see an updated application by the middle of January.**
5. McDonalds Restaurant – Certificate of Design approval was issued on August 19, 2014 for the construction of a new restaurant building at 121 N. Maple Avenue (the current site). McDonalds has also submitted special use applications for a restaurant over 4,000 square feet and for a drive through at the same location. Planning Commission held a public hearing and recommended approval to the Town Council

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Zoning Determination Letters	2
Zoning Clearance Letters	27

Requests **2015 Year to Date**

Special Use Permits	2
BAR – Certificates of Design	6
BAR – Pre-application discussions	5
Variances	
Annexations	3
Rezoning	2
Comprehensive Plan Amend.	1
Boundary Line Adjustments	2
Lot Consolidations	
Site Plans	3
Site Plan Amendments	
Minor Site Plans	
Site Plan Revisions	1
Construction Plans	
Construction Plan Amendments	3
Preliminary Subdivision Plats	1
Minor Subdivision Plats	1
Preliminary Subdivision Plat Revisions	
County Referrals	2
Commission Permits	
Easement Plats	4
Record Plats	1
Grading Plans	

Complaints/Violations for the month of December, 2015

Lawn Complaints (Tall Grass)	0
Code Violation Warnings	0
Formal Notices of Violation issued	0
Illegal signs confiscated in the Town's right of way	8
Unresolved violations	2
Resident Complaints (not tall grass)	2

Departmental Initiatives.

Comprehensive Plan Update. Project management plan was approved by the Planning Commission on May 7, 2015. Town Council approved the selection of McBride Dale Clarion to provide planning services for the Comprehensive Plan Update. The Planning Commission will begin the process by holding two public meetings on Saturday, January 23, 2016 at 10:00 AM and 2:00 PM in the Carver Center located at 200 Willie Palmer Way, Purcellville, Virginia. The meetings will be led by town staff and are expected to last approximately two hours each. Both meetings will cover

Economic Development Summary- December 31, 2015

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the same topics with a focus on discussing the opportunities and constraints the Town may face over the next 20 years.

~~The Planning Commission is continuing with a comprehensive review of the zoning uses in the different zoning districts with particular emphasis on Special Use Permits. Please contact the Community Development Department (540-338-23040 or check the Planning Commission's agendas online (www.purcellvilleva.gov) for updated information regarding this project. The Planning Commission will hold a public hearing on the changes September 3, 2015. Because of technical difficulties the public hearing was continued to September 10, 2015. After making minor changes in response to the public hearing, the Planning Commission recommended adoption of the proposed zoning text changes to the Town Council. Town Council held a public hearing on the changes on October 27, 2015 and will discuss the proposed zoning text changes at their next meeting. The Town Council approved changes to the Zoning ordinance December 8, 2015.~~

The Economic Development Advisory Committee has completed a strategic tourism plan. The committee has initiated three action items to begin implementing the plan. The first initiative is preparing an events calendar for the Town, the second is the placement of a mural on the side wall of the Purcellville Restaurant on Main Street, and the third is utilizing the Gazebo on 21st Street as an information kiosk. Work continues on the three initiatives. In addition the committee has been reviewing, at Council's request, The RSR Gateway Annexation request, the Shop Local Program, and the Special Events Ordinance and other economic initiatives that the Town might consider.

The EDAC committee meets the first Tuesday of every month at 7PM in Town Hall and welcomes public input and participation.

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STAFF REPORT
DISCUSSION/ACTION ITEM

Item # 12c

SUBJECT: Town Hall Signage

DATE OF MEETING: January 12, 2016

TOWN COUNCIL CONTACT: Mayor Fraser

STAFF CONTACT: Robert W. Lohr, Jr., Town Manager

SUMMARY and RECOMMENDATIONS:

The Mayor was approached by people within the community about potentially changing or upgrading the name that is displayed on the front of the Town Hall at 221 South Nursery Avenue. After receiving these inquiries, the Mayor requested staff look into potentially adding "Purcellville" to the Town Hall signage over the front entrance porch. Because of the small bump-out between the two internal pillars, the Town would have to take down the existing lettering and shrink the letters from the existing 8" tall letters to 6½" to add "Purcellville" to the Town Hall signage. A copy of the proposed example is included under Attachment 1.

BACKGROUND:

A quote to complete this potential project was obtained and is provided under Attachment 2. According to the quote, the cost would be \$2,250 and the work would involve removing the existing the letters and installing new letters as shown in the picture provided under Attachment 3.

ISSUES:

While it would clearly identify the building, it will result in smaller letters so that it will fit in the designated space.

BUDGET IMPACT:

Since the Town does not have any additional funding that is available under the Town Hall budget this year, the Mayor talked with the Purcellville Garden Club about funding this

project and they have expressed interest. If this materializes, the cost of this project will be funded without any tax dollars being allocated.

MOTION:

"I move that we direct staff to proceed with the installation of new letters identifying 221 South Nursery Avenue as the Purcellville Town Hall provided that the funding for this project is paid for by non-governmental/tax resources.

ATTACHMENTS:

- 1) Example of proposed lettering
- 2) Project quote
- 3) Picture representing proposed lettering

11'4"w x 15"h with 8"h Letters

TOWN HALL

11'4"w x 15"h with 6-1/2"h Letters

PURCELLVILLE TOWN HALL

ATTACHMENT 2

Quail Run Signs, Inc.

43 E. Colonial Hwy
Hamilton, VA 20158

Winner of the 2009 JARBA Award for Conservation Excellence in Signage

Phone No. 540.338.8412 jennifer@quailrunsigns.com

Fax No. 540.338.8413 www.quailrunsigns.com

Proposal

Date	Proposal No.
1/6/2016	540

Name / Address
Town of Purcellville

Description	Project		
	Qty	Cost	Total
Change letters from "TOWN HALL" to "PURCELLVILLE TOWN HALL"		0.00	0.00
Lettering, Aluminum 7" high, 1/4" thickness Stud Mount, per letter	20	60.00	1,200.00
Lift Charge - Aerial Lift required	1	350.00	350.00
Man Hours (removal/repair/paint/install)	7	75.00	525.00
Materials	1	100.00	100.00
Hourly charge for computer-based or hand sketched design	1	75.00	75.00
Payment Terms: A deposit of 50% is required prior commencement of work. Payment in full upon delivery is appreciated. Late penalty of 1.5% per month will be assessed on all accounts over 30 days.	Total		\$2,250.00

Approval Signature _____

Date _____



PURCELLVILLE TOWN HALL

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STAFF REPORT
DISCUSSION ITEM

Item # 12e

SUBJECT: Operational Audit Discussion

DATE OF MEETING: January 12, 2016

STAFF CONTACTS: Robert W. Lohr, Jr., Town Manager

SUMMARY and RECOMMENDATIONS:

At the request of Mayor Fraser, the Town began looking at options to conduct an operational audit of the Town's services and programs. Council developed Strategic Initiatives at the first strategic planning session and identified this as one of the items they would like to pursue but did not go into specific details. Staff has recommended that a series of questions or priorities be established prior to the Town beginning this process since it is not fiscally or operationally prudent to try to do intensive audits of all departments in one year. As a result, staff has recommended that the Council identify one department or group each year to complete an additional audit and select a firm that has experience in those type of specialized departments to conduct the audit annually.

BACKGROUND:

Over the last year, discussions have continued as to the costs versus benefits to completing an additional operational audit above and beyond normal review and financial audits conducted by local governments. The Town currently conducts intensive financial audits each year that is dictated by federal, state and industry guidelines. These audits last for months and review all levels of financial and operational components. We are also subject to intensive inspections of our field operations by regulatory agencies such as DEQ, EPA, VDOH and VDOT. The Town also completed a significant credit rating review several years ago and a follow-up review last year by Fitch. These reviews looked at not only our financial position but the operations of our government at all levels. In addition, the Police Department is subject to annual inspections by the state and we voluntarily submitted our Department for state accreditation which involves an intensive review by peers on hundreds of operational standards.

Staff has recommended that if Town Council wants to move forward with this process that

we have Town Council address the following questions and priorities:

- 1) Town Council needs to identify the department or group to review each year. This is critical because trying to do more than one department or group per year would cause significant interruption to our operations. As leaders, it has been suggested that Town Council volunteer to be the first group evaluated for efficiency and operational processes. So much in leadership, management and organizational success begins at the top and it would only make sense. Especially in a small town like our community, the Mayor and Town Council have so much more of a role that clearly crosses over into operations and processes. Having our house in order at the top is usually the best starting point and it also sets a great example. I would then recommend in the next fiscal year (2017), we follow-up with Administration. This would set the positive tone that as leaders and policy makers we are willing to have our levels evaluated first. I also believe that by looking at the leadership first it will produce some significant suggestions for improvements at all levels.
- 2) Depending on which departments we are evaluating, different firms may provide better expertise. The operational expert in the water/wastewater treatment plant area may not be the most versed in police or finance operations. I have talked around the state and few communities go to this level but all agreed that one firm would not be able to do a thorough job that we would expect and hope for under this type of review.
- 3) The firm should not be brought in by the Mayor, a Town Council member or the Town Manager because that gives the perception of bias or favoritism. The firm should be procured by a team of staff and Town Council which can then select the best candidate for the chosen department. If the work is conducted for free or pro bono and procurement is not used, the firm should not be able to bid on future work that could be generated by their volunteer assessments. This is an ethical issue that sometimes is permitted in the private sector and federal government but is frowned upon and can be illegal in local government procurement. There has been too many times here in the last two decades where individual members of Town Council or a group of Town Council have accepted free or volunteer offers from individuals or companies to undertake tasks on items such as plant operations, websites and building operation evaluations only to have significant challenges or problems later when work or the impartiality of the group was challenged.

ISSUES:

The Council needs to determine the process and priorities of how we will proceed.

BUDGET IMPACT:

This will be determined by the potential cost of the audit and whether the firm(s) will be willing to complete the work pro bono or charge a reduced or regular market rate. Given the cost for previous audits and operational reviews, the Town can expect to see a budget ranging from \$0 to \$25,000 a year based on the level of detail and review that is applied to each organization/department. The money is not in the current budget so it will need to be added by a budget amendment.

MOTION(S):

To be determined by Council's discussion.

ATTACHMENTS:

None

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STAFF REPORT
INFORMATION ITEM

Item #14

SUBJECT: Approval of December 8, 2015 Meeting Minutes

DATE OF MEETING: January 12, 2016

STAFF CONTACTS: Diana Hays, Town Clerk/Project Manager

SUMMARY and RECOMMENDATIONS:

Attached are the meeting minutes for the December 8, 2015 Town Council Meeting.

ATTACHMENT(S):

1. Meeting Minutes

**MINUTES
PURCELLVILLE TOWN COUNCIL REGULAR MEETING
DECEMBER 8, 2015
TOWN HALL HERITAGE ROOM & COUNCIL CHAMBERS**

The regular meeting of the Purcellville Town Council was convened at 6:00 PM in the Heritage Room with the following in attendance:

PRESENT: Kwasi Fraser, Mayor
Ben Packard, Vice Mayor
John Nave, Council member
Joan Lehr, Council member
Karen Jimmerson, Council member
Patrick McConville, Council member
Doug McCollum, Council member

ABSENT: None

STAFF: Robert Lohr, Jr., Town Manager
Danny Davis, Assistant Town Manager
Sally Hankins, Town Attorney
Alex Vanegas, Director of Public Works
Elizabeth Krens, Director of Finance
Connie LeMarr, Assistant Director of Finance
Joe Schroeck, Police Dept.
Patrick Sullivan, Director of Community Development
Daniel Galindo, Senior Planner
Melanie Scoggins, Events Specialist
Diana Hays, Town Clerk

CALL TO ORDER OF REGULAR MEETING:

Mayor Fraser called the regular meeting to order at 6:30 PM.

INTERVIEWS FOR COMMITTEES, COMMISSIONS AND BOARDS:

Tip Stinnette interviewed for a vacancy on the Planning Commission.

Steve Remick re-interviewed for a vacancy on the Parks and Recreation Advisory Board.

After the interviews, Council convened in Council Chambers and lead the Pledge of Allegiance.

AGENDA AMENDMENTS/APPROVAL:

None

PROCLAMATIONS/RECOGNITIONS:

- a. Jeff Light, Community Garden Volunteer

Town Council recognized Jeff Light for his exceptional volunteer service to the Community Garden.

PRESENTATIONS:

Liz Krens introduced Matt McLearn from Robinson, Farmer, Cox Associates who presented the FY2015 CAFR for fiscal year ending June 30, 2015.

STANDING COMMITTEE/COMMISSIONS/BOARD REPORTS:

- a. Planning Commission, Doug McCollum, Chairman

Chairman McCollum stated the Planning Commission held a public hearing on the application for a text amendment on OA15-03 to increase the maximum enrollment of home childcare from six to twelve in all zoning residential districts. While there were several residents in attendance in support of the application, several HOA's submitted written statements in opposition to the application, including the applicants HOA. The Planning Commission agreed that the application would not be approved but will be reviewed as a special exception by the Board of Zoning Appeals applying the standards the Planning Commission believes should be used. The Planning Commission intends to hold a public hearing on January 7, 2016 on the standards and procedures.

Chairman McCollum stated that on December 3 several Council members met individually with a consultant for the upcoming comprehensive plan review and expressed the preference for significant public outreach and confirmed that the first two meetings of the comprehensive plan review will be held on January 23 and March 19.

Chairman McCollum noted that he will be working with staff to prepare an annual report for 2015 and will submit to Council by mid-January.

- b. Board of Architectural Review, Vice Mayor Packard

Vice Mayor Packard stated that the BAR approved plans that the applicant had submitted for the gas station awning.

- c. Parks and Recreation Advisory Board, Eamon Coy, Chairman

Chairman Coy talked about the Christmas in Purcellville events.

Chairman Coy talked about Fireman's Field and possibility of it being sold. Chairman Coy added that the PRAB feels the park is an asset and should be administered by the Town. The PRAB suggested that the Town take at least six months and look at what the Town and what the citizens of the Town want to do regarding Fireman's Field.

Council member Lehr stated she would like to see Council let the PRAB look at methodologies to manage Fireman's Field. Chairman Coy added that the PRAB has discussed the current lease agreement that is in place with the County and added it is hardly readable and feels the agreement needs to be reviewed with the County. Council member Jimmerson added she believes the lease was a long term lease that is just now being reviewed due to the expiration date. Mayor Fraser added that the option was presented by Town staff after doing due diligence on the financial burden of Fireman's Field, and the debt and tax currently being paid would cause taxes to increase to the citizens. Mayor Fraser added he would email Chairman Coy and arrange a meeting with the PRAB to continue discussions.

d. Economic Development Advisory Committee, Council member Nave

Council member Nave talked about the projects that that the EDAC is looking into to include a data center, an informational video on the Town, mural, gazebo on 21st Street, Shop Purcellville and the development of a merchants alliance, solar panel business initiative, Fireman's Field cost savings and other ways to generate revenue and save costs to the Town.

e. Purcellville Arts Council, Council member Jimmerson and Liz Jarvis, Chairperson

Chairperson Jarvis noted that the Arts Council met in December and talked about the following: Purcellville's inclusion in a County-wide artisan trail, pop up galleries in empty retail space, art in business, public art/donated sculpture and possible fundraising to pay for permanent public art, exhibits in Town Hall, and the Train Station artisan holiday show. Chairperson Jarvis added that the Purcellville Arts Council has five active members and will be looking to add at least five more members after Council determines if the PAC will continue to operate as an ad hoc committee under the PRAB or something else. Chairperson Jarvis stated that the PAC would prefer to be a standing committee as they are performing the requirements and following the guidelines for that currently.

PUBLIC HEARINGS:

a. **Zoning Ordinance Text Amendment OA15-01**

Gene Turnelle of STC Management has submitted an application, coded by the Town as OA15-01, to amend Article 4, Section 6.2 of the Zoning Ordinance of the Town of Purcellville, Virginia to allow "Automobile and truck maintenance, service and repair, including the sale of accessories associated with automobiles and trucks" as a permitted use in the C-1 Office Commercial District.

Mayor Fraser opened the public hearing at 7:31 PM. Speakers were granted three minutes to speak. Daniel Galindo gave the staff presentation. Mark Nelis provided the applicant presentation and stated he was representing STS Management LLC.

Kelli Grim of Devonshire Circle stated she called other local businesses in Town that provide the same service as Jiffy Lube to see what they thought about this application. Ms. Grim added that the comprehensive plan does not accommodate this issue.

Ms. Grim added that the current comprehensive plan while outdated, should be respected.

Christian Skofteland of 404 N. Mohawk Court requested that Council follow the Planning Commission's advice and deny the zoning change due the traffic impacts on Hirst Road and environmental impacts.

John Chapman of 125 Hirst Road stated he owns the property on Hirst that is currently C-1 that this change would affect. Mr. Chapman added he doesn't feel that a Jiffy Lube would create more traffic than a three story office building. Mr. Chapman talked about the strict environmental guidelines that have to be followed and asked that Council help to move the project along.

Mark Nelis followed up on his previous comments and stated that Jiffy Lube is an ideal applicant in the location being proposed.

Vice Mayor Packard clarified that the applicants did meet with several members of Council and added that he did not confirm either way and stated he would need to check with the status of the zoning and hear public comments. Mayor Fraser confirmed he had met with the applicant as did Council member Nave, Council member Jimmerson, Council member McConville (along with Dennis Beese and Council member Nave) and Council member Lehr.

Marion Karol of 35741 Winslow Court in Round Hill asked Council to consider looking at Jiffy Lube's methods in cleaning up oil spills and what their record is.

Mayor Fraser closed the public hearing at 7:58 PM.

b. **Zoning Ordinance Text Amendment OA15-02**

Virginia Regional Transit of Purcellville, Virginia has submitted an application, coded by the Town as OA15-02, to amend Article 4, Section 10.3 of the Zoning Ordinance of the Town of Purcellville, Virginia to allow "Commuter Parking Lot. Parking lots or structures designed for short term parking of vehicles the occupants of which transfer to public transit to continue their trips." as a use permitted by special use permit in the CM-1 Local Service Industrial District.

Mayor Fraser opened the public hearing at 7:58 PM. Speakers were granted three minutes. Daniel Galindo gave the staff presentation. Mark McGregor, CEO of Virginia Regional Transit gave the applicant presentation.

Kelli Grim of Devonshire Circle and talked about the traffic on the road. Ms. Grim asked if the park and ride is temporary since the County is looking for park and ride property, replacing an existing, for how long and why wouldn't the amount of cars coming and going in that location be looked at and would appreciate answers.

John Chapman of 125 Hirst Road stated his office is in the CM-1 district and since there is a bus garage, a parking lot is perfect for the district.

Council member Nave asked about the number of spaces at St. Andrews versus what would be at the new lot. A representative from the County stated that there are 68 spaces at St. Andrews (which is expected to decrease) and approximately 230 spaces at the new lot.

Marion Karol of 35741 Winslow Court in Round Hill asked what would happen to the Hamilton Park and Ride Station by adding the new lot and expressed concerns for the money spent on the Hamilton lot.

Mark McGregor stated it would be inappropriate for a company to contract with the County for a lot until the use is permitted, and added that the number of proposed spaces will allow for significant growth.

After brief Council comments, Mayor Fraser closed the public hearing at 8:16 PM.

c. Sale of Town Asset Located at 781 S. 20th Street

The Town is considering selling real property owned by the Town of Purcellville located at 781 South 20th Street (South 20th Street is also known as State Route 611), and identified in Loudoun County land records as parcel identification number 489-38-4477. The property consists of approximately 0.3471 acres and is valued at approximately \$339,000. The Town has leased the property since 2005 to The Good Shepard Alliance and is considering selling the property to The Good Shepard Alliance.

Mayor Fraser opened the public hearing at 8:16 PM. Speakers were granted three minutes. Rob Lohr provided the staff presentation.

Kelli Grim of Devonshire Circle talked about assets that the Town has purchased and sold. Ms. Grim stated she has not seen a full breakdown of the life of the asset of all of the expenses and rent collected or appraisals.

Rob Lohr added than an appraisal has been done on the property.

Mayor Fraser closed the public hearing at 8:24 PM.

CITIZEN/BUSINESS COMMENTS:

Kelli Grim of 812 Devonshire Circle talked about the zoning use changes and the information that should be provided prior to the public hearings, including a list of businesses that would become non-confirming. Ms. Grim referenced Article 10 Section 5 and stated that after the public hearing on November 10, the changes reversed and added things and according to the Town's code it clearly states that another public hearing is required when an increase in density

has occurred. Ms. Grim requested that Council member McConville recuse himself from the issues.

Marion Karol of 35741 Winslow Court in Round Hill asked questions regarding the proposed plan including parking concerns, a splash fountain, and the businesses that would be affected by the proposal. Ms. Karol requested that the process of annexation be reviewed and stated that the applicant did not complete the process by providing a pedestrian circulation plan, and recommended that the plan be rejected because it is not good enough.

Patricia DiPalma-Kipfer of 38038 W. Colonial Highway stated she feels the agenda is too ambitious and overwhelming and that this may be an end of the year push through, and requested that Town Council consider table the zoning district use changes amendment for early 2016 to give citizens and Council time to read over the changes being proposed.

Steve Varnecky of 37489 Chappelle Hill Road and talked about the release of information and suggested to Council that when there is an issue with different points of view that Council may want to collaborate to create a white paper or report that provides readers concisely about a complex issue to help readers understand an issue, and also suggested adding it to the Facebook page to allow residents to comment.

Christopher Braganza of 37809 Wright Farm Drive talked about Purcellville Crossroads and how the residents of Wright Farm have rejected the original proposal as well as subsequent proposals and some of the reasons why. Mr. Braganza asked Council to consider how the proposal would affect in Town residents as well as out of Town residents.

Lydia Clark of Highland Farm Place in Wright Farm talked about Purcellville Crossroads and the amount of questions still to be answered in regards to traffic, noise, safety, environmental, schools, etc. and asked if Council can make a fair determination without these answers. Ms. Clark stated that Council member McConville should recuse himself from the vote, the entire project, and any other project that Bowman Consulting is involved in, and asked that Council deny the annexation request.

Matt Parse of 37738 Wright Farm Drive stated that there is no detail in any of the analysis that has been done regarding the Kline property. Mr. Parse asked if a detailed financial impact of the businesses in Town if a development is put outside of the central business district. He stated that there has not been. Mr. Parse stated that he has engaged legal counsel to protect his assets.

David Scruggs of 37922 Wright Farm Drive stated he has talked a few times with Council about the Purcellville Crossroads Annexation and talked about lessons learned including project size, density change from the surrounding uses and financing of the project.

Leslie Thurman of 16731 Michelson Drive talked about the Purcellville Crossroads Annexation and the business aspect in how this would affect existing businesses. Ms. Thurman stated she does not know how Council could approve this with all of the opposition.

COUNCIL COMMENTS:

Council member Nave thanked staff and the Planning Commission for all of their work and requested that Council be open and truthful with upcoming votes.

Council member Lehr stated that Council serves all of the people and to remember that there is a fiscal responsibility to the Town. Council member Lehr added that all that is being voted on is to ask the County what their opinion is on the piece of land, and added that the County rejected the Town's request to form a four person committee to discuss these types of annexation processes. Council member Lehr stated she would rather control the land than not even if it means annexing it, and is in support of talking with the County. Council member Lehr thanked the Planning Commission and does not believe a new public hearing is needed based on the changes made. Sally Hankins requested time to review the changes made before rendering a decision on whether or not another public hearing needs held. Sally Hankins requested a recess with Dan Galindo. Mayor Fraser granted the request.

Vice Mayor Packard thanked staff for the tree lighting. Vice Mayor Packard stated that on December 3 he met with the comprehensive plan group that interviewed. Vice Mayor Packard added that he spoke with Molly Novatny of Cooley about the uses. Council member Packard stated that the majority of the meeting agenda contains very little new information.

Council member McCollum stated that he and Council member Lehr met with representatives of the Warner property to talk about outdoor lighting for recreational facilities as a special use permit in two districts. Council member McCollum thanked Chief McAlister for her reports.

Council member McConville stated that on the agenda is an action item regarding Purcellville Crossroads Annexation application in which the applicant is Pleasants Kline LLC. Council member McConville stated that he is full time employee as a land survey technician with Bowman Consulting Group. Bowman provides engineering and consulting services which may include survey work to Pleasants Kline LLC concerning the Purcellville Crossroads Annexation application. Council member McConville added that because of his position as a member on Council do not and will not personally work on the Purcellville Crossroads Annexation nor will he work for Bowman on any project within the jurisdictional limits of the Town of Purcellville. Council member McConville stated he is fully committed first and foremost to serving the interests of the citizens of Purcellville, and is confident in his ability to participate fairly, objectively and in the public interest in the Purcellville Crossroads Annexation as well as in other land development applications in which Bowman provides its consulting services. For these reasons, Council member McConville stated he plans to participate as a Council member in these discussions and decisions. Council member McConville thanked staff and citizens for attended the tree lighting and talked about the other upcoming Christmas events around Town. Council member McConville stated that no matter the decision made he will fully support it.

Council member Jimmerson acknowledged Phyllis Randall, the newly elected Chair. Council member Jimmerson stated she had the pleasure of attending an event held at Rehau Academy in Leesburg called In Our Backyard: A Celebration of Loudoun's Historic and Environmental Heritage. Council member Jimmerson added that the tree lighting was very successful.

Council member Jimmerson stated she met with Emily Crowe, the comprehensive plan consultant.

Mayor Fraser recognized Phyllis Randall. Mayor Fraser stated he attended the tree lighting which was well attended, and thanked staff for the event. Mayor Fraser stated that the decisions to be made were not meant to be made quickly and there is a lot of quantity in the data presented and added the data has been presented multiple times over the past eighteen months.

ACTION ITEMS:

a. Kline/Purcellville Crossroads Annexation Request

Patrick Sullivan summarized the staff report and added Council is at a point to decide whether or not to move it to the County for further discussion.

Council member Nave made a motion that the Purcellville Town Council discontinue review and not move forward with the annexation of Purcellville Crossroads at this time.

Council member Nave talked about the reasons to move forward and not move forward with the project and the unknown of the final agreement. Council member Nave talked about the potential revenue to the Town as well as expenses and other ways to generate revenue.

Council member Lehr stated she feels there is a combination of things that can be done to get out of debt. Council member Lehr talked about the Purcellville Crossroads application and would like to see how the County feels about it and would rather control the land than not, and added she disagrees with the motion and will vote against it.

Vice Mayor Packard stated that the comments are heard from the citizens of Wright Farm and their opposition about the annexation. Vice Mayor Packard added that Council represents the residents of Purcellville proper however will take all views into consideration. Vice Mayor Packard stated that if he does not see a clear negative would like to continue to go forward and hear from the stakeholders, etc.

Council member McCollum he looks at the annexation and the proposed development as two separate issues and added that annexation would give the Town control over what happens with the property. Council member McCollum stated that the consequence of not voting to annex and enter into discussions with the County leaves the Town facing financial challenges and consequences of watching growth that it has no control over which he feels is not an acceptable option and will vote against the motion.

Council member McConville stated he would like to see what the County would come back with and looks for the potential benefits.

Council member Jimmerson stated that PUGAMP (an agreement between the Town and the County) would have caused discussions to have already taken place and mitigated all of the problems if it were still in existence. Council member Jimmerson added that the previous

Town Council did away with PUGAMP did it because they did not plan to annex. Council member Jimmerson added she would prefer that the Town know what they want to do with the properties rather than the applicants deciding.

Mayor Fraser talked about the assets in Town and how to generate revenue. Mayor Fraser stated that the information provided to justify the annexation does not sufficiently address the caring capacity or limits beyond which the quality of life, community, character, human health or welfare and safety will be impaired. Mayor Fraser talked about the disadvantages of the annexation application and added he cannot support it.

Motion: Council member Nave
Second: Council member Jimmerson
Failed: 4-3-0

McCollum -	Nay
McConville -	Nay
Jimmerson -	Aye
Nave -	Aye
Lehr -	Nay
Packard -	Nay
Mayor -	Aye

Vice Mayor Packard made a motion that Purcellville Town Council proceed with the Purcellville Crossroads Annexation by adopting resolution 15-12-02 and direct staff to transmit the adopted resolution to the Loudoun County Board of Supervisors along with the staff report for the Purcellville Crossroads application dated December 8, 2015.

Council member Nave asked if there is any idea of what the County will say and if they have been approached since PUGAMP has gone away. Council member McCollum stated they have been approached by the Town and the County said they were not interested in talking until the resolution has been passed. Vice Mayor Packard added that with the upcoming change in Supervisors, we do not know what they might say.

Motion: Vice Mayor Packard
Second: Council member McCollum
Carried: 4-3-0

McCollum -	Aye
McConville -	Aye
Jimmerson -	Nay
Nave -	Nay
Lehr -	Aye
Packard -	Aye
Mayor -	Nay

Mayor Fraser announced a five minute recess at 9:48 p.m. Council reconvened at 9:53 p.m.

Mayor
Kwasi A. Fraser

Council
Joan Lehr
John A. Nave
Patrick McConville II
Karen Jimmerson
Douglass J. McCollum
Benjamin J. Packard

www.purcellvilleva.gov



Town Manager
Robert W. Lohr, Jr.
Assistant Town Manager
Daniel C. Davis

221 S. Nursery Avenue
Purcellville, VA 20132
(540) 338-7421
Fax: (540) 338-6205

TOWN OF PURCELLVILLE

IN

LOUDOUN COUNTY, VIRGINIA

RESOLUTION NO. 15-12-02

PRESENTED:

December 8, 2015

ADOPTED:

December 8, 2015

A RESOLUTION: TO INITIATE A CHANGE OF THE MUNICIPAL BOUNDARY LINE SHARED WITH LOUDOUN COUNTY, VIRGINIA

WHEREAS, the Town Council of Purcellville, Virginia (“Town”) has considered a request from Pleasants Kline – Loudoun, LLC to incorporate certain property into the Town’s corporate limits, consisting of approximately 50 acres located generally at the northwest quadrant of Berlin Turnpike/Route 287 and Harry Bird Highway / Route 7, adjacent to the existing corporate limits of the Town; and

WHEREAS, land within the existing corporate limits of the Town is almost fully developed; and

WHEREAS, the Town desires to attract land uses that will provide cultural, entertainment, commercial, and hospitality opportunities for its citizens and visitors; and

WHEREAS, the Town considers non-residential development to be appropriate at the intersection of Route 287 and Route 7. Incorporation of the property into the municipal limits will allow for the extension of municipal water and sewer services to the property, which in turn will allow for non-residential development on the property; and

WHEREAS, the Town finds that incorporation of the property into the municipal limits will generate increased revenues for the Town and the County that will serve the public interest; and

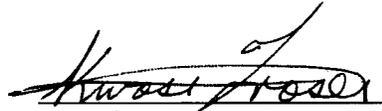
WHEREAS, the Town finds that incorporation of the property into the municipal limits will allow for the more effective and efficient provision of public services to the property; and

WHEREAS, the Town finds that incorporation of the property into the municipal limits will promote orderly growth and the continued viability of the Town.

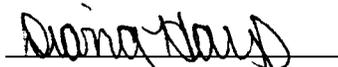
A RESOLUTION: TO INITIATE A CHANGE OF THE MUNICIPAL BOUNDARY LINE SHARED WITH LOUDOUN COUNTY, VIRGINIA

NOW THEREFORE, the Town hereby requests that Loudoun County engage in discussions with the Town regarding the proposed municipal boundary change, and cooperate in developing an agreement between the jurisdictions that could effect such boundary change, subject to public input and approval by the courts as set forth under Virginia Code.

PASSED THIS 8th DAY OF DECEMBER, 2015.


Kwasi A. Fraser, Mayor
Town of Purcellville

ATTEST:


Diana Hays, Town Clerk

b. Zoning District Use Changes Amendment

Sally Hankins stated that the Town has properly advertised and Council may vote at this meeting.

Vice Mayor Packard requested to make the motion. Mayor Fraser approved the request. Vice Mayor Packard made a motion that the Purcellville Town Council adopt Ordinance No. 15-11-01 ordaining text amendments to Articles 2, 4, 6, 8, 9, 11 and 15 of the Zoning Ordinance, for the reasons stated therein, with the following changes:

1. Add lighted sports fields as a special use permit in MC and C-4; and
2. To make any additional changes that are necessary to properly implement Council's directed changes.

The motion was seconded by Council member McCollum.

Council member Lehr requested a friendly amendment that the lighted fields be removed from X because there are no recreational uses in X. Vice Mayor Packard stated he would prefer to wait for further discussion.

Council member Jimmerson requested a friendly amendment to take retail uses from the C-1 district. Vice Mayor Packard stated he would prefer to wait for further discussion.

Council and staff talked about the lighted fields in X and decided to add this as a future discussion item after the comprehensive plan review.

Mayor Fraser made a friendly amendment that Retail Sales General be removed and just have the accessory use. Vice Mayor Packard stated he would rather not do this.

Mayor Fraser restated the motion with no friendly amendments.

Motion: Vice Mayor Packard
Second: Council member McCollum
Carried: 4-3-0

McCollum -	Aye	
McConville -	Aye	v
Jimmerson -	Nay	
Nave -	Nay	
Lehr -	Aye	
Packard -	Aye	
Mayor -	Nay	

*Due to the length of Ordinance 15-11-01 it has not been included but will be filed as part of the permanent record.

c. Sports Grant Funding Process Review

Melanie Scoggins summarized the staff report and asked for changes, if any, from Town Council to be incorporated into the sports grant process.

Council member McConville made a motion that Town Council approve the suggested changes to the Sports Grant Funding Process and Application and adopt the revised Application Form shown in Attachment 1.

The motion was seconded by Council member Lehr with a friendly amendment to have the application on two pages instead of three. Council member McConville accepted the friendly amendment.

Motion: Council member McConville
Second: Council member Lehr
Carried: 7-0-0

McCollum - Aye
McConville - Aye
Jimmerson - Aye
Nave - Aye
Lehr - Aye
Packard - Aye
Mayor - Aye

d. FY17 Budget Development Calendar

Liz Krens summarized the staff report and added that the budget will be delivered on March 15.

Council member Nave made a motion that Town Council adopt the public meeting dates as show on the FY 2017 Budget Calendar, with the understanding that the budget meeting dates may be amended as necessary. The motion was seconded by Council member Lehr.

Motion: Council member Nave
Second: Council member Lehr
Carried: 7-0-0

McCollum - Aye
McConville - Aye
Jimmerson - Aye
Nave - Aye
Lehr - Aye
Packard - Aye
Mayor - Aye



**TOWN OF PURCELLVILLE
ANNUAL SPORTS LEAGUE FUNDING
FY 2016 APPLICATION FORM
APPLICATIONS DUE BY: 5PM ????**

APPLICANT DETAILS

CLUB/LEAGUE (No Acronyms): _____

OFFICIAL REPRESENTATIVE: _____

TITLE: _____

E-MAIL: _____

MAILING ADDRESS: _____

TELEPHONE: (Day) _____

(Mobile) _____

TOTAL AMOUNT REQUESTED: \$ _____

Is your organization recognized as a charitable organization under Virginia § 15.2-953? Yes No
If yes, please provide proof with your application.

GUIDELINES:

The organization/league must serve the Town of Purcellville area and have citizens of the Town of Purcellville as players. *Priority consideration will be given to sports teams that serve Purcellville residents and in which all players are permitted to play regardless of skill level.*

**Participant demographic information may be requested prior to funding approval.*

**Applicants will have an opportunity to address the Parks and Recreation Advisory Board at a standing meeting.*

For more information, call (540) 751-2350. The form should be submitted by mail to the address below, or emailed to mscoggins@purcellvilleva.gov.

**Town of Purcellville
Annual Sports League Funding
221 S. Nursery Avenue
Purcellville, VA 20132**

PARTICIPANT DEMOGRAPHIC INFORMATION

Please provide the total number of participants in your program. _____

Please provide the number of participants that live in Purcellville Town Limits. _____

PAST AWARD USAGE

Is your organization a previous recipient of the Purcellville Sports League Funding grant? yes no

If so, what years did you receive the award?

If so, please state how the funding was used in the most recent year that your organization received the award.

Has your organization received funding sources from other outside organizations in the past? __yes __no

REASON FOR FUNDING:

Please describe the activity/project/use that you are planning to undertake:

USE DESCRIPTION:

How will the money requested assist in your planned activity/project use, if approved?

TIMEFRAME:

When are you proposing to use the funding?

OTHER INFORMATION:

We welcome any further information that may assist us in the processing of your application. Please attach any relevant price quotes, letters of support etc.

DECLARATION:

Organization Name (No Acronyms): _____

The information herein is the best of my knowledge, true and correct.

Name of Official Representative: _____

Signature: _____

Date: _____

e. Extension of Lease for 781 S. 20th Street

Rob Lohr stated that the purpose of the item is to ensure the Town has six additional months under the existing lease to determine whether Council would like to move forward with the sale of the property.

Vice Mayor Packard made a motion to approve the Fourth Amendment to the Lease Agreement with Good Shepherd Alliance, Inc. involving Mary's House of Hope at 781 S. 20th Street. The motion was seconded by Council member McCollum.

Motion: Vice Mayor Packard
Second: Council member McCollum
Carried: 7-0-0

McCollum -	Aye
McConville -	Aye
Jimmerson -	Aye
Nave -	Aye
Lehr -	Aye
Packard -	Aye
Mayor -	Aye

f. Sale of Town Asset at 781 S. 20th Street

Rob Lohr stated that direction is needed from Council to move forward and complete and the final sale of contract that will be brought back to Council for approval at the January meeting.

Council member Lehr made a motion to suspend the processes and procedures because a public hearing was held this evening and the procedures state a vote would not take place the same night without suspending the procedures. Sally Hankins added that because final action is not taking place, the rules would not need suspended.

Council member Jimmerson made a motion that Council authorize the Town Manager and Town Attorney to complete the following items:

- 1) Authorize the sale of Mary's House of Hope identified as parcel A which includes .3471 acres and improvements to the Good Shepherd Alliance;
- 2) Authorize the sale in the amount of \$300,000;
- 3) Authorize the completion of a sale contract which will be brought back to Council for final approval at the January meeting.

The motion was seconded by Vice Mayor Packard.

**FOURTH AMENDMENT TO THE GOOD SHEPHERD ALLIANCE LEASE
AGREEMENT**

This Fourth Amendment to the Good Shepherd Alliance Lease Agreement is dated December 8, 2015 and is between the TOWN OF PURCELLVILLE, VIRGINIA, a municipal corporation (“**Town**”) and THE GOOD SHEPHERD ALLIANCE, INC., a Virginia corporation (“**Good Shepherd**”).

Recitals

R1. The Town is the owner of certain real property consisting of approximately 9.22 acres and identified by Loudoun County as Parcel Identification Number 489-28-2069-000 (“**Property**”), which was acquired by the Town by a Final Order of Boundary Line Adjustment entered by the Loudoun County Circuit Court on April 2, 1992, in At Law Case No. 13412, which Order is recorded among the land records of Loudoun County, Virginia, at Deed Book 1163, Page 1000.

R2. The Town of Purcellville leased a portion of the Property identified as 781 South 20th Street (“**Premises**”) to Good Shepherd by a Lease Agreement dated May 25, 2005, which lease terminated on March 31, 2010.

R3. The Town of Purcellville again leased the Premises to Good Shepherd by a Lease Agreement dated June 2, 2010 (“**Agreement**”), which Agreement was extended by a Second Amendment to the Lease Agreement (no First Amendment exists), which extended the term of the Agreement from March 31, 2015, through June 30, 2015. An additional Third Amendment extended the term of the agreement from July 1, 2015 through December 31, 2015.

R4. The Town and Good Shepherd wish to further extend the Agreement through June 30, 2016.

NOW THEREFORE, that for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Agreement is hereby extended for six months, commencing January 1, 2016 and continuing through June 30, 2016.
2. In all other respects, the Agreement is hereby confirmed and incorporated herein by reference.

WITNESS the following signatures and seals:

TOWN OF PURCELLVILLE, VIRGINIA

By: _____
Robert W. Lohr, Jr., Town Manager

COMMONWEALTH OF VIRGINIA

COUNTY of LOUDOUN, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2015 by _____, Town Manager of the Town of Purcellville, Virginia.

Notary Public

My commission expires _____
Registration No. _____

THE GOOD SHEPHERD ALLIANCE, INC.

By: _____

Its: _____

COMMONWEALTH OF VIRGINIA

COUNTY of LOUDOUN, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2015
by _____, its _____.

Notary Public

My commission expires _____
Registration No. _____

APPROVED AS TO FORM:

Sally G. Hankins, Town Attorney

Vice Mayor Packard that this item has been discussed previously by Town Council during a closed meeting.

Motion: Council member Jimmerson
Second: Vice Mayor Packard
Carried: 7-0-0

McCollum -	Aye
McConville -	Aye
Jimmerson -	Aye
Nave -	Aye
Lehr -	Aye
Packard -	Aye
Mayor -	Aye

g. Town's Financial System Upgrade

Danny Davis summarized the staff report and talked about the technology and cost for the upgrade as well as staff support and other municipalities that use Munis as well as the implementation timeframe. Rob Lohr talked about the high level of requests that come from the residents, Council and staff and the need for a system of this type. Danny Davis talked further about the benefits of Munis. Liz Krens added that the Town is looking for software with the functionality built in to last for many years as well as an out of the box type of product that will not require another level of IT staff. Council expressed their concerns with the cost of the product as well as not seeing comparisons.

Council member McCollum made a motion that the Town enter into a License and Service Agreement with Tyler Technologies, Inc. through the National Joint Powers Alliance Contract (RFP#113011) for the Munis ERP System, at a price not to exceed \$362,674 for the license, implementation, data conversion, and other services related to implementation, plus \$40,124 in annual recurring service fees, with all such funds to be paid from Unassigned Fund Balance. I further move that Council authorize the Town Manager to sign such License and Service Agreement with Tyler Technologies once all other terms and conditions are approved by the Town Attorney, Town Manager, and Assistant Town Manager. And, I move that Town Council approve an Amendment to the adopted Fiscal Year 2016 Budget, to transfer no more than \$170,000 from Unassigned Fund Balance to the Financial Systems Upgrade Capital Project, with future fiscal year expenditures related to this project to be programmed in future annual budgets. And I further move that Council approve the addition of Town staff equivalent to 1.5 FTE, with 1.0 FTE in Information Technology and 0.5 FTE in Finance. The motion was seconded by Vice Mayor Packard.

Mayor Fraser stated he cannot support the motion due to the cost to the Town and would like to see competitive bids.

Motion: Council member McCollum
Second: Vice Mayor Packard
Failed: 4-3-0

McCollum -	Aye
McConville -	Nay
Jimmerson -	Nay
Nave -	Aye
Lehr -	Nay
Packard -	Aye
Mayor -	Nay

h. Travel Alternatives and Roadway Improvements Between Western Loudoun and Leesburg

Council member McConville talked about the traffic issues traveling east on Route 7 and would like to put together a letter that other western towns within the County could support and send to Senators and Board of Supervisors.

Council member McConville made a motion that Town Council approve Resolution 15-12-03, endorsing the letter shown in Attachment 2, and that the Resolution and letter be sent to the Town Councils of Lovettsville, Round Hill, and Hamilton. The motion was seconded by Vice Mayor Packard.

Motion: Council member McConville
Second: Vice Mayor Packard
Carried: 6-1-0

McConville -	Aye
McCollum -	Aye
Jimmerson -	Nay
Nave -	Aye
Lehr -	Aye
Packard -	Aye
Mayor -	Aye

Council member Jimmerson stated she feels there are little or no options.

Council member Lehr made a friendly amendment that the letter be approved but have staff make a few grammatical changes. Council member McConville accepted the friendly amendment.

Mayor
Kwasi A. Fraser

Council
Joan Lehr
John A. Nave
Patrick McConville II
Karen Jimmerson
Douglass J. McCollum
Benjamin J. Packard

www.purcellvilleva.gov



Town Manager
Robert W. Lohr, Jr.
Assistant Town Manager
Daniel C. Davis

221 S. Nursery Avenue
Purcellville, VA 20132
(540) 338-7421
Fax: (540) 338-6205

TOWN OF PURCELLVILLE

IN

LOUDOUN COUNTY, VIRGINIA

RESOLUTION NO. 15-12-03

PRESENTED:

DECEMBER 8, 2015

ADOPTED:

DECEMBER 8, 2015

A RESOLUTION: TO SEND A JOINT LETTER REQUESTING A REVIEW OF TRAVEL ALTERNATIVES FOR ROUTE 7 EASTBOUND

WHEREAS, the Town Council of Purcellville, Virginia (“Town”) is aware of significant congestion on Route 7 eastbound, primarily during the morning rush hour; and

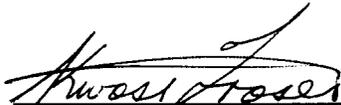
WHEREAS, backups along the Route 7 bypass can negatively impact residents, visitors, and businesses, as well as cause unwanted congestion within the Town’s corporate limits; and

WHEREAS, the Town desires to request the Towns of Lovettsville, Round Hill, and Hamilton endorse a joint letter to be sent to VDOT, state representatives, and the Board of Supervisors requesting that travel alternatives for Route 7 eastbound be reviewed; and

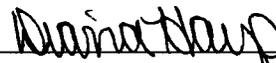
WHEREAS, the Town considers an effective and efficient transportation network as critical to the success of the Towns and Loudoun County.

NOW THEREFORE, the Town hereby requests that the Town Councils of Lovettsville, Round Hill, and Hamilton endorse the attached letter to be sent to VDOT, state representatives, and the Loudoun County Board of Supervisors, requesting that they review travel alternatives for Route 7 eastbound.

PASSED THIS 8TH DAY OF DECEMBER, 2015.


Kwasi A. Fraser, Mayor
Town of Purcellville

ATTEST:


Diana Hays, Town Clerk

TO: VDOT, State Senators and Delegates, Loudoun County Board of Supervisors

From: Towns of Purcellville, Round Hill, Lovettsville, Hamilton

On behalf of our residents, we wish to thank VDOT and the State for the continued support of roadway improvements in Loudoun County. The Truck Climbing Lanes that are nearing completion along the Route 7 Bypass to Route 9 have been a huge improvement on the traffic heading west in the afternoon. This allows for commuters to have a more consistent expectation of travel times and be able to spend more time at home with their families.

Through direct experience and input from residents, we are aware of additional traffic concerns along this corridor. We respectfully ask that you review the Route 7 *eastbound* travel lanes from Round Hill to Leesburg, whether it be roadway improvements along existing infrastructure or the potential of new alternatives. Traffic coming through Western Loudoun from West Virginia and Winchester can create a bottleneck heading east in the mornings for commuters. Recently, traffic delays have caused the travel from Purcellville to Leesburg to take upwards of an hour or more on what should normally take 10-15 minutes for the 7 mile stretch. Some of this is due to the existing construction at Route 9 and the Route 7 Bypass, or the glare from the sun in the mornings, but this has become even more of a concern now that we have seen the positive impact of the westbound improvements.

Currently, the existing infrastructure alternatives do not support drivers heading east. Dry Mill Road is barely wide enough for 2 vehicles passing by, and the lack of roadway markings and lane widths can be a deterrent. Harmony Church Road as an alternative heading south out of Hamilton is another option, but that route adds 10-15 minutes to a commute at normal driving speeds. Other partial alternatives exist, but they require drivers to eventually join Route 9 or Route 7, which compounds the problem at Clarkes Gap.

As Loudoun continues to grow and traffic flows into the County from the west, the needs are there today to support a review of expanding the Route 7 Bypass eastbound to 3 lanes. We ask for a review of alternatives in this area that would help our residents have effective options for traveling eastbound to Leesburg and beyond.

DISCUSSION/INFORMATIONAL ITEMS

a. Discussion on Proposed Mural

Council member Lehr stated she feels this should move forward to give it back as a trial program and that the EDAC develops all of the rules and requirements. In addition, there would be no names, websites or advertising included with murals, and that release forms would be created by the Town Attorney for artists to sign off on. Council agreed.

b. NVTa Local and Regional Funding Options

Alex Vanegas stated that in 2013 that Town had received an opportunity to receive new funding in which 30% goes toward local projects and 70% is associated with regional projects. Alex added that the most recent project is the Nursery Avenue project and asked for prioritization for FY18 through FY20. Alex added that three potential regional options have been provided and suggested that the Rt. 7 Bypass/690 Interchange may be priority since the County does not have full funding. Alex also talked about the local projects and added the ones he has heard most from residents about are the traffic signal at W. Main and S. 32nd Streets and the Hirst Road safety improvements.

Mayor Fraser stated he would choose the traffic signal at W. Main and S. 32nd Streets. Council agreed. Alex Vanegas added that the Town cannot get state revenue at this time for the traffic signal so the project would need financed. Alex suggested moving forward this year with the Hirst Road Safety Improvements and after new traffic counts are conducted in early spring, next year pursue the traffic signal project. Council agreed.

Council discussed the regional projects and Alex Vanegas suggested that the Town allocate regional funding to help facilitate the interchange, which would be approximately one million dollars.

c. Solarize NOVA

Rob Lohr referenced the information provided and asked Council if they would like to move forward. Mayor Fraser confirmed that the letter would be from NVRC and Rob added that there is no additional expense for sending this with water bills. Mayor Fraser and Council agreed to move forward.

d. Legislative Priorities for 2016 General Assembly Session

Rob Lohr recommended making this part of the Town Council Strategic Planning Session next year. Mayor Fraser agreed.

e. Public Safety Report

Joe Schroeck referenced the report provided. Council had no questions or comments.

f. Public Works Operations Report

Alex Vanegas referenced the report provided. Council had no questions or comments.

DISCUSSION OF ITEMS PROPOSED FOR FUTURE PRESENTATIONS:

- a. Recognition – Loudoun Valley High School 4A State Champs – Boys Cross Country

Council approved the item.

- b. Presentation – Loudoun Valley High School Seniors and Capstone

Council approved the item.

APPROVAL OF MINUTES:

- a. Town Council Work Session – October 27, 2015
b. Town Council Meeting – November 10, 2015

Council member Lehr made a motion that the minutes from October 27, 2015 and November 10, 2015 be approved wave reading. The motion was seconded by Vice Mayor Packard. Council unanimously approved.

CLOSED MEETING:

Vice Mayor Packard made a motion that as authorized under Section 2.2-3711(A)(7) of the Code of Virginia, I move that the Purcellville Town Council convene in a closed meeting to consult with legal counsel and to receive briefings from staff about actual or probable litigation concerning the construction of Town Hall, because such consultation and briefing in an open meeting would adversely affect the negotiating or litigating posture of the public body.

The following individuals are requested to attend the closed meeting:

1. All Town Council members
2. Robert W. Lohr, Jr., Town Manager
3. Danny Davis, Assistant Town Manager
4. Sally Hankins, Town Attorney
5. Jeff Gilmore, Akerman LLP (via conference call)
6. Alex Vanegas, Director of Public Works

And;

As authorized under Section 2.2-3711(A)(1) of the Code of Virginia, I move that the Purcellville Town Council convene in a closed meeting to discuss and consider prospective candidates for appointment to the Parks and Recreation Advisory Board, Economic Development Advisory

Committee and Board of Architectural Review. The presence of the following individuals will reasonably aid the public body in its consideration of these appointments, and they are therefore requested to attend the closed meeting:

- 1) All Town Council members
- 2) Robert W. Lohr, Jr., Town Manager
- 3) Danny Davis, Assistant Town Manager

Motion: Vice Mayor Packard
Second: Council member McCollum
Carried: 7-0-0

McConville -	Aye
McCollum -	Aye
Jimmerson -	Aye
Nave -	Aye
Lehr -	Aye
Packard -	Aye
Mayor -	Aye

Council member McCollum mad a motion that the Town Council reconvene in an open meeting and that the minutes reflect no formal action was taken in the closed meeting. The motion was seconded by Council member Lehr.

Motion: Council member McCollum
Second: Council member Lehr
Carried: 7-0-0

McConville -	Aye
McCollum -	Aye
Jimmerson -	Aye
Nave -	Aye
Lehr -	Aye
Packard -	Aye
Mayor -	Aye

Council member McCollum made a motion that Town Council adopt Resolution 15-12-01 certifying the closed meeting of December 8, 2015. The motion was seconded by Council member Lehr.

Motion: Council member McCollum
Second: Council member Lehr
Carried: 7-0-0

McConville -	Aye
McCollum -	Aye
Jimmerson -	Aye

Nave - Aye
 Lehr - Aye
 Packard - Aye
 Mayor - Aye

APPOINTMENTS TO COMMITTEES, COMMISSIONS AND BOARDS:

Council member Jimmerson made a motion that Town Council approve the following appointment to fill a vacancy/unexpired term on the Planning Commission:

<u>Name</u>	<u>Committee, Commission or Board</u>	<u>Term</u>
Murrell "Tip" Stinnette	Planning Commission	Aug. 2012 through Aug. 2016

The motion was seconded by Council member McCollum.

Motion: Council member Jimmerson
 Second: Council member McCollum
 Carried: 7-0-0

McCollum - Aye
 McConville - Aye
 Jimmerson - Aye
 Nave - Aye
 Lehr - Aye
 Packard - Aye
 Mayor - Aye

Council member McConville made a motion that Town Council approve the following appointment to fill a vacancy on the Parks and Recreation Advisory Board:

<u>Name</u>	<u>Committee, Commission or Board</u>	<u>Term</u>
Steven Remick	Parks and Recreation Advisory Board	Sept. 2015 through Sept. 2017

The motion was seconded by Council member McCollum.

Motion: Council member McConville
 Second: Council member McCollum
 Carried: 7-0-0

McCollum - Aye
 McConville - Aye
 Jimmerson - Aye
 Nave - Aye
 Lehr - Aye

Packard - Aye
Mayor - Aye

ADJOURNMENT:

With no further business, Council member Lehr made a motion to adjourn the meeting at 11:48 p.m. The motion was seconded by Vice Mayor Packard. The motion passed unanimously.

Kwasi A. Fraser, Mayor

Diana Hays, Clerk of Council

Mayor
Kwasi A. Fraser

Council
Joan Lehr
John A. Nave
Patrick McConville II
Karen Jimmerson
Douglass J. McCollum
Benjamin J. Packard



Town Manager
Robert W. Lohr, Jr.
Assistant Town Manager
Daniel C. Davis

221 S. Nursery Avenue
Purcellville, VA 20132
(540) 338-7421
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**TOWN OF PURCELLVILLE
TOWN COUNCIL**

RESOLUTION NO. 15-12-01

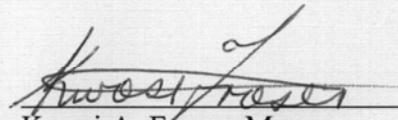
**PRESENTED: DECEMBER 8, 2015
ADOPTED: DECEMBER 8, 2015**

**A RESOLUTION: CERTIFYING THE CLOSED MEETING ON
DECEMBER 8, 2015**

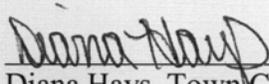
WHEREAS, the Town Council of the Town of Purcellville, Virginia, has this day convened a closed meeting in accordance with an affirmative recorded vote of the Purcellville Town Council and in accordance with the Virginia Freedom of Information Act.

NOW, THEREFORE, BE IT RESOLVED that the Purcellville Town Council does hereby certify that to the best of each member's knowledge, i.) only public business matters lawfully exempted from open meeting requirements under the Freedom of Information Act were discussed in the closed meeting to which this certification applies; and ii.) only such public business matters as were identified in the motion by which the said closed meeting was convened were heard, discussed or considered by the Purcellville Town Council.

PASSED THIS 8TH DAY OF DECEMBER, 2015.


Kwasi A. Fraser, Mayor
Town of Purcellville

ATTEST:


Diana Hays, Town Clerk

Relevant factors to be considered in rezoning; Virginia Code Section 15.2-2284

- The existing use and character of the property
- The comprehensive plan
- The suitability of the property for various uses- not many permitted
- The trends of growth or change
- The current and future requirements of the community as to land for various purposes as determined by the population and economic studies and other studies.
- The transportation requirements of the community
- The requirements for airports, housing, schools, parks, playgrounds, recreation areas and other public services.
- The conservation of natural resources, the preservation of flood plains, the protection of life and property from impounding structure failures, the preservation of agricultural and forestall land and the conservation of properties and their values.
- The encouragement of the most appropriate use of land throughout the locality.

Staff Report October 15, 2015 – Purpose Statement

The purpose statements which accompany each district **are intended to describe in a general way the character of uses to be encouraged in the district**, to assist with selection of appropriate districts for application to various conditions of land use, existing or planned, and to assist with interpretation questions which may arise with respect to particular land uses in particular locations. In any case of difference between the purpose statement and the use regulations for the district, the use regulations shall control.

MAY 2010

Many residents of Purcellville are unaware of the details regarding the spending of their Town tax dollars. For example, the Purcellville Town Council is moving the Town hall to a former church property purchased last year on Nursery Avenue.

The bottom line, first.

The Town will be paying approximately \$6.75 million dollars to buy and convert an 84-year-old church into a Town hall. Excluding the value of the land (\$217,000 according to the latest tax records), and the cost of moving (estimated at \$1.1 million), the cost of the building and necessary parking construction will be approximately \$5.43 million.

The building will have approximately 13,000 square feet of space that is usable for offices and meeting rooms.

Based on recent costs for office buildings in Loudoun County, this is a cost of \$418 per square foot, contrasted with the per square foot cost of building a high-end office building from scratch of approximately \$190 per square foot. The question many have asked is, "Why would any Town Council pay more than 2 times per square foot to convert a building that is more than 80 years old and not really designed to be used as a Town hall?"

Equating the cost of building a brand new Town hall to the cost of using the former church property, the cost to build a new building is approximately \$2.47 million versus \$5.43 million to use the former church property, or \$2.96 million more.

The reason? The old building must be extensively renovated.

The current building is not air-conditioned. It has asbestos wrapped pipes, an old hot water heating system, and obsolete electrical wiring and water pipes. The basement floods, mold has been detected, and the building does not meet building codes for disabled persons. In addition, half of the 13,000 square feet of space is in the basement. The building is also in a residential neighborhood and has only six parking spaces.

An environmental hazard report of the building from Triad Engineering dated February 5, 2008 states: "The Site structure (the church) was built and maintained when lead based paint materials were in use ... the age of the structure suggests that lead-based paint and materials are present and all painted surfaces should be considered as being lead-based regardless of the appearance of the outer most layer of paint."

Regarding the asbestos pipe wrapping, it was confirmed to be "friable" by a report from Building Diagnostics, Inc. ("friable" defined as "... any material containing one percent asbestos that when dry, can be crumbled, pulverized or reduced to powder by hand pressure causing release of asbestos fibers.")

The conclusion of the report: "Virginia laws require that any asbestos containing material identified within the building which is or would likely be made friable by the upcoming renovation/demolition must be properly removed, managed or disposed of by a licensed Virginia State Abatement contractor before activities would breakup, dislodge, or disturb the material."

At the present time there is no record available from the Town detailing the costs or method of removing the asbestos, lead paint, old underground oil tank and other potential environmental hazards present in the old building.

The main reason the costs of using the former church property as a Town hall are so high is that the Town has paid and will be paying much more for every aspect of the project. For example:

- The former church property was assessed on the tax rolls for \$783,200 in 2008, yet the Town paid \$1,950,000 for it.
- Even the 2009 tax roll assessment of \$1,202,500 is \$747,000 less than what the Town paid for the property.

- The Town purchased the property based on an appraisal completed by Norman Myers, MAI of Leesburg, VA. The appraisal was paid for by the Church, and the Town then paid the same appraiser \$1,700 to “update” the record which was dated March 15, 2007 in lieu of having their own independent appraisal completed.
- The estimated appraised value of the *building* and the land, on that date was, \$1.9 million. It must be noted the appraisal was completed close to the peak of the real estate market price bubble.
- The report further states “Basically the cost approaches come out very close for the ‘As Is’ value as a church and ‘As If’ the improvements were converted to a Town hall assuming the renovations required can be done for \$300,000.”

But, the renovations will be vastly more than \$300,000. The Norman Myers report also includes this statement concerning what it would cost for a new Town hall building, “I have included in this report an estimated cost for a new Town hall ... on a similarly sized lot as \$2.3 million.” This is close to the \$2.47 million dollar estimate obtained from an independent builder for a 15,000 sq. ft. building, and comparable to the estimate of \$140 sq. ft. to build a 500,000 sq. ft. Loudoun County building.

The list of some of the costs (*paid and estimated*) that add up to the approximate \$6,700,000 price tag of the new Town hall include:

Purchase price paid: \$1,950,000

Monies paid to Blue Ridge Realty: \$296,653
Engineering study and design: \$442,000
Renovations-Construction: \$1,600,000
Legal fees: \$38,000
Appraisal update, consulting and misc. fees: \$67,700
Parking lot design contract: \$155,000
Parking lot paving: \$1,200,000
Moving expenses: \$1,000,000
Totals: \$6,749,353

The U.S. Housing & Urban Development (HUD) Settlement Statement for the purchase of the property reveals a number of unexplained details.

Under specific settlement charges (Item 1300, Additional Settlement charges, see additional Disbursements Exhibit) are charges to be paid to Blue Ridge Realty of \$96,653 for “Landlord Work” and \$200,000 for “Development Cost Credit”. These charges are listed above as “Monies paid to Blue Ridge Realty”.

The question that citizens of Purcellville should be asking the Town Council is, “What did Blue Ridge Realty do for \$296,653?” The HUD statement also shows \$41,267 paid to Beese Quest Design. Dennis Beese, a principal of Beese Quest Design, is the Town of Purcellville’s Planning Commission Chairman.

The question the citizens of Purcellville should be asking the Town Council is, “Why did you allow a Member of your Planning Commission to contract a major project for the Town in direct contradiction with your conflict of interest ordinance?” As the closing statement shows, the Town of Purcellville purchased the building directly from the seller, and not from Blue Ridge Realty.

A new Town Hall design – put on the website in 2005, developed in the Downtown Charrette – shows how the present Town Hall building could easily become a three story structure with commercial retail on the bottom floor and the Town Hall on the top two floors. No action was ever taken on these plans, meanwhile Purcellville continues to pursue the far more expensive and complicated Town Hall relocation.

material taken from website

DOMINION POWER assessment is free

Solarize

LEAP

The Home Energy Check-Up is \$20 (price may vary depending on campaign and location), but is valued at up to \$250 in savings, products, and professional advice.

• Available only to Dominion customers. All homes must be single-family residential and side-by-side condos or townhomes. Stacked condos and townhomes, as well as apartments, mobile homes, and homes built after 2009 do not qualify for this program.

SOLARIZE

* Where & How will the town promote? cost? why? Benefits?

The Simple 5 Step Process

Solarize NOVA is a grassroots community-based outreach event to make going solar easier and more affordable.

Checklist

1. Get a free assessment to determine if your home is a good candidate for solar

Sign up through our get started page. In order to get acquainted, we ask that you review the website, watch the short informational video and take a look at the process chart that will be emailed to you. We also need for you send us a letter of interest along with your utility usage data from the last 12 months. After we receive it, a Solarize NOVA team member will perform an initial satellite assessment and then contact you with basic results on your roof's solar potential. If your roof looks like a good fit, you will then be handed off to a participating Solarize NOVA installer to schedule the free solar site assessment where your installer will provide you with a proposal tailored for you, your budget, and your home's energy needs. To better understand your home's energy use, you will also be given the opportunity to schedule a free* home energy efficiency consultation performed by a LEAP Energy Coach (*Dominion customers only). After each of the home visits, you will be fully equipped with the knowledge to reduce and produce!

Finance 2 Leverage the Solarize discount and local financing

Take advantage of the power of bulk purchasing and the 30% federal tax credit to purchase your solar system.

Solarize NOVA participants will also have access to innovative financing mechanisms designed specifically for solar energy systems. Through Admirals Bank, you can take advantage of Solar StepDown and Solar Plus Loans. These solar loans can be combined to finance up to 30% of your solar system at 0% over 18 months and the remaining 70% (capped at \$25,000) can be financed with fixed interest rates between 4.95% - 9.95% over 20 years.

Who?

3. Install Panel

Through a comprehensive and competitive bidding process, we selected three local and qualified solar installers. Your contractor will make a site visit to gather all the information necessary, obtain all

Who are the contractors?

necessary permits, order materials and equipment, and schedule your installation. Installation usually takes a few days.

4. Generate electricity for use or sell back to utility

Once your system is up and running, you use electricity as it is generated and sell back any surplus electricity to the utility. Through “net energy metering,” you get a one-to-one, kilowatt hour-for-kilowatt hour credit on your bill for every unit of electricity produced and put back on the electric grid.

5. Start saving on utility bills (the value of your solar increases as electric rates go up!)

Buying a solar PV system is an investment in the future. Although buying a solar PV system may require an upfront payment, it can deliver significant energy cost savings for years to come. A number of factors determine what a system will cost and how much you can save over time, including the future price of electricity and how long your system operates. By combining utility net metering credits for the power you generate, federal tax incentives and low-interest financing, you could realize long-term cost savings over the life of your solar PV system. The more electricity prices climb, the faster you’ll see savings.

LEAP would like to thank Solarize Blacksburg, Community Housing Partners, and VA-Sun for sharing the content on this page and for their invaluable assistance in helping us to design this program.

Steve Varmacky

12/8 Comments

During this term of council, members have made it a priority to get information out to the public. While that's commendable, I've been concerned that this information has been released piecemeal or incompletely. Therefore, I'd like council to consider this suggestion.

When there's an issue with differing points of view and a public interest, have council members collaborate to create a "White Paper." White Papers are a time-honored tradition first practiced by our friends in the United Kingdom.

One source describes a "White Paper" as . . .

. . . . an authoritative report or guide that informs readers concisely about a complex issue . . . It is meant to help readers understand an issue, solve a problem, or make a decision..

It goes on to say that, White papers are a "... tool of a participatory democracy ... {and} perform the dual role of presenting government policies while at the same time inviting opinions upon them."^[5]

In this document, you could include every member of council's thoughts on a subject. Afterwards, any member of council could distribute the document using any media they so desire. Because the piece would be fair and balanced, there could be no objection to the information being delivered to the residents of the town.

This approach, of course, would require individual members of council to collaborate to create an inclusive town piece that everyone can support. Going one step further, make the paper part of the town's new Facebook page and allow residents to weigh in on the document.

Adopting the suggestion of a town "White Paper" would foster a positive working relationship between members of council, improve communication to the town's residents, and enhance the town's reputation for good governance.

Please consider this suggestion, and I wish council the best of luck tonight as they tackle some difficult topics.



STAFF REPORT
CLOSED MEETING

Item #15

SUBJECT: Closed Meeting

DATE OF MEETING: January 12, 2016

STAFF CONTACTS: Diana Hays, Town Clerk/Project Manager

SUMMARY and RECOMMENDATIONS:

Attached is the motion and resolution pertaining to the closed meeting.

ATTACHMENT(S):

1. Closed Meeting Motion
2. Resolution 16-01-01 Certifying the Closed Meeting

MOTION TO RECESS THE REGULAR MEETING AND CONVENE A CLOSED MEETING

“As authorized under Section 2.2-3711(A)(7) of the Code of Virginia, I move that the Purcellville Town Council convene in a closed meeting to consult with legal counsel regarding Mary Ellen Stover’s pending appeal of the Board of Zoning Appeals Vineyard Square decision to the circuit court, because such consultation and briefing in an open meeting would adversely affect the negotiating or litigating posture of the public body.”

The following individuals are requested to attend the closed meeting:

1. All Town Council members
2. Sharon Pandak, Partner, Greehan, Taves, Pandak & Stoner”

MOTION BY TOWN COUNCIL TO ADJOURN THE CLOSED MEETING AND RECONVENE THE OPEN MEETING

“I move that the Town Council reconvene in an open meeting and that the minutes reflect no formal action was taken in the closed meeting.”

MOTION THAT THE RESOLUTION CERTIFYING THE CLOSED MEETING BE ADOPTED AND REFLECTED IN THE MINUTES OF THE PUBLIC MEETING

“I move that the Purcellville Town Council adopt Resolution 16-01-01 certifying the closed meeting of January 12, 2016.”

**TOWN OF PURCELLVILLE
TOWN COUNCIL**

RESOLUTION NO. 16-01-01

PRESENTED: JANUARY 12, 2016

ADOPTED: _____

**A RESOLUTION: CERTIFYING THE CLOSED MEETING ON
JANUARY 12, 2016**

WHEREAS, the Town Council of the Town of Purcellville, Virginia, has this day convened a closed meeting in accordance with an affirmative recorded vote of the Purcellville Town Council and in accordance with the Virginia Freedom of Information Act.

NOW, THEREFORE, BE IT RESOLVED that the Purcellville Town Council does hereby certify that to the best of each member’s knowledge, i.) only public business matters lawfully exempted from open meeting requirements under the Freedom of Information Act were discussed in the closed meeting to which this certification applies; and ii.) only such public business matters as were identified in the motion by which the said closed meeting was convened were heard, discussed or considered by the Purcellville Town Council.

PASSED THIS _____ DAY OF _____, 20__.

Kwasi A. Fraser, Mayor
Town of Purcellville

ATTEST:

Diana Hays, Town Clerk

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